1300 689 866
www.covau.com.au

CovaU Pty Ltd
ABN 54 090 117 730
PO Box R241 ROYAL EXCHANGE NEW 1225

Market Retail Agreement

Understanding your Energy Agreement with us

Effective from October 2021

Customer Charter 1
Market Retail Contract Terms and Conditions 15
Solar Contract Terms and Conditions (If applicable) 47
Privacy Policy 57
Forms 61

Customer Charter

About CovaU Pty Ltd

Thank you for choosing CovaU.

What is simple about your energy bills? Not much at the moment, but here at CovaU we are changing things. At CovaU our business is about making your life easier, ensuring that you get the services that you need at the prices you can afford and help when it's needed.

This Customer Charter

This Customer Charter is a summary of your rights, obligations and entitlements under the applicable codes and regulations which apply in your state for energy supply to small customers; it also includes our rights and obligations to you and governing bodies as well as some information on how we can help you save more. It is a formal document that sets out information of our service to residential and small business customers.

We recommend you take a little time to read this charter and discover things that relate to you. This charter provides you with a summary of your rights and obligations and our products and services. This Customer Charter is only a summary document, to find out more please refer to the Governing Bodies and Regulations page for more information that is available for your state.

If you have any questions, just call our friendly customer service team on **1300 689 866**

Our Role in Supplying Your Energy

As an Energy Retailer we sell you the energy that is delivered to your Supply Address through a distribution network, and we are responsible for billing you for your energy use. Your distributor delivers the electricity and gas to your property, through the 'pipes, poles, and wires' outside your property. In some instances, this may be the same company.

As your energy retailer, we will use our best endeavours to work with your distributor to arrange for the delivery of energy to your property and to help resolve any quality or continuity of delivery issues that may occur.

Your energy Distributor(s) is responsible for:

- The operation of the energy distribution network;
- Connecting and delivering energy to your property;
- Any faults and emergencies (we will include their phone number on each bill);
- Maintenance of poles, pipes, meters, wires and any other equipment required for delivering energy to your property, up to the point of your meter.

The nature of energy means that the continuity and quality of supply can be affected by a number of factors beyond our control as a retailer. Your energy supply can be affected by weather, accidents, and the various requirements of generators, distributors, and regulatory authorities.

Agreement with CovaU

Agreements

Your Agreement that you have with us is determined by whether you have entered into a standard (nonmarket) or retail market offer agreement with us.

An agreement is between you (a residential customer or business customer) and us (CovaU ABN 54 090 117 730) for the retail supply of energy (electricity, natural gas or both) to your Premises. We agree to sell to you, and supply to your Premises, energy and perform other obligations as set out our terms and conditions. In return, you agree to pay the amounts billed by us in your energy bill and to perform your other obligations as set out in your legally binding agreement between you and us.

CovaU offers electricity and gas services to residential and business customers. We have set out the types and summaries of the available agreements as follows:

Standard (non-market) Agreement

Regulatory requirements in each state require us to offer or sell energy under a Standard (non-market) Agreement. A standard agreement will be based on the Standing Offer tariffs applicable to your Premises and the Standard terms and condition that we publish in our web site.

If you have entered into a standard agreement with us, your agreement is subject to our published standard pricing and terms and conditions both of which are available on website **www.covau.com.au**.

You will be also deemed to be taking electricity and/or gas from us under the "New Occupant Supply Arrangement" (based on our applicable Standard Offer tariff and our Standard terms and conditions) if you move into a property where we were the energy retailer immediately before you moved in and you haven't entered into an agreement with us or another retailer, your energy consumption will be governed by the "New Occupant Supply Arrangement" until such time that you enter into an agreement with us or another retailer.

Market Retail Agreement

You have entered into a Market Retail Agreement with us (unless your agreement is Standard Agreement) if you have accepted our CovaU Energy offer to enter into a Market Retail Agreement.

The terms, conditions, charges and period of your Market Retail Agreement will be as set out in that Market Retail Agreement, it will include your schedule and details relating to the specific plan you accepted.

Agreement Term

Before accepting an offer you should nominate the term of the agreement. You can choose if you would prefer a Fixed Term contract or a No Fixed Term Contract. This will be specified on your contract and pricing schedule. If you have selected a Fixed Term contract, then the term of the contract is for the duration of the fixed term unless terminated earlier in accordance with the terms and conditions.

Commencement of Agreement

If you are not an existing customer of CovaU, this agreement commences on the date you accept the terms of our offer either in writing or orally, once you have satisfied any relevant preconditions.

Our obligation to supply and sell you energy and your obligation to pay for the energy consumed at your Premises is not binding until the supply start date, which is at the point your unique National Meter Identifier (NMI) and or your unique Delivery Point Identifier (DPI)/Meter Installation reference number (MIRN) number/s have been successfully transferred to CovaU. We consider that the agreement has commenced if your Premises have a Standard Agreement with us unless you entered into our Market Retail Agreement or cancelled your Standard Agreement by giving notice to us.

If you are an existing customer of CovaU, this agreement commences on the date specified in your contract and your pricing schedule.

Cooling off period

Your Agreement is subject to 10 Business Day cooling off period with us. You can cancel your Agreement during the cooling off period at no cost to you; you must notify us within 10 Business Days of receiving your contract which includes a copy of the Agreement Terms and Conditions. You may call us to cancel your Agreement on 1300 689 866. You may also use the cancellation notice provided with the Agreement Terms and Conditions.

Cancellation of Agreement

To cancel your Market Retail Agreement you must provide advance notice. If you wish to cancel a fixed term Agreement after the cooling has expired, but prior to the end of the Agreement term, exit fees may apply; please check your contract agreement for relevant fees.

You may cancel your Standard Agreement (without penalty) at any time by providing us with 3 business days' notice.

Termination of Agreement

CovaU could disconnect your energy supply if you have not paid your bill by the specified due date and have not made alternative arrangements, such as a payment extension or instalment plan.

All disconnections are subject to rules in the regulatory requirements that are applicable in your state and will only occur after every attempt has been made to contact you to organise alternative arrangements for payment.

If no resolution is found after disconnection of energy our agreement may be terminated.

Variations of Agreement

We may vary our Market Retail Agreement Terms and Conditions at any time in the following circumstances:

- Required by Law
- Provides a benefit to you
- Has no impact on you

If we reasonably believe that the variation will have a minor detrimental impact on you we will provide you with notice as soon as possible and in any event no later than your next bill (unless a longer period is required under energy laws).

If the variation will have a larger detrimental impact on you, you may cancel your Market Retail Agreement without incurring any exit fees. Variations to Standard or Standing Agreements will be made in accordance with the applicable Energy Laws.

Billing

How you receive your bills

We will send your bills to your nominated mailing or e-mail address. If we do not have a valid e-mail or mailing address for you, we will mail your bills to your Premises and you will be deemed to have received them. You may need to pay a fee for us to mail bills.

If you have a Standing Agreement, you can opt to have your bill posted to you at no charge.

Billing information

Subject to your offer or any other billing arrangements we have with you, your bills will be issued at least every three months or at least every two months for Victorian gas customers. If your Premises have a Smart Meter, we may provide bills to you monthly. If we change the bill frequency, we will give you a notice in advance.

Residential customers can opt to be on a smoothpay arrangement which allows you to make more frequent smaller payments over the year to reduce the impact of quarterly bills on household or business budgets. Similar to Interim Invoicing, we will estimate your annual energy costs and divide the estimated total by the amount of instalments you would like to make, you can then nominate your preferred payment frequency and dates along with your nominated financial institution and we will deduct the estimated amount on your nominated date. These amounts are held in credit on your account and applied to the first available invoice after your meters have been read. Any remaining balances must be paid by the due date shown on the invoice and will be automatically debited from your nominated financial institution where direct debit or credit card payments options have been selected.

Unless you have requested that we do otherwise, actual invoices will generally be based on your actual meter reading, but in some circumstances (including where you do not provide safe and easy access to your meter) may be based on an estimated or substituted reading in accordance with Regulations.

You must pay the amount specified on your bill by each due date as indicated.

- The due date will be at least 13 Business Days from the date of the bill
- You can pay your bill using any of the payment methods listed on your bill
- If you have elected to make automatic instalment payments by direct debit or credit card and have completed the relevant authorisation form, then we will deduct the amount owing on each bill from your nominated account or charge your credit card on the due date
- If there are insufficient funds in your account or your credit card is declined, any related fees imposed on us are payable by you and may be included in a later Energy bill. You will not be eligible to avail the Pay on Time discount in such a situation

Reviewing Your Account

If you disagree with your bill, you can request a review. We will review your bill in accordance with our complaints and dispute resolution procedures and we will inform you of the outcome of the review as soon as reasonably possible.

During the time we are reviewing your bill, you must pay, in addition to any other bills that are properly due, the lower of:

- That portion of your bill that is not under review
- An amount equal to the average amount of your bills in the previous 12 months, excluding the bill in dispute
- Any other bills that are probably due

If we are reviewing your bill and you request that your meter or meter readings be checked, you must pay the special meter reading in advance (if the meter, or meter data proves to be faulty or incorrect we will refund you the special meter reading fee).

After reviewing your bill, if we are satisfied that your account is:

- Correct - you must pay the unpaid amount of that bill or ask us to arrange a special meter reading
- Incorrect - we will adjust your bill for any differences and refund any special meter read fees paid.

You may lodge a dispute with the Ombudsman after completion of our review if you are not satisfied with the decision of the review.

Historical Billing Information

At your request, we will provide you with your billing data for the previous two years if the data is available. This data will be sent to you as soon as possible, free of charge.

If you request billing data that is more than two years old, we will do our best to provide this if the data is available. We may impose a reasonable charge for providing the data.

Undercharging and Overcharging

In the event that we undercharge you, we are entitled to recover the amount undercharged. If the undercharge was caused by something we or your distributor did, or failed to do, we will limit recovery to the amount undercharged in the previous 9 months (4 months in VIC for most circumstances). We will explain the reason for the undercharge to you and identify the amount in your next bill, or a special bill. Sometimes, restrictions on recovery do not apply. For instance, if we have undercharged you because of something you (or an occupier of your Premises) have done or failed to do, if a fraudulent act has taken place, or energy has not been consumed in accordance with legislation.

If we become aware that you have been overcharged, we will inform you within 10 business days. If you have already paid that amount we will repay that amount as you reasonably direct us to, otherwise we will credit your next bill. If the amount is less than the overcharge threshold which is currently $50, we will credit your next bill. If you are no longer a customer, we will do our best to repay the amount to you within 10 business days.

If the overcharging was not due to something we or your distributor did, or failed to do, we will only credit or pay you the amount you were overcharged in the 12 months before the error was discovered.

Discounts, Concessions Rebates

Pay on Time Discount

You may be eligible for a Pay on Time Discount, the amount of the applicable discount will be shown on your actual bill, along with the date that the bill must be paid in full by, in order for the discount to be applied.

Customers on Interim Invoicing must pay all Interim Invoice by the due date to remain eligible for their Pay on Time Discount which will be applied to their actual invoices only.

We will apply the Pay on Time Discount to the total dollar value of the usage component of the bill; however, we may deduct some concessions from your usage before discounts are applied. Depending on the plan and terms of your Market Retail Agreement, the discount may also apply to the daily supply charges. If you do not pay your account by the date specified on the bill, the Pay on Time Discount may not be applied. We may also reduce the Pay on Time Discount if you do not pay all your smoothpay instalment payments.

Guaranteed Discount

You may be eligible for a Guaranteed Discount which is a percentage discount applied to the usage charges will be shown on you actual bill. Depending on the plan and terms of your Market Retail Agreement, the discount may also apply to the daily supply charges.

Direct Debit Discount

If you are a Victorian Residential customer you may be entitled to a further discount if you have signed up for a market retail contract and have set up Direct Debit or Credit Card as an automatic payment method.

Direct Debit Discount is a percentage discount applied to the Usage charges only for each invoice where valid direct debit or credit card payments have been provided as an automatic payment method for eligible customers only.

Note: Additional merchant fees apply to credit card payments. For details about the charges, please visit www.covau.com.au/additionalfees.

Concessions & Government Sponsored Rebates

You may be eligible to receive a Government energy concession or rebate. If you are a Residential Customer, we will provide you with detailed information on Concessions free of charge, upon request by you or where we are required to do so under any regulatory requirements.
The information on these concessions or rebates can be found at our website at www.covau.com.au/concessions. We will automatically apply to your account any Concessions that you are eligible for, provided you have supplied us with the appropriate details of your eligibility for the Concession and you have agreed to share that information with the relevant State or Federal government agency.

Sign-Up Rebates

You may be eligible to receive a Sign-Up rebate, these rebates are offered by CovaU to eligible parties during the sign up process. If you are eligible for this rebate it will be applied to your first Actual Invoice that contains Usage charges. A Sign Up rebate is once off credit that is applied to eligible customers at the discretion of CovaU. If you decide to cancel your account with CovaU prior to your first invoice you will no longer be eligible for a Sign Up rebate.

Sign up rebates are not refundable or transferrable.

Pricing, Rates and Tariffs

The rates under your Market Retail Agreement are based on your meter type and are set out in the CovaU Energy Offer.

The rates under your Standard Agreement are based on the average maximum rate determined by the government agency and set by the energy regulators and your retailer.

Tariff/Rates

Your rate (or tariff) is the price you pay for your energy supply and is set out in either your CovaU Energy Offer Summary (for a Market Retail Agreement) or our Standard offer (for a Standard Agreement). You are responsible for the consumption of energy at your supply address and for all associated fees and charges, including any additional retail charges (e.g. for special meter readings), distributor charges and for any other goods or services supplied to you. These charges are detailed on our website.

CovaU will normally initiate a special meter read if your next scheduled meter read falls more than 30 days after sign up as part of the process to switch your services to CovaU. If a special meter read is required any associated fees and charges are payable by you.

Changes of Prices, Rates and Tariffs

Our prices, rates and tariffs are subject to changes permitted under the Market Retail Agreement.

We reserve the right to change your Market Retail Offer rates from time to time and we will provide you with an advance notice of any changes to our prices, rates and tariffs, which will include a future date on which the change will take effect, where required by Energy Laws.

Our Standard Offer rates may be varied once every 6 months and we will publish our standard prices on our website.

Payment Options

Flexible payment instalments to help you budget

Pay us a set monthly amount so you are always paying towards your energy consumption with no nasty surprises when your bill arrives. If you have a Retail Market Agreement with us you agree to pay regular instalment payments as a contribution to your bill.

Based on the information you provide us, we will calculate your estimated annual energy costs. These costs are then simple divided by the number of predicted instalment payments. This estimation will be regularly reviewed and adjusted accordingly; we will inform you of any necessary adjustments.

Payments can be made via direct debit, or credit card. Please note that we will bill you separately for electricity and gas.

Your credit card or nominated bank account will be debited according to the guidelines on the direct debit authorisation form on the date specified by you. Your bill will be generated after your meter has been read and will show the total amount of energy used, and the associated costs of your tariff, less any payments already received by direct debit, or credit card through smoothpay or interim invoicing arrangements.

If there is an outstanding balance, you are required to pay it in full by the due date shown on the bill less any discounts that you are eligible for. Where automatic payments through Direct Debit or Credit Card have been set up, any balances owing on an invoice will be automatically debited from the nominated financial institution on the invoice due date.

Please note we do not pay any interest on instalment payments or credit balances.

