



ELECTRICITY CUSTOMER CHARTER - 2014

Active Utilities is a technology and utility company servicing multi tenanted buildings across Australia. Active Utilities retails under exemptions provided by various government bodies on behalf of Building Owners, Manager and Owners Corporations and we are committed to providing you with a complete personalised service. Your Customer Charter is a guide to the products and services offered by Active Utilities, and our responsibilities as your exempt electricity retailer. It also details your rights and obligations as an Active Utilities customer. This Charter covers all Active Utilities customers who are connected to our embedded electricity networks. This Charter is for information purposes only and is not a legally binding document.

About this Charter

This Charter summarises the rights and obligations that we and you both have under your electricity supply agreement with us (Agreement). Your Agreement is made up of the terms and conditions (Terms & Conditions) and the welcome pack (Welcome Pack) we provided to you or directed you to view online when you entered into your Agreement.

Legal rights and obligations

Other than Queensland & Tasmania, you have the right elect to purchase energy from a retailer of your choice. If you wish to transfer to another retailer we will continue to supply you with electricity at the charge applying under our Agreement with you at the earliest transfer date set out in the notice until the next scheduled meter reading occurring after that date or we will terminate the supply of electricity to you under the Terms and Conditions on the commencement of your obligation to pay the retailer under your new arrangements with that retailer. Active Utilities are not subject to all the obligations of an authorised retailer, and therefore you may not receive the same protections as if you were purchasing from an authorised retailer. Active Utilities cannot prevent you electing under applicable state or territory legislation to purchase energy from a retailer of your choice, whether by requiring you to waive your ability to choose a retailer or by unreasonably hindering any metering or network changes required to enable choice of retailer.

What is the difference between an energy retailer and a network distributor?

As your exempt energy retailer, Active Utilities is responsible for purchasing electricity on your behalf. Your electricity network distributor is the company that maintains and operates the electricity poles and wires that deliver electricity to your home or business. Under retail competition you can choose your energy retailer. However, you cannot change your network distributor unless you move to a household or business in another network distributor's service area. In some cases Active Utilities may be your energy retailer as well as your network distributor.

Your Bill & Charges

We will send your bill to you in most cases for businesses monthly at least once every three months for residential clients for electricity, unless otherwise agreed. You must pay your bill by the Due Date, which is at least 21 business days from the date the bill was issued unless otherwise agreed. Your bill will be based on an actual meter reading or an estimated reading, where we were unable to read your meter. We must use best endeavours to ensure that your meter is read and used as the basis for any bill issued. We may base your bill on an estimation of your consumption of energy where the we are not able to reasonably or reliably base the bill on an actual meter reading. Where an estimation is used as the basis for your bill, the estimation must be based on either Historical metering data reasonably available to us or where this is not available, the average usage of energy by a comparable customer over the corresponding period. If your bill is based on an estimation, this will be clearly stated on your bill. We will advise of any changes to the price you pay for electricity and other services. If you do not pay your bill on time, we may charge you a fee covering our reasonable costs of recovering that amount from you. We will only do this where permitted by law and the Retail Code.

Payment Options

Residential customers are required to make payments via Direct Debit. Business customers can make payment via direct debit, mail, by phone using your credit card, & BPAY. Further details are included on your bill. If you choose to pay your bill by credit card (excluding Direct Debit) we may pass through any fee we incur and charge you an additional amount based on our reasonable estimate of any additional costs we incur.

Payment difficulties and disconnection

Subject to our disconnection processes, we must not proceed with disconnection or cessation of energy supply to you unless you have requested disconnection, or continuity of supply to the premises would be unsafe, or you have not paid a bill by the pay-by date or have not adhered to the terms of a payment plan. Where you are disconnected, we must use our best endeavours to notify you in person or by telephone prior to the disconnection and must arrange for reconnection of the premises as soon as practicable. This condition does not apply where state or territory tenancy legislation sets out the process and requirements for the disconnection or cessation of energy supply if we act on behalf of your landlord.

Disconnection and Interruption of Supply

We cannot disconnect or cease energy supply to your premises when a person residing at the premises requires life support equipment that depends on energy for its operation. Or if an application has been made by or on behalf of you for assistance to an organisation responsible for a rebate, concession or relief available under any government or non-government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made. Or if you have made a complaint, directly related to the proposed reason for disconnection or cessation of supply, to the energy Ombudsman or another relevant external dispute resolution body and the complaint remains unresolved. The disconnection or cessation of supply would not occur on a business day before 8am or after 3pm, a Friday or the day before a public

holiday, a weekend or a public holiday or the days between 20 December and 31 December (both inclusive) in any year.

This condition does not apply where you have requested disconnection. This condition does not apply where state or territory tenancy legislation sets out the process and requirements for the disconnection or cessation of energy supply by us on the basis that we act on behalf of your landlord. This condition does not apply where the Agreement between you and us has been terminated.

Reconnection

Where we have arranged for the disconnection of your premises and the we have within 10 business days of the disconnection if relevant, rectified the matter that led to the disconnection, and made a request for reconnection, and paid any charge for reconnection. We must reconnect the premises (or, where required, arrange with the network operator to reconnect the premises) as soon as practical.

Termination

Your Agreement with us may be terminated either by you or us for a number of reasons. You can terminate this Agreement by providing us with 10 business days notice. You may do this at any time during your Agreement. We may terminate our Agreement with you if you fail to comply with the terms and conditions of the Agreement, you transfer to another retailer, or you cease to be a customer that we are licensed to supply to. We will comply with all requirements imposed on us by the Energy Retail Code before we terminate our Agreement with you. If your Agreement with us if for a fixed term and you terminate the Agreement before the end of the term, an early termination fee may be payable by you.

Complaints and Dispute Resolution

You may make a complaint to us about any decision we have made in relation to our supply of electricity to the supply address. When we receive a complaint from you, we will deal with your complaint in accordance with our complaints handling and dispute resolution procedure.

Privacy

We are bound by the National Privacy Principles contained in the Privacy Act 1988. The Principles are designed to protect the confidentiality of information and the privacy of individuals by regulating the way personal information is managed. Personal information is, generally, information or an opinion relating to an individual, which can be used to identify that individual.

Interpreter Service

Need help understanding anything in our Charter in your language? Please call interpreter services on **131 450**.

خدمة الترجمة الشفهية	Servizio Interpreti
傳譯員服務	Υπηρεσία Διαμεγνέων
Dịch vụ Thông dịch	Servicio de intérpretes