Payment Methods

- Credit Card
- Direct Debit
- Bpay
- Cheque
- Post Billpay

Payment defaults may attract an additional charge which will appear on your bill.

True Up

If we agree with your regular instalment payments, these instalments will be calculated based on an estimation of your energy usage. They will also be reviewed regularly to ensure they remain in line with your ongoing energy charges. You will be given 30 days' notice of any changes to your instalment payment. You may object to a proposed change in your instalment amount if the proposed change varies by 20% or more than your current agreement. You must notify us within the 30 days' notice period of your objection or the proposed change will become effective.

If you are on a Standard Agreement you can object to any proposed change of your instalment amount, you must inform us within the 30 days' notice period of your objection or the proposed change will become effective.

Your Responsibilities

Access to the meter

You must provide safe, convenient and unhindered access to your property and meter so that your meter can be read and for connection, disconnection and reconnection. You agree to pay the reasonable costs we incur as a result of your failure to allow such access as well as for any site modifications (if required).

You must inform us of any changes affecting access to the meter as soon as practicable.

Estimated Reading

If safe and easy access to the meter(s) on your Premises is not obtained or in certain other circumstances an estimated reading will be made, based on previous usage patterns, in accordance with the regulatory requirements and your agreement. If your bill is based on an estimate of your usage and we later have a measurement of your actual usage, we will adjust a subsequent bill for the difference between the estimate and your actual usage. However, if your bill is based on an estimate because you fail to give us access to your meter. In this case we may charge you an additional fee if you ask for a bill based on your actual usage.

Updating Your Contact Information

It is your responsibility to ensure that your contact information is kept up to date.

We will, where permitted by Regulation, send a notice, consent document or other communication to you by e-mail.

Moving or vacating the Premises

If you are moving or vacating the Premises you must give us a minimum 3 Business Days' notice prior to the day you are planning to leave. We will need safe access to the meter/s to complete a final read.

You must also provide a forwarding address for your final bill under this Agreement. In the event that you provide no prior notification to us, you remain responsible for all energy consumed at the Premises until such a time that:

1. you notify us that you no longer reside at the Premises;
2. A new occupant assumes responsibility by arranging a supply contract;
3. Another retailer becomes financially responsible for the site

- **Moving in –** energy already connected, simply let us know at least 3 business day prior to the day you are moving in and we will arrange for an initial meter read to occur and any reconnections of supply that may be necessary.

  Connections are not done on a weekend, or public holiday. We will let you know of any applicable connection fees or any further information that we may need from you when you contact us.
- **Moving in –** energy not connected, if your new supply address is not already connected to the distribution network we will work with your distributor to determine the availability of supply and to organise a new connection to your address. This can take some time to organise so please call us on 1300 689 866 as early as possible to organise this.
- **Moving out disconnections –** final readings and disconnections are not done on a Friday before a public holiday, weekends or public holidays. You will also need to provide us with a forwarding address for your final invoice.

If you don't tell us that you're moving or you don't provide access to your meter, you'll need to pay us the charges and any other amounts payable under this agreement for the supply address until:

- we find out that you've moved and your meter has been read;
- you tell us you're moving and your meter is read;
- the energy supply is disconnected or transferred to another retailer; or
- the date you or someone else becomes responsible for the energy supply at the Supply Address under a new agreement with us.

Credit Management

Credit Check/Verification of Identity

In accepting our offer, you authorise us to carry out a credit check on you to establish your credit worthiness and to use your identification details to verify your identity. If we conduct a credit check and the results are not satisfactory to us, we may end this Agreement immediately by notifying you within the Cooling-Off Period. Alternatively, in the 14-day period immediately after the Cooling-Off period, we may give you a notice amending the terms of this Agreement by replacing the tariffs, charges, and benefits specified in your CovaU Energy Offer with the Standing Offer prices.

Credit Management Policy

Our credit management policies adhere to the applicable energy regulations. Please see our website for more details. **www.covau.com.au**

Payment Difficulties

If you are experiencing difficulty in paying your bill, you should contact us as soon as possible.

If you are a residential or business customer, there are a range of services we can discuss with you depending on your circumstances.

These may include:

- An instalment plan that gives you more time to pay your bills
- Having your bill redirected to a third person who has agreed in writing to the redirection
- Information on independent financial and other relevant counselling services
- Information regarding government concessions rebates or grants that may be available to assist with financial hardship
- Arrangements for advance payment towards future bills

Financial Hardship

We define financial hardship as a situation where a customer is unable reasonably, because of illness, unemployment or other reasonable causes, to discharge those obligations of payment. Financial hardship can be of limited or long term duration.

CovaU considers financial hardship a state that involves an inability of the customer to pay bills, rather than an unwillingness to do so. Customer hardship can come about from a variety of situations and can result from a number of factors including:

- Loss of employment by the consumer or family member
- Family breakdown
- Illness including physical incapacity, hospitalization, or mental illness of the consumer or family member
- A death in the family
- Abuse of service by a third party leaving the consumer unable to pay the account
- Natural disaster

A Customer who is experiencing financial hardship will not have his or her electricity and gas supply disconnected, and will not face recovery action as long as the customer makes payments according to the terms of an agreed repayment plan with CovaU.
For more details of a financial arrangement see our Financial Hardship policy on our website.

Disconnections and Reconnections

When we can disconnect?

As a last resort, it may be necessary for us to disconnect your Premises. Before we do that, we will follow all necessary processes required by legislation and our Agreement, including by giving you notice.

Disconnection for Non-Payment

We can arrange for disconnection of your supply for failure to pay your bill if we have given you all the prescribed reminder notices, including a disconnection warning which states that we may disconnect you and followed all applicable Regulations.

Disconnection for other reasons

Other reasons you may be disconnected or your supply interrupted, include:

- If due to your acts or omissions, access to the meter is hindered as stipulated in your terms and conditions;
- If you have tampered with the meter or you are otherwise using energy fraudulently, or intentionally used it contrary to energy laws
- If you refuse to provide Acceptable Identification when you are required to
- In an emergency and for health and safety reasons including extreme weather conditions
- If you have not agreed to a payment plan or other payment option when we have required you to do so
- If you have not paid in accordance with an agreed payment plan or other payment option
- If you fail to pay charges or other amounts on your bill related to the sale of energy by the due date
- For maintenance
- Subject to the terms of your Agreement, you may request us to disconnect your Supply Address at any time

When we cannot disconnect

Unless you request otherwise, you will not be disconnected during times prescribed under regulation including:

- A business day before 8am or after 3pm* (*after 2pm for VIC residential customers)
- A Friday or the day before a public holiday and a weekend or a public holiday
- The days between 20 December and 31 December (both inclusive) in any year
- Where you have advised us that a person residing at the supply address is dependent on certain life support equipment (or in VIC is registered as a medical exemption supply address);
- Where you have made an application for payment under an instalment plan or for certain types of Government assistance, grants or concessions, and a decision on your application has not yet reached;
- Where you have an outstanding complaint with CovaU, the Ombudsman (or other external dispute resolution body) directly related to the reason for the proposed disconnection and the matter has not yet been determined;
- Where the only charge no paid related to goods/services other than for the supply or sale of energy
- For non-payment of a bill where the amount outstanding is less than an amount approved by the Austrian Energy Regulator and you have agreed with us to repay that amount (not applicable to VIC);
- For non-payment of a bill where the total amount of your arrears is less than $300 (inclusive of GST) (VIC only)

If your account has been disconnected for up to 10 business days, it may be final invoiced. Your network distributor may need to temporarily disconnect your energy supply from time to time for maintenance, for safety reasons or in emergency situations. A contact number for faults and emergencies (including disruptions) will be included on your invoice.

Your supply may be disconnected within the protected period:

- For reason of health and safety

- In an emergency
- As directed by a relevant authority
- If you're in breach of the relevant clause of your customer connections contract that deals with interference with energy equipment
- If you ask us to arrange disconnection within the protected periods

Reconnection

When the reason for disconnection has been resolved and all conditions have been met, you will be reconnected.

If we have disconnected your supply because you have not paid your account, and then you subsequently pay your account (or we agree a payment arrangement) within 10 Business Days of the disconnection, we will arrange for reconnection of your supply address. You may have to pay a reconnection charge.

If we have disconnected your supply due to another event (other than an emergency or maintenance) and you rectify that reason within 10 Business Days of the disconnection, we will arrange for reconnection of your supply address. You may have to pay a reconnection charge. Otherwise, you will be reconnected when the event has ended.

Life Support

If a person living at your Premises requires life support equipment, you must register the Premises with us. We will ensure that this information is registered with your Distributor so that any interruptions in supply may be handled appropriately. You will be asked to fill out the forms, to be signed by your Doctor to confirm the details of your life support equipment. This information may be requested independently of your eligibility to claim any life support Concession available in your state.

You must tell us if the life support equipment is no longer required at the Premises.

Privacy and Confidentiality

We collect customer information so that we can identify you, manage your account, provide service you have requested, and inform you of other related products and services to meet your needs.

We will only use or disclose personal information with your consent or in ways you would reasonably expect, including:

- To undertake a credit check of your credit history
- To enable connection to your Premises
- To bill your electricity and gas services and other related services with us
- For debt recovery purpose (this may include disclosure to external debt collectors and listing with credit reporting agencies)
- For our legal and regulatory reporting and compliance requirements
- As permitted or required by law, including instances where we are required or permitted by our retail authority to do so, such as to a law enforcement agency

We are bound by the Privacy Act 1988 and the National Privacy Principles, which can be obtained through the website of the Federal Privacy Commissioner: **www.privacy.gov.au**.

A copy of our Privacy Policy can be downloaded from our website.

We will take all reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date. We therefore recommend that you let us know if there are any errors in your personal information, and keep us up to date with any changes. You may edit or delete the personal information you provide to us on our website (unless the information in mandatory for your registration). To do so, you must first log in as a registered user, using your username, customer reference number and password. If you are unable to access this information, please send an email to: **support@covau.com.au**

Contacting us and interpreter services

Contacts Us

All Enquiries & Payments: 1300 689 866

Fax: 1300 997 331

Email: support@covau.com.au

Mailing Address: PO Box R241 ROYAL EXCHANGE NSW 1225

Interpreter Services

If you are a Residential Customer and the main language you speak is not English, but is a language common to our Residential Customer base, we will provide you with access to multi-lingual service. The contact number for this service is printed on all of our bills.

Complaints

CovaU aims to provide the highest level of customer service, which includes the handling of complaints.

Our complaints handling policy was created to be a fair and efficient mechanism to handle customer complaints.

If you wish to write to us (by email, facsimile or mail), you should provide your contact details, including your name, supply address and telephone number, account number and the details of your enquiry or complaint, including a copy of any supporting information.

You can contact us by using your preferred method in our Contact Us details on our website.

For all phone enquiries relating to your bills, connection services and other services arranged by us, you can contact us on 1300 689 866 from 8.00am to 6.00pm Monday to Friday. We will use our best endeavours to promptly respond to telephone calls and to written enquiries within 5 business days.

If at the end of the process you are not satisfied with our response, please ask for your complaint to be raised to a senior person in our organisation.

If you are not satisfied with our response, you may refer the complaint to your energy Ombudsman. You may also ask us to provide the reasons for our response in writing.

Where you have entered into an Agreement with us, you may also be contacted as part of an audit procedure, to confirm your understanding of and consent to the terms of that Agreement.

Faults and Emergencies

If you experience any type of gas or electricity failure or emergency, you can call the faults and emergencies number on your bill, or refer to the Distributor's website. Alternatively, you can call us and we will assist you where possible.

Continuity and Quality of Supply

Due the nature of energy, we cannot guarantee the quality, frequency, and continuity of energy to your property. Interruptions and inconsistencies with energy supply can cause problems with your sensitive equipment. We would suggest that you take reasonable precautions to minimise the risk of loss or damage to any equipment, property or your home, which may result from poor quality, or reliability of energy supply.

Force Majeure

A force majeure event is an event outside the reasonable control of you or us, which would result in you or us (the affected party) being in breach of obligations under our energy supply Agreement.

If a force majeure event occurs:

- The obligations of the affected party are suspended to the extent to which they are affected by the force majeure event as long as the force majeure continues
- The affected party must give the other party prompt notice of the force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects

The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither you nor we are required to settle any industrial dispute in any way that you or we do not want to).

Definitions of Terms

Acceptable Identification means, in relation to a Residential Customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other entitlement card issued under the law of the Commonwealth or of a State or Territory or a birth certificate. If a Business Customer is a partnership, each of the partners may need to be identified. If a Business Customer is a company, acceptable identification includes the Australian Company Number or the Australian Business Number.

Business Customer means a customer who is not a Residential Customer.

Business Day means a day other than a Saturday or Sunday or a national/state public holiday.

Energy means Electricity or Gas or both depending on your service agreement with us.

Charter means this document that sets out your rights and responsibilities.

Concession means a state government concession, rebate, or grant.

Distributor means the company, which owns and operates the distribution network of poles and wires through which electricity or gas is provided to your Premises.

CovaU or we or us means CovaU Pty Ltd

Ombudsman means the Energy Ombudsman or other dispute resolution body who has jurisdiction in your State or Territory.

Premises means the Premises or supply address stated in your energy plan and it's the address at which you purchase Energy from us under this Agreement.

Residential Customer means a customer who purchases electricity principally for personal, household, or domestic use at the relevant Premises.

Retailer means a company licensed to sell electricity or gas as authorised under the relevant State Laws or the National Energy Retail Law (South Australia) Act 2011.

Service Agreement means Market Retail Agreement or Standard Agreement unless stated otherwise

Market Retail Contract Terms and Conditions

PREAMBLE

This agreement is a market retail agreement. It is about the sale of energy to you at your Premises. This Agreement is made up of these Agreement Terms and Conditions, the Energy Benefits Details , your CovaU Sales Agreement and any other terms and conditions provided (if applicable) (collectively referred to as "this **Agreement**").

In addition to this Agreement, the energy laws and other consumer laws also contain rules about the sale of energy to small customers and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ("the **Rules**") set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

You also have a separate Agreement with your distributor, called a customer connection Agreement. The customer connection Agreement deals with the supply of energy to your Premises and can be found on your distributor's website. The standards of your supply of energy including reliability and interruptions are managed by your distributor.

More information about this Agreement and other matters are available on our website at www.covau.com.au.

For interpreter services:

Phone: 131 450

National Relay Services:

TTY: 133 677

Speak & Listen: 1300 555 727

SMS: 0423 677 767

CONTENTS

PART 1:SMALL MARKET RETAIL AGREEMENT TERMS AND CONDITIONS 18

1. THE PARTIES 18
2. DEFINITIONS AND INTERPRETATION 18
3. APPLICATION OF THESE TERMS AND CONDITIONS 18
4. AGREEMENT TERM 19
5. PLAN TYPE AND ELIGIBILITY REQUIREMENTS 22
6. EXIT FEE 23
7. SCOPE OF THIS AGREEMENT 24
8. YOUR GENERAL OBLIGATIONS 24
9. OUR OBLIGATIONS 25
10. PRICE FOR ENERGY AND OTHER SERVICES 25
11. GREENPOWER 27
12. BILLING 27
13. PAYING YOUR BILL 30
14. METERS 31
15. UNDERCHARGING AND OVERCHARGING 32
16. DISCONNECTION OF SUPPLY 33
17. RECONNECTION AFTER DISCONNECTION 34
18. WRONGFUL AND ILLEGAL USE OF ENERGY 35
19. NOTICES AND BILLS 35
20. PRIVACY ACT NOTICE 35
21. COMPLAINTS AND DISPUTE 36
22. FORCE MAJEURE 36
23. APPLICABLE LAW 37
24. RETAILER OF LAST RESORT EVENT 37
25. GENERAL 37
26. EXPLANATION OF TERMS 38

PART 2: ENERGY BENEFITS DETAILS: MARKET RETAIL AGREEMENTS 41

PART 1: SMALL MARKET RETAIL AGREEMENT TERMS AND CONDITIONS

1. THE PARTIES

This Agreement is between:

CovaU Pty Ltd (ABN 54 090 117 730), who sells energy to you at your Premises (in this Agreement referred to as "**we**", "**our**" or "**us**"); and

You, the customer to whom this Agreement applies (in this Agreement referred to as "**you**" or "**your**").

2. DEFINITIONS AND INTERPRETATION

(a) Terms used in this Agreement have the same meanings as they have in the Energy Laws.

However for ease of reference, a simplified explanation of some terms is given at the end of these Agreement Terms and Conditions.

(b) Where the simplified explanations given at the end of these Agreement Terms and Conditions differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

(c) Definitions of the capitalised terms used in this Agreement are also given at the end of these Agreement Terms and Conditions.

(d) A reference to a "clause" or "paragraph" in these Agreement Terms and Conditions means a clause or paragraph of these Agreement Terms and Conditions.

3. APPLICATION OF THESE TERMS AND CONDITIONS

3.1 Terms and conditions

(a) These Agreement Terms and Conditions set out the general terms and conditions of this Agreement.

(b) The Energy Benefits Details provides an explanation of all of the Benefits we offer under our different small market retail agreement offers. The Benefits applicable to you under this Agreement will be specified in your CovaU Sales Agreement.

(c) Your CovaU Sales Agreement sets out other terms and conditions of this Agreement, including the specific Benefits, tariffs and charges that apply to you under this Agreement.

3.2 Precedence and inconsistency

(a) Other than the Rules, if a regulatory requirement requires a matter to be included in this Agreement and it is not expressly included in this Agreement, the regulatory requirement is incorporated as if it were a term of this contract.

(b) Where requirements contained in the National Energy Retail Law and Rules apply to this Agreement, these requirements are taken to form part of this Agreement.

(c) Subject to paragraph (d), if there is an inconsistency between a regulatory requirement (other than the Rules), these Agreement Terms and Conditions, the CovaU Sale Agreement, or the Energy Benefits Details, the order of precedence will be the same as the order in which they are listed below:

i. CovaU Sale Agreement.

ii. Energy Benefits Details.

iii. Agreement Terms and Conditions.

iv. The regulatory requirement.

(d) If a regulatory requirement (other than the Rules) provides that the requirement must prevail in the event of an inconsistency, that requirement will prevail to the extent of the inconsistency.

3.3 Application of these terms and conditions

This Agreement applies to Small Customers. Whether you're a Small Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you're a Small Customer if:

(a) you're a Residential Customer, except in the Northern Territory;
(b) in New South Wales (NSW), Queensland (QLD) or the Australian Capital Territory (ACT), you're a Business Customer who uses less than 100MWh of electricity per year or less than 1TJ of natural gas per year;
(c) in South Australia (SA), you're a Business Customer who uses less than 160MWh of electricity per year or less than 1TJ of natural gas per year; or
(d) in Victoria (VIC), you're a Business Customer who uses less than 40MWh of electricity or less than 1TJ of natural gas per year; or
(e) in Tasmania (TAS), you're a Business Customer who uses less than 150MWh of electricity per year.

Your Distributor determines whether you're a Small Customer. It's your responsibility to tell us or your Distributor if the amount of energy you use changes significantly.

3.4 Application of the Rules

If you're not a small customer but you have been classified as consuming less than 100MWh (NSW, QLD, ACT) or 40MWh (VIC) or 150MWh (TAS) or 160MWh (SA) of electricity per year and/or 1TJ of gas per year, we both agree to apply the Rules to you as if you were a small customer.

3.5 Electricity or gas

These Agreement Terms and Conditions apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we're your retailer for both electricity and gas, you have a separate Agreement with us for each of them.

4. AGREEMENT TERM

4.1 When does this Agreement start?

This Agreement starts on the Agreement Start Date, which is the date you accept our small market offer to supply energy to you (before the relevant market offer expiry date) by:

(a) signing and returning your CovaU Sale Agreement to CovaU; or

(b) giving CovaU your verbal acceptance of the relevant small market offer; or

(c) giving CovaU your acceptance of the relevant small market offer electronically (for e.g, by using our Online Acceptance Form, by email or by SMS); or

(d) indicating your acceptance by any other manner that is consistent with the National Energy Retail Law. Your energy supply, however, will not start until the Supply Start Date in accordance with clause 4.3 of this Agreement.

4.2 Cooling-Off Period

(a) You have the right to cancel this Agreement within 10 business days after the later to occur of:

   i. the Agreement Start Date; and

   ii. the day on which you receive a copy of this Agreement in accordance with the Rules, referred to as the "Cooling-Off Period".

(b) You may exercise your right to cancel this Agreement within the Cooling-Off Period even though you agreed to or accepted this Agreement.

(c) You may cancel this Agreement within the Cooling-Off Period by informing us either orally or in writing of your intention to cancel this Agreement. If

you do so:

i. this Agreement will end immediately and will be of no effect; and

ii. you will continue to be supplied with energy services under any current arrangement with us or your relevant third party energy supplier.

(d) Upon request, we will provide you with a copy of our record of your cancellation at no charge.

(e) If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. In some circumstances you may have up to 6 months to cancel this agreement.

(f) If you cancel this agreement during the Cooling-off period you will not have to pay us any costs, compensation or any other amount arising as a result of that cancellation but you may have to pay us for any electricity supplied or any other services supplied up until cancellation (as allowed by Energy Laws) including new connection costs.

To cancel this agreement in writing please complete the notice at the end of these terms and conditions and return it to CovaU Pty Ltd at:

CovaU Pty Ltd
Attention Customer Service
Po BOX R241 Royal Exchange NSW 1225
Or email it to: Support@covau.com.au
Or Fax it to: 1300 997 331

Note: If the supply of any goods have been provided to you under this agreement you must either return any goods to the supplier or arrange for the goods to be collected.

4.3 Start of energy supply

Energy supply to your Premises will start:

(a) if you're not an existing customer of ours – on the date on which your assigned meter identifier has been transferred to us; or

(b) If you are an existing customer of ours – upon the expiry of the Cooling-Off Period or a later date specified in your CovaU Sale Agreement, referred to as the "Supply Start Date".

4.4 Your right to end this Agreement

(a) In addition to your right to cancel this Agreement under clause 4.2, you may end this Agreement at any time after the end of the Cooling-Off Period by notifying us that you wish to end this Agreement.

(b) If you want to end this Agreement because:

i. you want to start taking energy supply at your existing Premises from another retailer – this Agreement will end on the date on which your assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the Premises); or

ii. you're vacating your Premises and your Agreement won't be continuing at your new Premises – this Agreement will end on the date of the final meter read at the Premises, unless clause 4.5(c) applies; or

iii. you're remaining at your Premises but wish your energy supply to be disconnected – this Agreement will end 10 business days after the date of disconnection as provided for in clause 4.9(a)(vii); or

iv. you want to start an entirely new Agreement with us (rather than amend this Agreement to reflect new arrangements), this Agreement will end on a date that we both agree.

4.5 Final meter read at the Premises

If:

i. you want to start taking energy supply at your existing Premises from another retailer; or

ii. you're vacating your Premises (whether or not you want to take this Agreement with you to your new Premises); or

iii. you are remaining at your Premises but wish your energy supply to be disconnected you'll need to notify us.

(a) In all of these cases, a final meter read will need to be taken at your existing Premises. You can choose to wait for the next scheduled meter read or, if you want this to happen sooner, you can ask us to arrange a special meter read (in which case an additional fee will apply). If you're transferring your Premises to another retailer and your new retailer arranges for a special meter read, we won't need to arrange it or charge you the fee.

(b) You will be responsible for tariffs and charges for energy supply at your existing Premises until and including the date of the final meter read (regardless of who actually used the energy).

(c) In addition, if you continue to take supply from us at your existing Premises after the date of the final meter read (for example, where we haven't disconnected the Premises, the Premises haven't been transferred to another retailer and you remain there), you will continue to be liable for tariffs and charges for that energy supply for as long as you continue to take supply.

4.6 Vacating your Premises

(a) If you're vacating your Premises, you must also provide your forwarding address to us for your final bill under this Agreement.

(b) We may also require you to pay a disconnection fee.

4.7 Moving Premises

(a) If you're moving Premises, you may ask us to transfer this Agreement to your new Premises by giving us three (3) business days' notice.

(b) If you do so, we may offer to amend this Agreement by transferring this Agreement to your new Premises. The notice will specify the tariffs and charges, Benefits and other terms and conditions that apply to this Agreement at your new Premises.

(c) If you accept the offer, this Agreement will be amended in accordance with the notice and will continue on those terms.

We may also require you to pay a connection or reconnection fee at your new Premises.

(d) If you reject the offer, this Agreement will end under clause 4.4(b)(ii).

4.8 Credit checks

(a) For both residential and business customers we will carry out a credit check on you and use the information to establish your credit rating. In order to carry out a credit check, we may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reports about you relating to your consumer credit and commercial credit history. In accordance with relevant laws, we may report an overdue payment to a credit reporting agency see clause 16.4 for details on debt collection procedures.

(b) If a credit check results are not satisfactory to us, we may end this Agreement immediately by notifying you within the Cooling-Off Period.

(c) Alternatively, in the 14-day period after the end of the Cooling-Off Period, we may give you a notice amending the terms of this Agreement by replacing the tariffs, charges and Benefits specified in your CovaU Sale Agreement with our Standing Offer prices.

4.9 When does this Agreement end?

(a) This Agreement ends:

i. if clause 4.2 applies (Cooling-Off Period) – as set out in that clause; or

ii. if clause 4.4 applies (Your right to end this Agreement) – as set out in that clause (whether or not you give us the necessary notifications under that clause); or

iii. if clause 4.8(b) applies (unsatisfactory credit check) – as set out in that clause; or

iv. if clause 5.2(b) applies (ineligibility for your plan) – as set out in that clause; or

v. if clause 24 applies (Retailer of Last Resort Event) – as set out in that clause; or

vi. if you're not a small customer or are no longer a small customer and we notify you that this Agreement will end on a date specified by us in the notice or as otherwise agreed between us;

Or if:

vii. the Premises are disconnected (other than where we choose to disconnect after you leave the Premises and clause 4.4(b)(ii) applies); and

(b) You haven't met the requirements in the Rules for reconnection, at the end of the period of 10 business days from the date of disconnection;

or

i. on a date or event specified in your CovaU Sale Agreement; or

ii. if we both agree to a date to end this Agreement – on the date that is agreed, referred to as the "Agreement End Date".

(c) Rights and obligations accrued before the end of this Agreement continue despite the end of this Agreement, including any obligations to pay amounts to us. We may issue bills to you after the Agreement End Date for energy supply and other services provided up until the Agreement End Date.

4.10 What happens once this agreement has ended?

Where this agreement ends under clause 4.9 (b) (i):

Prior to the end of this agreement under clause 4.9 (b) (i) CovaU will contact you and may offer you a new agreement or discuss your options. You may choose to accept a new market or standing offer agreement or may choose an alternate retailer for your energy supply.

Where you opt to do nothing and do not either enter into a new agreement with CovaU or arrange for an alternate retailer for your supply CovaU will place you on a Deemed Agreement where standing offer prices apply. Please see our website **www.covau.com.au** for more information about Standard Retail Agreements terms and conditions.

5. PLAN TYPE AND ELIGIBILITY REQUIREMENTS

5.1 Your plan type

(a) The plan specified in your CovaU Sale Agreement is the plan that you have accepted.

5.2 What happens if you weren't eligible for your plan at the Agreement Start Date?

(a) If we determine (after you enter into this Agreement) that you weren't eligible for your plan (in accordance with the eligibility requirements set out in your CovaU Sale Agreement) at the time of entering into this Agreement, or that you were on a different network tariff at the time of entering into this Agreement from the one that we had believed you were on, we'll contact you to advise you of the options you have. If you don't select any of the options provided to you within the period specified, and:

i. you weren't a customer of ours immediately prior to entering this Agreement, you agree to us initiating a transfer of your assigned meter identifier to the energy retailer who was responsible for supplying energy to your Premises immediately prior to you entering into this Agreement or, if this isn't possible, a plan determined by us appropriate to your usage; or

ii. you were a customer of ours immediately prior to entering into this Agreement, you agree to us transferring you to the plan you were previously on or, if such plan is no longer available, to a plan determined by us appropriate to your usage.

(b) This Agreement ends upon the transfer of your assigned meter identifier in accordance with paragraph (a) (i) to another energy retailer and you will still be responsible for paying us for any energy and other charges up to the date of the transfer.

(c) If paragraph (b) doesn't apply, this Agreement continues on the terms and conditions applicable to the plan to which you are transferred and you are deemed to have been on that plan from the Agreement Start Date.

5.3 What happens if you become ineligible for your plan?

(a) If at any time we become aware that you no longer meet the eligibility requirements for your plan set out in your CovaU Sale Agreement, whether due to a change in use or for any other reason, or if your network tariff changes, we may notify you that you're no longer eligible for your current plan.

(b) The notice may include an offer to amend this Agreement by transferring you to a different plan appropriate to your circumstances and the notice will detail the terms and conditions of the offer (including the Benefits, tariffs and charges applicable to the different plan).

(c) If you don't reject the offer within the period set out in the notice, you agree that you are taken to have accepted the offer. This Agreement will be amended in accordance with the notice and you will be on the plan specified in the notice. You will be deemed to have been on that plan from the date you became ineligible.

(d) If within the period set out in the notice you notify us that you reject the offer and want to end this Agreement, this Agreement ends in accordance with clause 4.4.

(e) If within the period set out in the notice you notify us that you reject the offer but don't also notify us that you want to end this Agreement, you agree that after the period set out in the notice this Agreement will continue on our standing offer prices.

(f) If the notice does not contain an offer in accordance with paragraph (b), you agree that after the period set out in the notice this Agreement will continue on our standing offer prices.

(g) If paragraphs (e) or (f) apply, the tariffs, charges and Benefits specified in your CovaU Sale Agreement will be replaced with our standing offer prices.

(h) If paragraphs (d), (e) or (f) apply, then from the date that you became ineligible until:

i. this Agreement ends (in the case of paragraph (d)); or

ii. the standing offer prices start to apply (in the case of paragraph (f) we may bill you for energy supplied and other services provided at the tariffs and charges applicable to a plan most appropriate to your use.)

6. EXIT FEE

(a) If provided for in your CovaU Sale Agreement, Price Fact Sheet, you must pay one or more exit fees if you end this Agreement and as a result the Agreement End Date is during the Exit Fee Term. The amount of any exit

fees will be specified in your CovaU Sale Agreement, Price Fact Sheet.

(b) An exit fee won't apply in any of the following circumstances:

i. if you end this Agreement during the Cooling-Off Period in accordance with clause 4.2; or

ii. if you vacate your Premises but immediately enter into a new Agreement with us at your new Premises; or

iii. If you vacate your Premises and transfer this Agreement to your new Premises (note that other fees may apply, such as for special meter reads, connection, disconnection or reconnection); or

iv. If you vacate your Premises and move to a location that we don't service.

(c) If you vacate your Premises and you've paid any exit fees in relation to the end of this Agreement and you enter into a new Agreement with us within 3 months of the Agreement End Date, we'll credit to your first bill under your new Agreement with us the amount of the exit fees paid. We reserve our right to require you to provide evidence of your pervious account to obtain the benefit provided under this clause. This clause survives the termination of this Agreement.

(d) We may also waive an exit fee at our discretion depending on the circumstances.

7. SCOPE OF THIS AGREEMENT

7.1 What is covered by this Agreement?

(a) Under this Agreement we agree to sell you energy at your Premises. We also agree to meet other obligations set out in this Agreement and to comply with the energy laws.

(b) In return, you agree:

i. to be responsible for charges for energy supplied to the Premises until this Agreement ends under clause 4.9 even if you vacate the Premises earlier; and

ii. to pay the amounts billed by us under this Agreement; and

iii. to meet your obligations under this Agreement and the energy laws.

7.2 What is not covered by this Agreement?

This Agreement doesn't cover the physical connection of your Premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your Premises. This is the role of your distributor under a separate Agreement called a customer connection Agreement.

8. YOUR GENERAL OBLIGATIONS

8.1 Full information

You must give us any information we reasonably require for the purposes of this Agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

8.2 Updating information

You must tell us promptly if information you've provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the Premises).

8.3 Life support equipment

(a) If a person living at your Premises requires life support equipment, you must register the Premises with us. We will ensure that this information is registered with your energy distributor so that any interruptions in supply may be handled appropriately. You will be required to fill out the forms, to be signed by a medical practitioner (registered in Australia) to confirm the details of your life support equipment and the requirement for same at

your Premises. This information may be requested by, and must be provided to, us regardless of your eligibility to claim any life support concession available in your state.

(b) You must tell us if the life support equipment is no longer required at the Premises.

(c) If the Premises are registered as having life support equipment, we must give you:

i. General advice relating to the retailer planned interruption to the supply of electricity to the Premises;

ii. At least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the Premises; and

iii. An emergency telephone number

(d) Subject to satisfying the requirements in the Energy Laws, if you don't provide medical confirmation to us or your distributor, we may cease registration of your premises as having life support equipment.

8.4 Obligations if you are not an owner

If you can't meet an obligation relating to your Premises under this Agreement because you're not the owner you won't be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the Premises fulfils the obligation.

9. OUR OBLIGATIONS

(a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality and fitness for purpose or safety, other than those set out in this Agreement.

(c) Unless we've acted in bad faith or negligently, the Energy Laws excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your Premises. This includes any loss or damage you suffer as a result of the defective supply of energy.

10. PRICE FOR ENERGY AND OTHER SERVICES

10.1 What are our tariffs, and charges?

(a) Our tariffs and charges for the sale of energy to you under this Agreement are set out in your CovaU sale agreement. You agree to pay these tariffs and charges.

(b) The amount we charge you for the energy consumed at your Premises is generally made up of the following components:

i. the Usage Charges;

ii. the Daily Supply Charge; and

iii. the Capacity Charges (if applicable), as specified in your CovaU sales agreement or Price Fact Sheet, unless your CovaU sale agreement contains a different pricing structure.

iv. the GreenPower Charges (if applicable), as specified in your CovaU sales agreement or Price Fact Sheet

(c) Different Usage Charges may apply at different times during the day or to different energy consumption thresholds. If so, the different rates, times at which these different rates apply, consumption thresholds and how they apply will be specified in your CovaU Sale Agreement.

(d) In addition to the amount referred to in paragraph (b), the tariffs and charges that you're required to pay may include any or all of the following:

i. Exit fees.

ii. Late payment fees.

iii. Merchant service fees.

iv. Fees for dishonoured payments.

v. CovaU will normally initiate a special meter read if your next scheduled meter read falls more than 30 days after sign up as part of the process to switch your services to CovaU. Additional costs related to your meter that are incurred at your request or due to your act or omission, such as fees for a special meter read, installation of a new meter or meter repair. These costs don't include the costs of a scheduled meter read or any meter repair or installation as a result of a faulty meter (unless you're responsible for causing the fault).

vi. Payment processing fees (e.g. a fee for paying your bill over the counter in person at a third party retailer or outlet)

vii. Connection, disconnection or reconnection fees.

viii. Any other fees imposed by your distributor due to something specific to your needs (this doesn't include ordinary charges for the use of the networks in order to supply energy to you, which are already included in the tariffs and charges under this Agreement).

ix. Any other fees set out in your CovaU Sale Agreement.

x. Fees for any other goods or services required, or requested by you, on a case by case basis (whether or not the fee is specifically set out in the CovaU Sale Agreement).

10.2 Changes to tariffs and charges

(a) We may vary the tariffs and charges set out in your CovaU Sale Agreement. We'll give you notice of any variations to tariffs and charges that affect you as soon as possible, and in any event no later than your next bill (unless a longer period is required under energy laws).

(b) We'll also publish any changes to tariffs and charges on our website.

(c) If we vary the tariffs and charges set out in your CovaU Sale Agreement during the Exit Fee Term in accordance with this paragraph and you end this Agreement, we may, at our discretion, waive any applicable exit fee.

10.3 Pro rata calculations

(a) If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis or as otherwise provided for in the energy laws.

(b) We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

10.4 GST

(a) Amounts specified in your CovaU Sale Agreement from time to time and other amounts payable under this Agreement may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

(b) Where an amount paid by you under this Agreement is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

10.5 Government Initiatives and Regulatory Changes

Amounts specified in your CovaU Sale Agreement and the Price Fact Sheet from time to time and other amounts payable under this Agreement may be amended for Government based initiatives and regulatory changes as required by law.

11. GREENPOWER

11.1 This clause 11:

(a) Applies if the CovaU Sale Agreement specify that you have chosen our GreenPower product for all or part of your energy Usage; and

(b) Ceases to apply if we are unable to continue to provide our GreenPower product for any reason or we cease to be a GreenPower Provider under the National GreenPower Accreditation Program

11.2 You must pay the GreenPower charges in addition to other Charges payable under this Contract.

11.3 The GreenPower charges in a Billing Period are calculated as the total usage quantity at all relevant supply addresses or that proportion of it specified in the CovaU Sale Agreement during that Billing Period multiplied by the GreenPower Rate.

11.4 We may vary the tariffs and charges of your GreenPower charges from time to time and we'll use our best endeavours to provide you with notice as soon as practicable, or in any event no later than your next bill, if we vary these tariffs and charges.

11.5 We will ensure that energy from accredited GreenPower sources, equivalent to the proportion of your energy Usage nominated by you and detailed in the CovaU Sale Agreement, is produced from GreenPower Generators accredited under the National GreenPower Accreditation Program.

11.6 You must provide reasonable notice if you request that you no longer wish to purchase our GreenPower product for all or part of your energy Usage.

11.7 If for any reasons we are unable to continue to provide our GreenPower product or we cease to be a GreenPower Provider under the National GreenPower Accreditation Program, we will notify you of your options as soon as practicable.

11.8 This clause 11 does not limit, vary or exclude the operation of any contract between you and us for the sale of energy.

12. BILLING

12.1 General

We'll send a bill to you as soon as possible after your meter has been read. Bills sent to a physical address will incur a nominal fee. We'll send the bill:

(a) To you at the physical or electronic address nominated by you; or

(b) To a person authorized in writing by you to act on your behalf at the billing address specified by you.

12.2 Small Market Retail Customers Billing Frequency

A bill will be prepared and sent to you as early as possible after your meter has been read and data is provided to us.

Where meters are read and data is provided to us quarterly you agree:

(a) To a Bill Smoothing arrangement under clause 12.6 if you are residential customer to a

(b) To Interim Invoicing under clause 12.7 if you are a business customer.

Where meters are read and data is provided to us daily or monthly you agree to receive your bill monthly

12.3 Calculating the bill

Unless otherwise agreed, the bill we send to you will be calculated based on:

(a) The amount of energy consumed at your Premises during the billing cycle including:

i. Where applicable, maximum or agreed capacity (using information obtained from reading your meter or otherwise in accordance with the Rules); and

ii. The amount of fees and charges for any other services provided under this Agreement during the billing cycle; and

iii. The charges payable for services provided by your distributor, including connection charges if you've asked for a new connection or connection alteration if you have not made alternative arrangements with your distributor.

12.4 Estimating the energy usage

(a) You acknowledge and agree that we may estimate the amount of energy consumed at your Premises if your meter can't be read, or if your metering data isn't obtained (for example, if access to the meter isn't given or the meter breaks down or is faulty).

(b) If we estimate the amount of energy consumed at your Premises to calculate a bill, we must:

i. clearly state on the bill that it is based on an estimation; and

ii. when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.

(c) If a later meter read shows that you've been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.

(d) If the meter hasn't been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we'll comply with your request but may charge you any cost we incur in doing so.

12.5 Your historical billing information

When you ask us to, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you a reasonable charge for any data requested for an earlier period or more than once in any 12 month period.

12.6 Smoothpay

Your smoothpay payment amount is determined by your estimated annual usage, network costs, and your rates. The total amount is divided by 12 to provide a regular monthly payment amount.

(a) By entering into this Small Market Contract with us, you agree to pay to us a regular smoothpay instalment amount. This smoothpay amount, along with the regular payment date selected by you is specified in your welcome letter and sale agreement.

(b) You agree that your smoothpay amounts will be collected by automatic direct debit or credit card payments.

(c) Smoothpay payments will be credited to your next bill, any remaining balances on your bill will be collected through your direct debit or credit card on the due date shown on each bill.

(d) Any remaining credit balances after your bill has been issued will be retained by us and applied to any other outstanding balances or your next bill. At the end of this Small Market Contract we will refund any remaining credit balances to you.

(e) Your Smoothpay amount will be regularly reviewed, and we may propose a change in the agreed amount based on your actual usage and charges. We will provide you with 30 days notice in writing of any proposed changes. We will not propose more than 2 changes in a 12 month period.

(f) You may object to a proposed change in your smoothpay amount if the proposed change varies by 20% or more than your current agreement. You must notify us within the 30 days' notice period of your objection or the proposed change will become effective.

(g) We will not pay interest on any payments made in advance by you (except where provided as a refundable advance/Security Deposit)

12.7 Interim Invoicing (Monthly Billing)

Interim invoicing is used for business customers who have a quarterly read meter.

Your Interim Invoice amount is determined by your estimated annual usage, network costs, and your rates. The total amount is divided by 12 to provide a monthly payment amount. Where an actual reading is not available an interim invoice will be sent to you each month for this amount. When your actual reading is made available to we will produce your actual invoice showing your usage and supply charges less any interim payments that have been made and apply any discounts that you have qualified for. You must pay for any outstanding balances on both your interim and actual invoices by the due date shown to be eligible for pay on time discount.By entering into this Small Market Contract with us, you agree to pay to us a regular monthly interim payment which will be sent to you in an invoice each month and you agree to pay each invoice by the due date provided on the invoice.

(a) Interim payments will be credited to your next actual invoice. Your actual invoice will be produced as soon as possible after your meters have been read and data provided to us.

(b) Any remaining credit balances after your bill has been issued will be retained by us and applied to any other outstanding balances or your next actual invoice. At the end of this Small Market Contract we will refund any remaining credit balances to you.

(c) Your Actual Invoice amount will be regularly reviewed, and we may propose a change in the agreed amount based on your actual usage and charges. We will provide you with 30 days notice in writing of any proposed changes. We will not propose more than 2 changes in a 12 month period.

(d) You may object to a proposed change in your Interim Invoice amount if the proposed change varies by 20% or more than your current agreement. You must notify us within the 30 days' notice period of your objection or the proposed change will become effective.

(e) We will not pay interest on any payments made in advance by you (except where provided as a refundable advance/Security Deposit)

(f) All Interim Invoices must be paid by the due date shown on the invoice for pay on time discount to apply to your next actual invoice.

12.8 Payment Terms and Conditions

(a) CovaU will accept payment for a bill by you in any of the following ways:

i. Telephone;

ii. Direct debit, credit card;

iii. BPay;

iv. Cheque;

v. Post Billpay.

(b) Where you and CovaU have entered into a direct debit arrangement, the following terms and conditions will apply:

i. Where you have one CovaU account number for your gas and electricity accounts, the direct debit agreement will apply to both your gas and electricity bills.

ii. This direct debit arrangement is not available on some passbook savings accounts. Please check with your bank before entering into the direct debit arrangement.

iii. If you nominate a credit card account, it can only be a Visa or MasterCard credit card. A payment processing fee, GST inclusive, may apply to payments made from a credit card account.

iv. If your credit card has reached its expiry date, you must provide CovaU with your new details at least three business days prior to the next scheduled payment.

v. Bank transaction fees and Government taxes may apply.

vi. Payments falling on a non-business day will be deducted from your nominated account on the next business day.

vii. If your energy account has an overdue amount prior to the direct debit agreement commencing, this amount will be debited from your nominated financial account within three business days of the receipt of this authority.

viii. Where this direct debit agreement is being used for a smoothpay s chedule, the direct debit agreement will be used for both scheduled smoothpay collections and any balances owing on an invoice. Amounts owing on an invoice will be debited on the due date shown on each invoice.

ix. If sufficient funds are not available in your nominated financial account at the time of processing a payment, a dishonour fee may be charged by both your financial institution and CovaU to cover reasonable administrative and processing costs.

x. CovaU may discontinue your direct debit arrangement if two consecutive payments are refused by your financial institution. You must then pay your energy bills using another CovaU payment option.

xi. If you wish to change your direct debit agreement (including your bank details), you must provide CovaU with a new authority at least three business days prior to the next payment.

xii. To terminate your direct debit agreement you must notify CovaU or your financial institution at least three business days prior to your next payment. If you cancel your direct debit authority by notifying your financial institution, you must use your best endeavours to notify CovaU as soon as practicable after the cancellation.

xiii. If you cancel your Direct Debit authority, we will no longer rely on this Direct Debit authority. If you are leaving CovaU, a final account will be sent to you and the amount due will be debited from your nominated financial account.

xiv. CovaU reserves the right to, at any time, withdraw this product or stop or change a direct debit agreement with 14 days prior notice.

In the event that CovaU ceases to trade, all payment plans will be cancelled immediately and both you and your financial institution will be notified.

Contact CovaU customer service department on 1300 689 866 for assistance or if you have a query about any agreement details.

13. PAYING YOUR BILL

13.1 What you have to pay

You must pay each bill in full by the due date or make payments in accordance with your payment schedule or instalment plan. You can pay your bill by any of the options listed on your bill.

13.2 When you have to pay

Each invoice is provided with a minimum payment term of 13 business days from the date of issue. To qualify for pay on time discount (if applicable) you must pay by the due date shown on each invoice.

13.3 Issue of reminder notices

If you haven't paid your bill by the invoice due date, we'll send you a reminder notice that payment is due and must be paid. The reminder notice will give

you a further due date for payment that will be no fewer than 6 business days after we issue the notice.

13.4 Difficulties in paying

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options.

(b) If you're a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan.

Other options in addition to a payment plan that we make available to you include:

- Information on independent financial and other relevant counselling services;
- Information regarding government concessions, rebates or grants that may be available to assist with financial hardship; and
- Arrangements for advance payment of future bills.

(For premises outside Victoria) However, we're not obliged to offer you the option of paying your bill under a payment plan if you've had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.

(c) Additional protections may be available to you under our Customer Hardship Policy and under the Energy Law ifyou're a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

13.5 Late payment fees

(a) We may require you to pay a late payment fee if you haven't paid the full amount of a bill by the invoice due date (unless we're prohibited by energy laws from asking you to do this).

(b) The amount of the late payment fee is specified in your pricing schedule and or Sale Agreement.

13.6 Merchant service fees

A merchant service fee may be applicable to particular methods of paying your bills. If a merchant service fee is applicable it will be set out in your CovaU Sale Agreement or we'll give you prior notice that such a fee is to apply.

13.7 Fees for dishonoured payments

If, due to fault by you, your payment is dishonoured or reversed and it results in us incurring a fee, we may recover the amount of this fee from you.

14. METERS

(a) You must allow safe and unhindered access to your Premises for the purposes of measuring, testing, inspecting, replacing, altering or maintaining the meters (where relevant) and connecting, disconnecting or reconnecting your energy supply. You agree to pay the reasonable costs we incur as a result of your failure to allow such access.

(b) We'll do our best to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistent with the metering rules and in any event at least once every 12 months.

(c) If we or our representatives seek access to the Premises under paragraph (a) we will:

i. Comply with all relevant requirements under the energy laws; and

ii. Carry or wear official identification; and

iii. show the identification if requested.

(d) If we propose to replace your electricity meter we must give you notice with the right to decline the meter replacement unless:

i. Your meter is faulty or sample testing indicates it may become faulty; or

ii. You have requested or agreed to the replacement of your meter.

(e) We'll make arrangements for metering services on your behalf to ensure your Premises complies with the energy laws. You'll be responsible for the cost of any site modifications required, any meter installation fee and, if you request any special meter reads, the cost of such meter reads.

14.1 Interruption to electricity supply – Retailer Planned

(a) We may arrange a retailer planned interruption to supply of electricity to your Premises where permitted under the energy laws for the purpose of installation, maintenance, repair or replacement of your electricity meter.

(b) If your electricity supply will be affected by a retailer planned interruption arranged by CovaU, we will give you at least 4 business days' notice by mail, email, SMS or other appropriate means.

14.2 Your right to information about planned interruptions

(a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the Premises which was arranged by us.

(b) If you request an explanation in writing we must, within 10 business days of receiving the request, give you either;

i. A written explanation; or

ii. An estimate of time it will take to provide a more detailed explanation if a longer period is reasonably required.

(c) For interruptions made by your distributor, we may refer you to your distributor for more information.

14.3 Changing Meters

If during the term of this Contract:

(a) The Customers electricity consumption or demand changes materially;

(b) The basis for calculating network charges is varied; or

(c) The requirements of the metering rules are amended

CovaU must arrange installation for a further replacement meter at a connection point. The Customer must meet CovaU's reasonable costs of installing and maintaining the relevant meter and pay any adjusted metering charges.

The Customer is liable for any meter termination charges should this contract be terminated prior to the expiry date.

15. UNDERCHARGING AND OVERCHARGING

15.1 Undercharging

(a) If we've undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

i. we won't charge interest on the undercharged amount; and

ii. we'll offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if fewer than 12 months), or otherwise over 12 months.

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months (4 months in VIC) immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

15.2 Overcharging

(a) Where you have been overcharged by less than $50 (or such other amount

as determined in accordance with the Energy Laws from time to time), and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by more than $50 (or such other amount as determined in accordance with the Energy Laws from time to time) or more, we must inform you within 10 business days of our becoming aware of the overcharge and if, you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you've been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the 12 months before the error was discovered.

15.3 Reviewing your bill

(a) If you disagree with the amount you've been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we are required to arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You'll be liable for the cost of the check or test and we may ask for payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.

(c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:

i. The portion of the bill that you don't dispute; or

ii. An amount equal to the average of your bills in the last 12 months.

(d) You may lodge a dispute with the Ombudsman after completion of your review if you are not satisfied with the decision of the review

16. DISCONNECTION OF SUPPLY

16.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your Premises if:

(a) You don't pay your bill by the pay-by date and, if you're a residential customer, you:

i. fail to comply with the terms of an agreed payment plan; or

ii. don't agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; or

iii. (For Victoria only) you are receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or

(b) You don't give access to your Premises to read a meter (where relevant) for 3 consecutive meter reads; or

(c) There has been illegal or fraudulent use of energy at your Premises in breach of clause 18; or

(d) We're otherwise entitled or required to do so under the Rules or by Energy laws; or

(e) you are a new customer of ours at the premises and you fail to provide us with the Acceptable Identification we require.

Note: Fees apply for all disconnection and site visits; see your price fact sheet or visit our website for relevant fees and charges.

16.2 Notice and warning of disconnection

Before disconnecting your Premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we don't have

to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your Premises or where there is an emergency or health and safety issue).

16.3 When we must not arrange disconnection

(a) Subject to paragraph (b), your Premises will not be disconnected under the following circumstances and during the following times ("the protected period"):

i. On a business day before 8.00am or after 3.00pm (or 2.00pm if you're a residential customer whose premises are located in Victoria); or

ii. On a Friday or the day before a public holiday; or

iii. On a weekend or a public holiday; or

iv. On the days between 20 December and 31 December (both inclusive) in any year; or

v. If you're being disconnected under clause 16.1(a), during an extreme weather event.

vi. If you're being disconnected under clause 16.1(a), a bill where the total amount of the arrears is less than $300 (inclusive of GST) (VIC only)

(b) Your Premises may be disconnected within the protected period:

i. for reasons of health and safety; or

ii. in an emergency; or

iii. as directed by a relevant authority; or

iv. if you're in breach of the relevant clause of your customer connection Agreement that deals with interference with energy equipment; or

v. if you ask us to arrange disconnection within the protected period; or

vi. if your Premises contain a commercial business that only operates within the protected period and where access to the Premises is necessary to effect disconnection; or

vii. where the Premises are not occupied.

16.4 Debt Collection Procedures

We may commence debt collection procedures for outstanding balances, provided we have satisfied the requirements in clause 13.4 Difficulties in Paying.

We may additionally charge you our direct and indirect costs associated with collecting your debt including legal fees, or fees and commissions we pay to a debt collection agencies.

16.5 Shortened Collection Cycles

You may be placed on a shortened collection cycle (where permitted by relevant Energy Laws) if you have received any reminder notices for 2 consecutive invoices. If you are placed on a shortened collection cycle failure to make a payment may result in arrangements for disconnection of supply of energy without further reminder notices being issued. If you are placed on a shortened collection cycle you will remain on the cycle until 3 consecutive invoices have been paid by the payment due date.

17. RECONNECTION AFTER DISCONNECTION

(a) We must request your distributor to reconnect your Premises if, within 10 business days of your Premises being disconnected:

i. you ask us to arrange for reconnection of your Premises; and

ii. you rectify the matter that led to the disconnection; and

iii. you pay any reconnection charge (if we ask you to do so).

(b) If you don't meet the requirements in paragraph (a) within 10 business days of your Premises being disconnected, this Agreement ends

in accordance with clause 4.9(b).

Note: Fees apply for all reconnection and site visits; see your price fact sheet for relevant fees and charges.

18. WRONGFUL AND ILLEGAL USE OF ENERGY

You must not, and must take reasonable steps to ensure others don't:

(a) Illegally use energy supplied to your Premises; or

(b) Interfere or allow interference with any energy equipment that is at your Premises except as may be permitted by law; or

(c) Use the energy supplied to your Premises or any energy equipment in a manner that:

   i. unreasonably interferes with the connection or supply of energy to another customer; or

   ii. causes damage or interference to any third party; or

(d) Allow energy purchased from us to be used otherwise than in accordance with this Agreement and the Rules; or

(e) Tamper with, or permit tampering with, any meters or associated equipment.

19. NOTICES AND BILLS

(a) Notices and bills under this Agreement must be sent in writing, unless this Agreement or the Energy Laws say otherwise.

(b) If you've provided your consent in accordance with the Rules (either at the time of entering into this Agreement or at a later stage) to receive notices and bills electronically, we will send notices and bills under this Agreement to you electronically.

(c) A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):

   i. on the date it is handed to the party, left at the party's Premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or

   ii. on the date 2 business days after it is posted; or

   iii. on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.

(d) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

20. PRIVACY ACT NOTICE

(a) We'll comply with all relevant privacy legislation in relation to your personal information.

(b) You consent to us using your personal information and sending you information in accordance with our Privacy Policy Statement, as amended from time to time. By entering into this Agreement you also authorise your distributor to release to us previous energy usage data for your Premises.

(c) You can tell us if you don't consent to our use of such information, or if you don't wish to receive such information, by calling us on 1300 689 866.

(d) We will collect, use and disclose personal information in accordance with the Australian Privacy Principles and as set out in our Privacy Policy Statement. You can find our Privacy Policy Statement on our website. If you have any questions about our practices and procedures relating to our collection, use and disclosure of personal information, you can contact our Customer Service Team on 1300 689 866.

As explained in further detail in our Privacy Policy Statement, we will only collect, use and disclose personal information with your consent, including:

- to sell, deliver and market (including by direct marketing) energy services to you;
- for customer analysis purposes;
- to undertake a credit check of your credit history;
- to enable connection of the services to your Premises;
- to bill you for your electricity, gas and other related service account with us;
- or debt recovery purposes (this may include disclosure to external debt collectors and listing with credit reporting agencies);
- If your account is sent to debt collection agencies you may be liable for any legal or mercantile fees that are accrued in the recovery of amounts owing.
- for our legal and regulatory reporting and compliance requirements; and
- as permitted or required by law, including instances where we are required or permitted by our retail authority to do so, such as to a law enforcement agency.

21. COMPLAINTS AND DISPUTE RESOLUTION

21.1 Complaints

(a) If you have a complaint relating to the sale of energy by us to you, or this Agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures which can be found on our website [www.covau.com.au] or requested from us by contacting [1300 689 866]

(b) If you have a query, a complaint or dispute, contact us on support@covau.com.au or call us at 1300 689 866.

21.2 Our obligations in handling complaints

(a) If you make a complaint, we must handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website. We'll provide a copy of our standard complaints and dispute resolution procedures to you on request.

(b) We must respond to your complaint within five (5) business days (or within any other period required by law) as set out in our standard complaints and dispute resolution procedures and inform you:

i. of the outcome of your complaint and the reasons for our decision; and

ii. that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

22. FORCE MAJEURE

22.1 Effect of force majeure event

If either party to this Agreement can't meet an obligation under this Agreement because of an event outside the control of that party ("a force majeure event"):

(a) The obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and

(b) The affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

22.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we'll be deemed to

have given prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

22.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

22.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

23. APPLICABLE LAW

This Agreement is governed by the laws in force in the State or Territory in which your Premises are located.

24. RETAILER OF LAST RESORT EVENT

If we're no longer entitled by law to sell energy to you due to a Retailer of Last Resort ("RoLR") event occurring in relation to us, we're required under the Energy Laws to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this Agreement will come to an end.

25. GENERAL

25.1 Our obligations

Some obligations placed on us under this Agreement may be carried out by another person. If an obligation is placed on us to do something under this Agreement, then:

(a) We're taken to have complied with the obligation if another person does it on our behalf; and

(b) If the obligation isn't complied with, we're still liable to you for the failure to comply with this Agreement.

25.2 Amending this Agreement

(a) We may amend this Agreement (including any or all of these Agreement Terms and Conditions, the Energy Benefits Details and your CovaU Sale Agreement) from time to time to:

   i. Reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Agreement commences; and

   ii. Make variations to this Agreement that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests.

(b) If we amend this Agreement we'll give you notice of the changes, following which the amended terms set out in the notice will form part of this Agreement.

(c) You consent to us amending this Agreement by notice and you agree to comply with this Agreement as amended by that notice.

(d) We won't amend this Agreement so that it is inconsistent with the Energy Laws.

(e) We aren't obliged to continue to offer any particular plan or Benefits beyond the expiration of any existing Benefits Term.

26. EXPLANATION OF TERMS

26.1 Simplified explanation of terms defined in the Energy Laws

Actual Invoice means the invoice that is generated after your meters have been read and data is provided to us. An actual invoice will provide information on your recent consumption data, daily service charges, and may contain other goods and services charges.

Billing Cycle means the regular recurrent period for which you receive a bill from us;

Business Day means a day other than a Saturday, a Sunday or a public holiday;

Customer means a person who buys or wants to buy energy from a retailer;

Customer Connection Agreement means an Agreement between you and your distributor for the provision of customer connection services;

Designated Retailer means the financially responsible retailer for the Premises (where you have an existing connection) or the local area retailer (where you don't have an existing connection) for your Premises;

Disconnection means an action to prevent the flow of energy to the Premises, but does not include an interruption;

Distributor means the person who operates the system that connects your Premises to the distribution network;

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

Energy means electricity or gas;

Energy Laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

Force Majeure Event means an event outside the control of a party;

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

Interim Invoice means a set regular payment amount based on your estimated annual energy costs is invoiced to you every month. Paid interim invoice amounts are credited to your next actual invoice.

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection.

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

Price Fact Sheet is a schedule CovaU's standard price rate for the supply of energy to your home or business and other related fees and charges. Any specified discounts are based on base rate shown in the Price Fact Sheet.

Relevant Authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

Residential Customer means a person who purchases energy principally for personal, household or domestic use at their Premises;

Retailer means a person who is authorised to sell energy to customers;

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the Energy Laws;

Rules mean the National Energy Retail Rules made under the National Energy Retail Law;

Small Customer means:

(a) a residential customer; or

(b) a business customer who consumes energy at or below a level determined under the Energy Laws; and

Smoothpay means a set regular payment amount based on your estimated annual energy costs to be debited to from your nominated financial institution and is held in credit towards your actual invoice.
Standing Offer Prices means tariffs and charges that we charge for or in connection with the sale and supply of energy under a standard retail Agreement. These are published on our website.

26.2 Definitions of capitalised terms

Acceptable Identification includes:
(a) if you are a residential customer:
(i) a driver's licence, current passport or other form of photographic identification;
(ii) a concession card or other entitlement card issued by a State or Commonwealth Government; or
(iii) a birth certificate;
(b) if you are a small business customer but not a body corporate, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or
(c) if you are a body corporate, the body corporate's Australian Business Number or Australian Company Number.

Agreement means your Agreement with us that is made up of these Agreement Terms and Conditions, the Energy Benefits Details and your CovaU Sale Agreement;

Agreement End Date means the date on which this Agreement ends as determined under clause 4.9;

Agreement Start Date is the date on which this Agreement starts as determined under clause 4.1;

Capacity Charge means a charge that is applied to the maximum 15 or 30 minute kW or kVA reading that occurred at your metered connection point. The kW or kVA reading may be subject to a defined minimum value. The Capacity Charge is expressed as "cents per kW per day" or "cents per kVA per day" and is multiplied by the number of days in the billing cycle. The Capacity Charge is sometimes referred to as the Demand Charge.

Usage Charge means the unit price for energy (in "cents per kWh" for electricity and "cents per MJ" for gas, as applicable to you) as specified in your CovaU Sale Agreement. The Usage Charge is sometimes referred to as the Peak Usage, Shoulder Usage or Off Peak Usage;

Cooling-Off Period is defined in clause 4.2;

Daily Supply Charge means a charge that applies for supplying electricity or gas (as applicable to you and specified in your CovaU Sale Agreement) to your Premises for each day of the billing period, regardless of how much electricity or gas you use. The Daily Supply Charge may be expressed as "cents per day", "$ per billing period" or similarly. The Daily Supply Charge is sometimes referred to as the Supply Charge or the Service Availability Charge;

Energy Ombudsman means, if you're a customer with Premises in:

(a) The State of New South Wales – Energy and Water Ombudsman NSW, Phone: 1800 246 545, Website: ewon.com.au; or

(b) The State of Victoria – Energy and Water Ombudsman Victoria, Phone: 1800 500 509, Website: ewov.com.au; or

(c) The State of Queensland – Energy and Water Ombudsman Queensland, Phone: 1800 662 837, Website: ewoq.com.au; or

(d) The State of South Australia – Energy And Water Ombudsman SA, Phone: 1800 665 565, Website: ewosa.com.au; or

(e) The State of Tasmania – Energy Ombudsman Tasmania, Phone: 1800 001 170, Website: energyombudsman.tas.gov.au;

(f) The Australian Capital Territory – the ACT Civil and Administrative Tribunal Phone: (02) 6207 1740, Website: acat.act.gov.au;

Exit Fee Term is the same as the Benefits Term unless otherwise specified in your CovaU Sale Agreement;

Benefits means any benefit or other bonus set out in the Energy Benefits Details from time to time;

Benefits End Date means the last day of a Benefits Term (being the last day of the number of years of the Benefits Term specified in your CovaU Sale Agreement after the Benefits Start Date);

Benefits Start Date means:

(a) in respect of the first Benefits Term, the Supply Start Date (or such other date specified as the Benefits Start Date in your CovaU Sale Agreement); and

(b) in respect of any subsequent Benefits Term, the day after the Benefits End Date of the immediately preceding Benefits Term;

Benefits Term means a period that starts on a Benefits Start Date and ends on a Benefits End Date, and which is expressed as a number of years in your CovaU Sale Agreement;

Energy Laws means any relevant Commonwealth, State or local government regulation in energy industry, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, licence conditions, codes, guidelines or standards applicable from time to time in the State in which the supply address is located.
• New South Wales, Queensland, South Australia and Tasmania: the National Energy Retail Law and the National Energy Retail Rules.
• Victoria: the Electricity Industry Act 2000 (Vic), the Gas Industry Act 2001 (Vic) and the Energy Retail Code.
• Australian Capital Territory: the National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT) and the Consumer Protection Code.

Interim Invoicing means a quarterly read meters are provided with a monthly bill with a value of an agreed estimated monthly value based on estimated annual consumption and network charges, True up occurs after each actual meter read date.

kVA stands for kilovolt-ampere and as a measure of power

kW stands for kilowatt

kWh stands for kilowatt hour and is the unit of measurement for your electricity bill;

MJ stands for mega joule and is the unit of measurement for your gas bill;

MW stands for megawatt;

Online Acceptance Form means our internet-based process for the acceptance of relevant offers;
Premises means the premises or supply address stated in your energy plan and it's the address at which you purchase
Energy from us under this Agreement.

Supply Start Date means the date we start supplying energy to your Premises as determined under clause 4.3.

TJ stands for tera joule and is a unit of measurement that applies to gas;

True Up means a reconciliation of all payments received and consumption and network costs incurred during the period between 2 actual read date

Energy Saving Tips

For more information on how to save electricity, please visit the website: https://covau.com.au/energy-saving-tips/

PART 2: ENERGY BENEFITS DETAILS: MARKET RETAIL AGREEMENTS

These Energy Benefits Details provides a detailed explanation of all the Benefits we offer under our different market retail agreement offers. It forms part of the Agreement between CovaU Pty Ltd (ABN 54 090 117 730) and you, and should be read in conjunction with the Market Retail Agreement Terms and Conditions and your CovaU Sale Agreement/Price Fact Sheet (both of which also form part of your Agreement).The Benefits listed in the table below that are applicable to you will be specified in your CovaU Sale Agreement.

In this document:

(a) Benefits Term Year means each 12-month period during the Benefits Term. For example, the first Benefits Term Year starts on the Benefits Start Date and ends on the day before the first anniversary of the Benefits Start Date.

(b) Other terms are defined in the Market Retail Agreement Terms and Conditions.

Benefits 1: Pay on Time Discount (Usage Charges Only)

Description: The Pay on Time Discount (Usage Charges only) is a percentage discount applied to the Usage Charges for each billing cycle during the Benefits Term, and applies if you pay a bill in full on or before the invoice due date.

The percentage discount (if applicable) is detailed in your CovaU Sale Agreement.

If you are using Interim Invoicing, your Pay on Time Discount is only applied to Actual Invoices with Usage data; all Interim Invoices must be paid on time to remain eligible for your Pay on Time Discount.

Application and conditions

1. The Pay on Time Discount is applied to the Usage Charges only for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before the Pay on Time Discount is applied to the energy Usage Charges, and the amount payable after the Pay on Time Discount is applied to the GST-inclusive value of the Usage Charges.

2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower Charges (if applicable), after taking into account any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill). The Pay on Time Discount is only applied to the Usage Charges of the bill.

3. If you're on an instalment plan, you must pay in full each of the agreed instalments that fall due during the billing cycle by the applicable due dates. Missed payments may attract fees and charges.

   (a) If your instalment plan requires you to pay any balance of the bill, you must also pay that balance on or before the pay-by date in order to receive the discount;

   (b) If your instalment plan does not require you to pay any balance of the bill, the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

4. If you don't pay a bill on or before the invoice due date you must still pay the bill; however, you must pay the full amount of the bill excluding the Pay on Time Discount. Note that late payment fees may also apply in accordancewith the Market Retail Agreement Terms and Conditions.
5. If there are any outstanding amounts shown on a bill (from any previous bill), the Pay on Time Discount will not apply to the outstanding amounts.
6. If a bill is in credit, the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

Benefits 2: Pay on Time Discount (Usage & Daily Supply Charges)

Description: The Pay on Time Discount (Usage Charges and Daily Supply Charges) is a percentage discount applied to both the Usage Charges and Daily Supply Charges for each billing cycle during the Benefits Term, and applies if you pay a bill in full on or before the invoice due date.

The percentage discount (if applicable) is detailed in your CovaU Sale Agreement.

If you are using Interim Invoicing, your Pay on Time Discount is only applied to Actual Invoices with usage data; all Interim Invoices must be paid on time to remain eligible for your Pay on Time Discount in your Actual Invoice.

Application and conditions

1. The Pay on Time Discount is applied to the Usage Charges and Daily Supply Charges for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before the Pay on Time Discount is applied to the energy charges, and the amount payable after the Pay on Time Discount is applied to the GST-inclusive value of the Daily Supply Charges and Usage Charges only.
2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower charges (if applicable), after taking into account any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill). The Pay on Time Discount is only applied to the Usage Charges, and Daily Supply Charges components of the bill.
3. If you're on an instalment plan, you must pay in full each of the agreed instalments that falls due during the billing cycle by the applicable due dates. Missed payments may attract fees and charges.

(a) If your instalment plan requires you to pay any balance of the bill, you must also pay that balance on or before the pay-by date in order to receive the discount;

(b) If your instalment plan does not require you to pay any balance of the bill, any discounts that would otherwise have applied to that bill will be applied as a credit to your next bill.

4. If you don't pay a bill on or before the invoice due date you must still pay the bill; however, you must pay the full amount of the bill excluding the Pay on Time Discount. Note that late payment fees may also apply in accordance with the Market Retail Agreement Terms and Conditions.
5. If there are any outstanding amounts shown on a bill (from any previous bill), the Pay on Time Discount will not apply to the outstanding amounts.
6. If a bill is in credit, the Pay on Time Discount that would otherwise have applied tothat bill will be applied as a credit to your next bill.

Note: This benefits is not applicable to all tariffs, please check your CovaU Sale Agreement to confirm if your tariff is eligible for this discount.

Benefits 3: Direct Debit Discount (Usage Charges VICTORIA RESIDENTIAL ONLY)

Description: Direct Debit Discount (applies to Usage Charges only) is a percentage discount applied to the Usage Charges for each actual billing cycle during the Benefits Term, and applies only to Victorian Customers who have set up Direct Debit as an automatic payment method.

Note: Additional merchant fees may apply to credit card payments
The percentage discount (if applicable) is detailed in your CovaU Sale Agreement.

Application and conditions

1. The Direct Debit Discount is applied to the Usage Charges only for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before any discounts are applied to the Usage charges, and the amount payable after Discounts are applied to the GST-inclusive value of the Usage Charges.
2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower Charges (if applicable) after taking into account any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill). The Direct Debit Discount is only applied to the Usage Charges of the bill.
3. To be eligible for a Direct Debit Discount you must have provided us with valid Direct Debit details for automatic payments and your explicit informed consent to the Direct Debit Request Service Agreement prior to an invoice being produced
4. If you're on an instalment plan, you must pay in full each of the agreed instalments that fall due during the billing cycle by the applicable due dates. Missed payments may attract fees and charges.If your instalment plan does not require you to pay any balance of the bill, any discounts that would otherwise have applied to that bill will be applied as a credit to your next bill.
5. Provided the conditions for the Direct Debit Discount have been satisfied:

(a) the Direct Debit Discount will apply to a bill even if there's a delay in processing the payment of that bill beyond the pay-by date; and

(b) if the direct debit fails (other than as a result of your act or omission), the amount of the Direct Debit Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

6. If there are any outstanding amounts shown on a bill (from any previous bill), the Direct Debit Discount will not apply to the outstanding amounts.
7. If a bill is in credit, the Direct Debit Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

Benefits 4: Guaranteed Discount (Usage Charges Only)

Description: The Guaranteed Discount (Usage Charges only) is a percentage discount applied to the Usage Charges for each billing cycle during the Benefits Term.

The percentage discount (if applicable) is detailed in your CovaU Sale Agreement.

If you are using Interim Invoicing, your Guaranteed Discount is only applied to Actual Invoices with Usage data.

Application and conditions

1. The Guaranteed Discount is applied to the Usage Charges only for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before the Guaranteed Discount is applied to the energy usage charges, and the amount payable after the Guaranteed Discount is applied to the GST-inclusive value of the Usage Charges.
2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower Charges (if applicable) after taking into account any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill). The Guaranteed Discount is only applied to Usage Charges of the bill.
3. You must pay the full amount of the bill after the Guaranteed Discount is applied. Note that late payment fees may apply in accordance with the Market Retail Agreement Terms and Conditions if you pay after the invoice due date.
4. If there are any outstanding amounts shown on a bill (from any previous bill), the Guaranteed Discount will not apply to the outstanding amounts.
5. If a bill is in credit, the Guaranteed Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

Benefits 5: Guaranteed Discount (Usage & Daily Supply Charges)

Description: The Guaranteed Discount (Usage Charges and Daily Supply Charges) is a percentage discount applied to both the Usage Charges and Daily Supply Charges for each billing cycle during the Benefits Term.

The percentage discount (if applicable) is detailed in your CovaU Sale Agreement.

If you are using Interim Invoicing, your Guaranteed Discount is only applied to Actual Invoices with usage data and supply charges.

Application and conditions

1. The Guaranteed Discount is applied to the Usage Charges and Daily Supply Charges for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before the Guaranteed Discount is applied to the energy charges, and the amount payable after the Guaranteed Discount is applied to the GST-inclusive value of the Daily Supply Charges and Usage Charges only.
2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower charges (if applicable), after taking into account any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill). The Guaranteed Discount is only applied to the Usage Charges and Daily Supply Charges components of the bill.
3. You must pay the full amount of the bill after the Guaranteed Discount is applied. Note that late payment fees may apply in accordance with the Market Retail Agreement Terms and Conditions if you pay after the invoice due date of the bill.
4. If there are any outstanding amounts shown on a bill (from any previous bill), the Guaranteed Discount will not apply to the outstanding amounts.
5. If a bill is in credit, the Guaranteed Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

Note: This benefits is not applicable to all tariffs, please check your CovaU Sale Agreement to confirm if your tariff is eligible for this discount.

CovaU Pty Ltd
ABN 54 090 117 730
Level 11, 201 Kent street Sydney 2000
Enquiries 1300 689 866
CovaU.com.au

Solar Contract Terms and Conditions (If applicable)

1. About this agreement

The purpose of this agreement is to outline the terms and conditions under which you agree to sell us, and we agree to purchase from you, Solar Electricity exported from your Qualifying Solar Installation to the grid during the Term of this Agreement on the terms and conditions of this Agreement. Throughout this document some terms and conditions are jurisdictional and vary from state to state. Where a clause relates to a specific jurisdiction only or has jurisdictional variations it will identify the state in **bold**. Where no jurisdiction is indicated the term and condition applies to all jurisdictions.

1.1 You have entered into this agreement if;

(a) at the time you entered into a Market Retail Agreement or Standing Retail Agreement with us, you had an existing Qualifying Solar Installation and you signed up to receive a feed-in tariff from us in relation to electricity exported into the grid from your Qualifying Solar Installation; or

(b) after entering into a Market Retail Agreement or Standing Retail Agreement with us, you installed a Qualifying Solar Installation at your Premises and have signed up to receive a feed-in tariff from us in relation to electricity exported into the grid from your Qualifying Solar Installation.

1.2 You are eligible to enter into this Agreement with us if;

You are a Qualifying Customer that;

(a) You have a Market Retail or Standing Offer Agreement with us for the Premises at which your Qualifying Solar Installation is installed;

(b) You generate Solar Electricity from not more than one Qualifying Solar Installation at the Premises, and that Qualifying Solar Installation complies with the requirements of all Applicable Regulations;

(c) We receive confirmation from your Distributor that the Qualifying Solar Installation is connected to the distribution network in a manner that allows Solar Electricity to be metered and fed into the grid;

(d) You have metering equipment at your Premises that records the electricity generated by your Qualifying Solar Installation and fed into the grid, which meets our and the Distributors reasonable requirements and all requirements under Applicable Regulations;

(e) You do not participate in any other Regulated Feed-in Scheme in relation to your Qualifying Solar Installation; and

(f) All other requirements of the Applicable Regulations have been met.

1.3 Despite any other provisions of this Agreement, if there is any inconsistency between these terms and conditions and your Market Retail Agreement or Standing Retail Agreement, these terms and conditions prevail in relation to the sale and supply of Solar Electricity.

2. Qualifying Solar Installation

2.1 A Qualifying Solar Installation must be;

(a) **Victoria only -** Installed at Premises classified by your Distributor as type Small or Residential.

(b) **Victoria only -** Not larger than 5kW

(c) Net metered

(d) Must not be receiving a feed-in tariff under any Government scheme

3. Qualifying Customer

3.1 To be considered a Qualifying Customer you must be:

(a) a residential or small business customer;

(b) have a Market Retail Agreement, or Standing Retail Agreement with us;

(c) not be on a Deemed Agreement with us or classified as an "Occupier" or carry over customer.

4. Eligible Solar Generation

4.1 Eligible Solar Generation is the solar electricity generated from your Qualifying Solar Installation and returned to the grid that fit the following criteria:

(a) **New South Wales –** the first 2500kwh of solar electricity returned to the grid each quarter only.

(b) **Other jurisdictions –** All solar electricity returned to the grid.

5. Interpretation

5.1 In this Agreement

(a) 'you' has the same meaning as in our Market Retail Agreement or Standing Retail Agreement;

(b) A reference to an Act, regulations, code, rule, law, guideline or licence is to be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;

(c) A singular word should be understood to include the plural and vice versa;

(d) A reference to a month means a calendar month.

6.Connection to the Distribution Network

6.1 If you make a request for us to connect your Qualifying Solar Installation to a Distributors network, we will raise the appropriate request with your distributor and work with your Solar Installation installer to arrange the connection as soon as practicable after you have satisfied all the requirements which enable us to make that request. You must supply us with all the information that we require under the Applicable Regulations and the National Electricity Rules or which is required by your distributor.

6.2 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection of your Qualifying Solar Installation to your Distribution Network.

6.3 You acknowledge that you may be required to pay for;

(a) The cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by us or the Metering Provider or the Distributor, including the costs of any site assessment; or

(b) The cost of any additional works required by us, the Distributor or the metering provider in relation to the Qualifying Solar Installation and its connection to the network.

6.4 If you request us to do so we will inform you of the amount of any additional costs and expenses for which you may become liable under this clause 6 before the relevant work is undertaken.

7. Commencement and duration

7.1 This Agreement commences when all the following have occurred;

(a) All of the eligibility criteria set out in clause 1.2 are met;

(b) Your Distributor confirms with us that:

i. The Premises are connected to their network and that you have complied with all of their requirements;

ii. Your Qualifying Solar Installation has been connected to their network; and

iii. Your NMI has been assigned the relevant network tariff code; and

(c) You have provided us with your explicit informed consent to enter into this Agreement.

(d) You have agreed to a Market Retail Agreement or Standing Retail Agreement with us.

7.2 This Agreement will continue until one or more of the following occurs:

(a) Subject to clause 4.9 under your Market Retail Agreement or clause 4.2 under your Standing Retail Agreement with us comes to an end;

(b) You or we otherwise terminate this Agreement in accordance with clause 8 under this Agreement.

8. End Date/Termination

8.1 Subject to clause 4.9 of your Market Retail Agreement or clause 4.2 of your Standing Retail Agreement, if the Agreement is ended by either party this Agreement will automatically terminate on the date that the Energy Contract end dates.

8.2 If the Market Retail Agreement or Standing Retail Agreement is replaced with another Agreement between you and us for the Premises with your Qualifying Solar Installation:

(a) we may elect to not end this Agreement before the existing Market Retail Agreement or Standing Retail Agreement is replaced; or

(b) we may elect to renew or replace this agreement by notice to you prior to the existing Market Retail Agreement or Standing Retail Agreement is replaced.

8.3 if we elect to not terminate this Agreement under Clause 4.9 or 4.2 respectively any reference in this Agreement to Market Retail Agreement or Standing Retail Agreement is deemed to be a reference to the replacement Agreement.

8.4 This Agreement automatically terminates if;

(a) You cease to be a Qualifying Customer; or

(b) The Qualifying Solar Installation ceases to be considered as qualified.

8.5 You may terminate this Agreement with us immediately by written notice to us.

9. Solar Feed-in Credits

9.1 During the Term we will, in accordance with this Agreement, credit any Solar Credits against charges payable by you under your Market Retail Agreement or Standing Retail Agreement for each relevant billing period.

9.2 Our Solar Credits will be calculated in accordance with the following: Solar Credits = Market Solar Feed-in Tariff x recorded Solar Electricity fed into the grid during each billing period.

9.3 if we have been unable to calculate your Solar Electricity fed into the grid for a relevant period based on a meter reading your Solar Electricity for that period will be zero unless your Distributor or Metering Data Provider estimates the Solar Electricity in accordance with the Applicable Regulations.

9.4 If the amount you owe us for a Billing Period under your Market Retail Agreement or Standing Retail Agreement is less than the amount of your Solar Credits the balance of the Solar Credits will remain as a credit on your next bill.

9.5 For the avoidance of any doubt, no interest may be charged by you in relation to any Solar Credits that you may have accumulated from time to time under the terms of this Agreement.

9.6 If at any time you wish to review your account you may request us to do so and we will review it in accordance with the provisions of the Applicable Regulations.

9.7 Solar Credits have no value other than as prescribed in the Agreement, Solar Credits are not transferrable and we are not obliged under any circumstances to pay you any amount of money under the terms of this Agreement in respect to Solar Credits. Any Solar Credits that have been accrued as of the end date of this Agreement terminates, that have not been off set against amounts payable by you under your Market Retail Agreement or Standing Retail Agreement will be extinguished without compensation to you effective upon the termination of this Agreement.

9.8 If at any time we have applied;

(a) Fewer Solar Credits to your account than we should have done under the terms of this Agreement we will credit those amounts to your account within 10 business days of becoming aware of the issue; or

(b) More Solar Credits to your account than we should have done under the terms of this Agreement we will recover the over-credit amount and in doing so we will follow the procedures set out in any Applicable Regulations.

10. Metering

10.1 You must install a Meter at the Premises that complies with all Applicable Regulations and any reasonable requirements imposed by us, the Distributor or the Metering Provider. Power of Choice rules became effective as of 1 December 2017 and requires within the jurisdiction of NSW that all new meter installations and or replacement meters to be classified as a digital meter only.

10.2 You agree to take whatever steps may be necessary to provide us with access to any information that is generated by your Meter including safe and unhindered access to your Meter.

10.3 Subject to you providing us with reasonable and safe access to the Premises, we aim to ensure that your Meter is read at least once every 12 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representa tive with safe, convenient and unhindered access to the Premises and the Meter for the purpose of reading the Meter and or for connection, disconnection, reconnection, maintenance and repair.

10.4 You must not tamper with or allow any unauthorised persons to tamper with your Meter.

11. Additional Costs

11.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this Agreement:

(a) costs associated with the installation, maintenance or other technical support required by us, by your Distributor or the Meter Provider under this Agreement; and

(b) any charges imposed on us by the Distributor or Meter Provider as a result of the metering or other services supplied by the Distributor.

11.2 If work needs to be undertaken that may lead to costs of the type described in clause 11.1 being incurred you may ask us to specify what those costs are before the work is undertaken.

12. Your Bill

12.1 You will not receive a separate bill or statement as a result of entering into this Agreement. Any Solar Credits accumulated by you during the Term of this Agreement will be off set against the bill that you receive pursuant to your Market Retail Agreement or Standing Retail Agreement.

12.2 Your bill will itemize;

(a) the amount of Solar Electricity fed into the grid by your Qualifying Solar Installation during the relevant Billing Period;

(b) the amount of Solar Credits accumulated by you;

(c) the amount (if any) of excess Solar Credits remaining on your account, being Solar Credits which are in excess of the charges payable by you on your account in respect of the Billing Period covered by that account; and

(d) any charges that we have applied to your account, or other adjustments that we have made, in accordance with this Agreement.

13. Supply Interruption, constraint or disconnection

13.1 All of the terms under your Market Retail Agreement or Standing Retail Agreement that relate to the interruption, disruption, constraint or disconnection of the supply of electricity to you also apply to this Agreement.

13.2 You agree that the connection of your Qualifying Solar Installation and your ability to supply us with Solar Electricity may be interrupted, discontinued or constricted for the same reasons set out in your Market Retail Agreement or Standing Retail Agreement.

14. GST

14.1 Any consideration or amount payable under this Agreement including any Solar Credits is inclusive of GST unless stated otherwise.

14.2 Subject to clause 14.3, if we become liable to pay GST in connection with this Agreement you agree to:

(a) pay to us in addition to any other amounts that may be due to us under this Agreement or under your Market Retail Agreement or Standing Retail Agreement, an additional amount equal to the amount of that GST;

(b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us.

14.3 If any GST payable in relation to a supply made under this Agreement varies from the additional amount that is paid by you under clause 14.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from you.

14.4 Subject to the foregoing provisions of this clause, you are solely liable for payment of all taxes which may be incurred as a result of this Agreement and you agree to indemnify us for any such liabilities that we may incur.

14.5 If you are a business customer you must supply us with a valid ABN in respect of this Agreement.

14.6 Unless you supply us with a valid ABN under clause 14.5, you warrant to us that any generation of solar electricity by your Qualifying Solar Installation is for private and domestic purposes and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

15. Our Rights

15.1 You may ask us to review your bills or provide you with information on any solar feed-in tariff offers that we may from time to time make and we will process your request and provide the information to you within a reasonable period of time.

16. Your Obligations

16.1 You must;

(a) obtain and maintain all necessary licences, permits, registrations, exemptions and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate and sell Solar Electricity;

(b) comply with all Applicable Regulations;

(c) supply us with the Solar Electricity in accordance with the requirements that may be specified by your Distributor from time to time (including in your network connection agreement with the Distributor);

(d) ensure that any variations in the voltage and/or frequency of the Solar Electricity which you sell to us do not exceed the levels prescribed by the Applicable Regulations; and

(e) ensure that you supply Solar Electricity at the point where the distribution network connects to the Premises.

16.2 You must not modify your Qualifying Solar Installation without first obtaining the written consent of the Distributor.

(a) You must notify us of any modifications made to your Qualifying Solar Installation so that it can be assessed to see if it remains eligible as a Qualifying Solar Installation.

i. In the event that we are not notified of a modification made to your Qualifying Solar Installation, any Solar Credits applied to your account during the period from modification till we became aware of such modifications will be recovered by us and are nullified.

ii. No further Solar Credits will be applied until such a time that your modified Solar Installation has been deemed as a Qualified Solar Installation.

(b) You must notify us as soon as is reasonably practicable about any changes in your contact details or other relevant circumstances including if you cease to meet any of the eligibility criteria in clause 1.

17. Force Majeure

17.1 If, but for this clause 17, either party would commit a breach of this Agreement and that breach is caused by a Force Majeure Event:

(a) the obligations of the defaulting party under this Agreement are suspended to the extent to which they are affected by the Force Majeure Event as long as that event continues; and

(b) the defaulting party must give the other party notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

17.2 For the purposes of clause 17, if the effects of a Force Majeure Event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.

17.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 17.1(a) in respect of any Force Majeure Event.

17.4 A party that seeks to rely upon clause 17.1(a) must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the Force Majeure Event) on terms that it would not otherwise agree to.

17.5 Nothing in this clause 17 varies or excludes the operation of section 120 of the National Electricity Law.

18. Miscellaneous

18.1 We do not accept any responsibility for any risks or liabilities associated with the operation of your Qualifying Solar Installation including its control, use, maintenance or connection to the Distributor's network.

18.2 You must not novate this Agreement, or assign, transfer or deal with the rights created under this Agreement, without our written consent.

18.3 We may novate this Agreement, or assign or transfer our rights and obligations under this Agreement to any person (assignee), without your consent if:

(a) the assignee takes a novation, assignment or transfer of our rights and obligations under the Agreement; or

(b) the novation, assignment or transfer forms part of the transfer to a third party of all or substantially all of our retail business.

18.4 The terms of the Market Retail Agreement or Standing Retail Agreement that relate to notices, consent, documents or other communications also apply to this Agreement, unless this Agreement provides to the contrary.

18.5 This Agreement is governed by the laws of the Relevant State in which the Premises are located and each of us submits to the nonexclusive jurisdiction of the courts of that Relevant State.

18.6 Any failure by us to exercise any of our rights or powers under this Agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

18.7 Subject to anything to the contrary in this Agreement:

(a) by notice in writing to you (subject to any requirements for variations set out in the Applicable Regulations); or

(b) we may vary this Agreement in writing.

18.8 By entering into this Agreement you provide us with explicit informed consent to any such variations (and to any variations contemplated by clause 18.13).

18.9 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal that provision will, so far as is possible, be severable. The remainder of this Agreement will continue to operate with full force and effect and the validity and enforceability of the remainder will be unaffected.

18.10 This Agreement sets out the entirety of the agreement between us for the supply of Solar Electricity generated by you and supplied to us, and you acknowledge any representation, inducement, warranty or promise which is not contained in this document.

18.11 You acknowledge that the Market Retail Agreement or Standing Retail Agreement deals exclusively with the sale of electricity by us to you and that the Market Retail Agreement or Standing Retail Agreement is separate from this Agreement.

18.12 If and to the extent that any matter is required to form part of this Agreement that is not included expressly in these terms and conditions the relevant provisions will be implied into this Agreement as if there expressly incorporated.

18.13 This Agreement may be subject to change as a result of future amendments to any Applicable Regulations. Such amendments will be deemed to form part of this Agreement.

18.14 We may vary the Market Solar Feed-in Tariff (either for all customers or some customers) from time to time, including but not limited to circumstances where Applicable Regulations are varied. We will give you notice of any variation to the amount or structure of the feed-in tariff credit rate that applies to you under this Agreement. We will give you this notice within any timeframes mandated by Applicable Regulations, and in any event as soon as is reasonably practicable.

19. Definitions

19.1 In this Agreement the following words and phrases bear the meanings set out in this clause 19.

Applicable Regulations means any applicable acts, rules, regulations, orders, guidelines, licences, codes or conditions imposed relevant to this arrangement.

Billing Period means the same period that we issue bills for electricity sold under your Energy Contract.

Commencement Date has the meaning given in clause 7.1 of this Agreement

Digital Meter means an electronic device that records consumption of electricity in intervals of 30 minutes or less and communicates that information daily back to the utility responsible for monitoring and or billing.

Distributor means the entity registered with the Australian Energy Market Operator as the network service provider operating the electricity distribution network to which the Premises are connected.

End Date has the meaning given in clause 8 of this Agreement

Force Majeure Event means an event beyond the reasonable control of you or us.

GST means the Goods and Services Tax as defined under the GST Law.

GST Law means the same as 'GST Law' means in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Market Solar Feed-in Tariff means the value set by us from time to time for the relevant state (expressed in cents/kWh) for solar electricity generated by your Solar Installation and returned to the grid, which amount is available on our website and specified in your bill, with changes to that amount being notified to you in advance.

Meter means a device installed to the satisfaction of the Distributor for the purpose of recording the amount of Solar Electricity supplied by you to us.

Meter Provider means the agent responsible for the installation, maintenance, repair and collection of data from your meter.

NSW Electricity Act means the Electricity Supply Act 1995 (NSW).

Power of Choice means reforms made by the National Electricity Market designed to give consumers more options and control of the way they use and manage their electricity

Premises means the premises or supply address stated in your energy plan and it's the address at which you purchase Energy from us

Qualifying Customer means

(a) if the Premises are in Victoria, a "domestic or small business customer"

as defined in section 3 of the VIC Electricity Act.

(b) If the Premises are in jurisdictions other than VIC any customer who has a Market Retail Agreement or Standing Retail Agreement with us.

Qualifying Solar Installation means a solar photovoltaic generator which has a generating capacity of no more than 5kW **Victoria only** and as otherwise indicated in clause 2.1 of these terms and conditions. (This varies for Regulated Solar Schemes please refer to your states Regulated Solar Scheme for more information)

Qualifying Solar Electricity has the same meaning as set out in clause 4 of these terms and conditions.

Regulated Feed-in Scheme means

(a) VIC Premium Solar Feed-in Tariff Scheme; and

(b) the Victorian Feed-in Tariff Scheme, and any other scheme set out in, or otherwise established by, legislation, regulation, order, code, guideline, licence, authorisation or rules pursuant to which a customer receives a payment or credit of some kind from a distributor or retailer in relation to electricity generated and sent out by solar panels located at the customer's Premises.

Relevant State means the states or territories where the Premises are located at.

Market Retail Agreement/Standing Retail

Agreement means an agreement between you and us for the sale of electricity to you at the Premises.

Solar Electricity means electricity generated by your Qualifying Solar Installation which is in excess of the electricity consumption requirements at the Premises and is fed into the Distributor's network.

Solar Credits has the meaning given in clause 9.2.

Solar Electricity Supplied means the amount (measured in kilowatt hours) of Solar Electricity supplied to the Distributor's network by you in the relevant Billing Period, as recorded by the Meter or as may be determined under clause 12.

Solar Installation means your roof top solar PV system installed at your Premises to generate and supply usable solar electricity.

Term means the period commencing on the Commencement Date and ending on the End Date.

VIC Electricity Act means the Electricity Industry Act 2000 (VIC).

VIC Feed-in Tariff Scheme means the scheme operating under section 40FB of the VIC Electricity Act.

VIC Premium Solar Feed-in Tariff Scheme means the scheme of that name constituted under the VIC Electricity Act and which closed to new applicants at the end of 2011.

Privacy Policy

The following information outlines the CovaU Privacy Policy.

1 OUR COMMITMENT

We are committed to preserving and respecting our customers' privacy by complying with the provisions contained in the Privacy Act 1988 (Cth).

2 COLLECTION OF PERSONAL INFORMATION

2.1 Information we collect

We collect personal information about our customers including contact information, credit card details, and any other personal information required to provide services to our customers.

We may also collect personal information (such as contact details) about persons who are not our customers, including former customers, persons who enter competitions and persons who provide personal information about others (for example, when referring customers to us).

2.2 Sensitive information

We do not collect sensitive information such as a customer's race, religion, beliefs or sexual preference except where they have consented or where we are permitted or required by law to do so.

2.3 Calling number identification

We also collect calling line identification (CLI) information in relation to every telephone call placed to our dial-up servers. We collect this information regardless of whether customers have requested blocking of their CLI. This means that information regarding which telephone number is used to access our dial-up service is stored by us in relation to each access.

CLI information is only used for fraud prevention, billing, call management, and credit control. We do not use CLI information for marketing purposes.

2.4 Recording of calls

Telephone calls to our sales and customer service departments are recorded as a matter of course. A recorded announcement when the call is placed will alert the caller that the call is being recorded.

Telephone calls from our sales and customer service departments are recorded as a matter of course. When the call is placed will our representative will alert the caller that the call is being recorded.

3 WHAT HAPPENS IF A CUSTOMER CHOOSES NOT TO PROVIDE THE INFORMATION?

A customer does not have to give us their personal information. However, if they choose not to, we will be unable to provide them with our services.

4 USE OF PERSONAL INFORMATION

We use personal information;

- to identify you so that we can provide services to you;
- administer our provisions of services (such as sending you bills and collecting amounts owed);
- for billing and credit control purposes;
- to improve the services we provide to you and to inform you about any improvements or changes in services;
- to market other services that we or third parties offer;
- for our legal and regulatory reporting and compliance requirements; and
- to comply with our legal obligations, including instances where we are required or permitted by our retail authority to do so, such as to a law enforcement agency

5 DIRECT MARKETING

We may use your information to tell you about our other CovaU products and services or bundle offers.

We may tell you about our products and services or bundle offers via direct mail, electronic direct mail, unsolicited telemarketing calls, or any other means of direct communication.

Unless you tell us that you do not want to receive telemarketing calls from us, we may make telemarketing calls to your telephone numbers, or unless your telephone numbers are listed on the National Do Not Call Register.

You may choose to opt out of receiving direct marketing (including unsolicited telemarketing calls) from us by contacting us at **www.covau.com.au** or by calling **1300 689 866**.

6 DISCLOSURE OF PERSONAL INFORMATION

Before disclosing personal information, a customer or an authorised person acting on behalf of the customer will need to answer set questions in order to verify their identity and access to this information.

7 DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES

Generally, we will not disclose personal information we collect about customers to any third parties without their prior consent. Similarly, we will not sell any information we collect back about our customers.

However, depending on the product or service or issue concerned, we may disclose personal information about customers (subject to confidentiality agreements where appropriate);

- to service providers who provide services to us, such as providers of billing, credit collection, help desk and support services
- to sell, deliver and market energy service to you
- to service providers who provide a service to customers such as electricity networks or gas distributors and relevant electrical or gas contractors
- to credit reporting agencies
- to third parties where the customer has given consent to the disclosure
- to government, law enforcement and regulatory bodies where this is necessary for us to comply with our legal obligations
- to parties to whom we sell all or part of our assets or business

8 NON-IDENTIFYING INFORMATION

We may collect (and provide to third parties) information about the way customers browse our website or other information on the Internet. This information cannot be used to identify any individual customer or visit or to our website. The information is used to collect and analyse statistics about browsing behaviour for marketing and development purposes. For example, we may use such information to make improvements to our website.

9 CUSTOMER ACCESS AND CORRECT INFORMATION

We will take all reasonable steps to ensure that personal information which we collect, use or disclose is accurate, complete and up-to-date.

Customers can access and correct some of the personal information (such as contact details) that we hold about by securely logging in to our website.

If a customer wishes to access the information we hold about them, they can send an email to our privacy compliance officer (see contact details below) and we will respond within 30 days. A handling fee may be payable so that we can obtain the information the customer requires. The customer can also request that incorrect information be corrected or deleted.

10 SECURITY

We take all reasonable steps to protect the security of the personal information that we hold. This includes appropriate measures to protect electronic materials and materials stored and generated in hard copy.

Customers are made aware that the Internet is not a secure environment. If they use the Internet to send us information, including their email address, it is sent at their own risk.

11 UPDATING OUR PRIVACY STATEMENT

We may revise or update our privacy statement occasionally. We will inform all of our customers when this occurs via e-mail to their primary CovaU email account.

12 COMPLAINTS AND FURTHER INFORMATION

If a customer has any complaints about our privacy practices or would like further information, they can contact our Privacy Compliance Officer.

13 CONTACT DETAILS FOR OUR CUSTOMER SERVICE MANAGER

Telephone: **1300 689 866**

E-mail: **support@covau.com.au**

Postal Address: **Level 11, 201 Kent street Sydney 2000**

Forms

Direct Debit/Credit Card Form

Cancellation Form

Concession Form

According to your needs, please fill out the following forms if required

Direct Debit/ Credit Card Form

Contract No.

Customer ID

www.covau.com.au
support@covau.com.au
PO BOX R241 ROYAL EXCHANGE NEW 1225
1300 689 866

Request and Authority to debit the bank account or credit card account named below to pay CovaU

Request and Authority to debit

Your Surname or company name

Your Given names or ABN/ARBN

"you"request and authorize CovaU(User ID No.466119) to arrange,through its own financial institution,a debit to you nominated bank or credit card account any amount CovaU,has deemed payable by you.
This debit or charge will be made through the Bulk Electronic Clearing System(BECS) from your account held at the financial institution you have nominated on this form and will be subject to the terms and conditions of the Direct Debit/Credit Card Request Service Agreement.

Payment Options Please choose from below

Direct Debit
Please provide details of the Bank account to be debited

Financial institution name

Account Name

BSB number **Account number**

Credit Card
Please provide details of the Credit Card to be debited (Card payment fees apply)

Credit Card Type

Card Holder Name

Credit Card Number **Expires**

Acknowledgment

By signing and/or providing us with a valid instruction in respect to your Direct Debit/Credit Card Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and CovaU as set out this Request Form and in your Direct Debit/Credit Card Requst Service Agreement.

Insert your signature and address

X Signature

Date / /

If signing for a company, sign and print full name and capacity for signing eg. director

Address

Second account signatory (if required)

X Signature

Date / /

If signing for a company, sign and print full name and capacity for signing eg. director

Address

Please send this form signed and completed back to us via email or mail (detail at the top of the page).

Direct Debit/ Credit Card Request Service Agreement
This is your Direct Debit/ Credit Card Request Service Agreement with CovaU (User ID No.466119) ABN 54 090 117 730. It explains what your obligations are when undertaking a Direct Debit or Credit Card arrangement with us. It also details what our obligations are to you as your Direct Debit or Credit Card provider.
Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit / Credit Card Request (DCR) and should be read in conjunction with your DCR authorisation.

Definitions
account means the account held at your financial institution from which we are authorised to arrange for funds to be debited or charged funds (as applicable).
agreement means this Direct Debit/ Credit Card Request Service Agreement between you and us.
banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
debit day means the day that payment by you to us is due.
debit payment means a particular transaction where a debit is made.
direct debit request means the Direct Debit/ Credit Card Request between us and you.
us or we means CovaU, (the Debit User) you have authorised by requesting a Direct Debit or Credit Card Request.
you note the customer who has signed or authorised by other means the Direct Debit Bank or Credit Card Request.
your financial institution means the financial institution nominated by you on the DCR at which the account is maintained.

1. Debiting your account
1.1 By signing a Direct Debit/ Credit Card Request Form or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from or charged to your account. You should refer to the Direct Debit/ Credit Card Request Form and this agreement for the terms of the arrangement between us and you.
1.2 We will only arrange for funds to be debited from or charged to your account as authorised in the Direct Debit/ Credit Card Request Form or We will only arrange for funds to be debited from or charged to your account if we have sent to the address nominated by you in the Direct Debit/ Credit Card Request Form, a billing advice which specifies the amount payable by you to us and when it is due.
1.3 If the debit or charge day falls on a day that is not a banking day, we may direct your financial institution to debit or charge your account on the following banking day. If you are unsure about which day your account has or will be debited or charged you should ask your financial institution.

2. Amendments by us
2.1 We may vary any details of this agreement or a Direct Debit/ Credit Card Request Form at any time by giving you at least fourteen (14) days written notice.

3. Amendments by you
You may change*, stop or defer a debit /credit card charge payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to:
PO Box R241 ROYAL EXCHANGE NSW 1225 Australia or by telephoning us on 1300 689 866 during business hours; or arranging it through your own financial institution, which is required to act promptly on your instructions.
*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us [CovaU] of your new account details.

4. Your obligations
4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit or credit card payment to be made in accordance with the Direct Debit/ Credit Card Request.
4.2 If there are insufficient clear funds in your account to meet a debit or credit card payment:
(a) you may be charged a fee and/or interest by your financial institution;
(b) you may also incur fees or charges imposed or incurred by us, the detailed payment fees and surcharges are available at www.covau.com.au/additionalfees; and
(c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit or credit card payment.
4.3 You may incur card payment fees if the direct debit payment is made by credit card. The fees will be included in your next bill. Please visit https://www.covau.com.au/additionalfees for further details.
4.4 You should check your account statement to verify that the amounts debited from your account or charged to your credit card are correct.
4.5 You must notify us immediately upon the expiry (if credit card) or changes of any details relating to your bank or credit cards accounts where appropriate or upon request from time to time.

5. Dispute
5.1 If you believe that there has been an error in debiting your account or charged to your credit card, you should notify us directly on 1300 689 866 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.
5.2 If we conclude as a result of our investigations that your account has been incorrectly debited or your credit card has been incorrectly charged we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited or your credit card has not been incorrectly charged we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. Accounts
You should check:
(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
(b) your account details which you have provided to us are correct by checking them against a recent account statement; and
(c) with your financial institution before completing the Direct Debit/ Credit Card Request Form if you have any queries about how to complete the Direct Debit/ Credit Card Request Form.

7. Confidentiality
7.1 We will keep any information (including your account details) in your Direct Debit/ Credit Card Request Form confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
7.2 We will only disclose information that we have about you:
(a) to the extent specifically required by law; or
(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice
8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to PO Box R241 ROYAL EXCHANGE NSW 1225 Australia
8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit/ Credit Card Request Form.
8.3 Any notice will be deemed to have been received on the third banking day after posting.

Cancellation Form

www.covau.com.au
support@covau.com.au
PO Box R241 ROYAL EXCHANGE NEW 1225
1300 689 866

If you would like to cancel your agreement with us, you can call us on **1300 689 866** or alternatively, complete this form and sign the following and send it back to us via fax, email or mail.

by Fax: 1300 997 331
by E-mail: support@covau.com.au
by Mail: PO BOX R241 ROYAL EXCHANGE NSW 1225

If you cancel within the 10 business day cooling-off period (which starts from the first business day after you receive your energy agreement), you will not be charged a cancellation fee. Otherwise, you must give us at least 3 business days' notice to cancel your agreement.

If your agreement has a fixed term, a cancellation fee applies if you cancel before the end of your agreement term.

If we have supplied you with energy or connection services, we will send you a final bill for any outstanding balances owing.

Please read your energy offer and agreement terms and conditions for more information about cancellation.

Authorisation to Cancel This Agreement

I wish to cancel the energy agreement made by me on

D D / M M / Y Y

With CovaU for the supply of

☐ Electricity ☐ Gas ☐ Electricity & Gas

Account Number

Contact Number

First Name

Surname

Address

X Signature

Print Name

Date / /

Office Use

Staff Signature

X

Date

/ /

Note

Concession Form

covau energy

www.covau.com.au
support@covau.com.au
PO BOX R241 ROYAL EXCHANGE NEW 1225
1300 689 866

Account holder details

First Name

Last Name

Date of Birth

D D / M M / Y Y Y Y

Address

Energy Type

☐ Electricity ☐ Gas ☐ Electricity & Gas

Energy Account Number

Concession card details

Concession Card Type

☐ DVA Gold Card/ DVA Pensioner Concession Card
☐ Queensland Seniors Card
☐ Health Care Card (HCC)
☐ Tasmanian Concession Card
☐ Pensioner Concession Card (PCC)
☐ ImmiCard

Concession Card Number

Date of Issue

D D / M M / Y Y Y Y

Card Expiry Date

D D / M M / Y Y Y Y

I _____ authorise:

- CovaU Pty Ltd to use Centrelink Confirmation eServices to perform a Centrelink/DVA enquiry of my Centrelink or Department of Veteran's Affairs Customer details and concession card status in order to enable the business to determine if I qualify for a concession, rebate or service.
- The Australian Government Department of Human Services (the department) to provide the results of that enquiry to CovaU Pty Ltd.

I understand and agree that:

- The department will use information I have provided to the CovaU Pty Ltd to confirm my eligibility for any relevant concession/rebates or services and will disclose to CovaU Pty Ltd personal information including my name, address, payment and concession card type and status.
- This consent, once signed, remains valid while I am a customer of CovaU Pty Ltd unless I withdraw it by contacting CovaU Pty Ltd or the department.
- I can obtain proof of my circumstances/details from the department and provide it to CovaU Pty Ltd so that my eligibility for any relevant concession/rebates or services can be determined.
- If I withdraw my consent or do not alternatively provide proof of my circumstances/details, I may not be eligible for any of the relevant concession/rebates or services provided by CovaU Pty Ltd.
- I will notify CovaU Pty Ltd and the card issuer of any changes in my circumstances which may affect my eligibility for a concession.

Customer Signature and Date

X Signature	Date / /

Staff Signature and Date (Office Use)

X Signature	Date / /

Thank you for choosing CovaU!