

MARKET AGREEMENT TERMS

Victoria | South Australia | New South Wales | Queensland

Version 1.1

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Table of Contents

PREAMBLE	4
1. About your Market Agreement	4
1.1 About these Terms.....	4
1.2 About your Electricity Plan.....	4
2. When does your Market Agreement start?	5
2.1 Contract preconditions	5
2.2 Cooling-off	5
2.3 Commencing supply.....	6
3. Prices for electricity and other services	6
3.1 Our Charges	6
3.2 Varying the Charges	7
4. Billing	8
4.1 General.....	8
4.2 Calculating your bills	8
4.3 Bill reviews.....	8
4.4 Undercharged and overcharged amounts.....	9
4.5 Your historical billing information	9
5. Payments	9
6. Your creditworthiness	10
6.1 Credit assessments.....	10
6.2 Security Deposits	10
7. Disconnection and reconnection	11
7.1 Disconnecting your Supply Address	11
7.2 Restrictions on disconnection.....	12
7.3 Reconnecting your Supply Address.....	12
8. Vacating your Supply Address	13
8.1 Notice to vacate	13
8.2 Transferring your Market Agreement to your new premises	13
9. Ending your Market Agreement	13
10. Your additional obligations	14
10.1 Providing and updating information	14
10.2 Limiting loss or damage	14
10.3 Preventing wrongful and illegal use of electricity.....	14

10.4	Registering life support equipment	15
10.5	Providing access to your Supply Address and meter	15
10.6	Obligations if you are not an owner	15
10.7	Your indemnity to us	15
11.	Our liability	15
11.1	Quality and reliability of supply	15
11.2	Events outside our control	16
11.3	Limitation of liability	16
12.	Privacy	16
13.	Complaints	17
14.	Marketing	17
15.	Assignment	17
16.	Variation	17
17.	How this Market Agreement works with the Energy Laws	17
	Definitions	19

PREAMBLE

These Terms, together with your Electricity Plan, form your Market Agreement with us for the sale of electricity to you.

In addition to your Market Agreement, the Energy Laws and other consumer laws contain rights and obligations that apply to you and to us. These Terms are intended to reflect the minimum requirements of the Energy Laws and all relevant rights and obligations of the Energy Laws are intended to be incorporated into your Market Agreement. These Terms should be taken to be automatically amended to reflect relevant changes that occur to the Energy Laws from time to time. If any amendments materially affect your rights or obligations, we will advise you as soon as possible after the Energy Laws are amended. In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

You can find more information about your Market Agreement on our website:

www.energythatcould.com.au.

Unless otherwise specified, capitalised words used in these Terms are defined in Schedule 1.

1. About your Market Agreement

1.1 About these Terms

- (a) These Terms will apply to you if you are a Small Customer in relation to a Supply Address in New South Wales, South Australia, Queensland and Victoria.
- (b) Whether you are a Small Customer is determined by the Energy Laws and dependent on the amount of electricity you use. It is your responsibility to tell us if the amount of electricity you use changes significantly, in case you stop being a Small Customer.
- (c) These Terms may apply to more than one Supply Address. However, a separate Market Agreement will apply to each Supply Address.

1.2 About your Electricity Plan

- (a) Your Electricity Plan details are our offer to sell electricity to your Supply Address, including our Charges and any Benefit.
- (b) Your Electricity Plan will commence on the Supply Start Date and, subject to clause 1.2(c), will continue until we offer you a new Electricity Plan. Any Benefit provided under your Electricity Plan will also commence on the Supply Start Date, unless a later date is specified in your Electricity Plan.
- (c) Unless ended sooner in accordance with these Terms, if your Electricity Plan contains a Benefit Period, your Electricity Plan will end at the end of the Benefit Period. We may charge you any exit fee specified in your Electricity Plan if you end a Benefit Period early.
- (d) If your Electricity Plan contains a Benefit Period, we will send you a notice no earlier than 40 Business Days and no later than 20 Business Days before the Benefit End Date, providing you with information required by the Energy Laws. We may also offer you a new Electricity Plan with another Benefit (which may be the same Benefit and may include an additional Benefit Period), and a date by which you can reject our offer.

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- (e) If you reject any offer we make you under clause 1.2(d), or we do not offer you a new Electricity Plan, you will be required to pay our then applicable published Charges for a Standing Offer, with no Benefit, until your Market Agreement ends under clause 9.
- (f) If you do not reject any offer we make you under clause 1.2(d), your new Electricity Plan will commence on the date specified and your Market Agreement will be amended to include your new Electricity Plan, and continue under these Terms.
- (g) If you have more than one Supply Address listed in your Electricity Plan:
 - (i) a separate Market Agreement will be created for each Supply Address;
 - (ii) there may be a different Supply Start Date for each Supply Address; and
 - (iii) unless your Market Agreement for a Supply Address is ended earlier under clause 9, your Electricity Plan will end on the same date for each Supply Address.

2. When does your Market Agreement start?

2.1 Contract preconditions

- (a) Subject to clauses 2.1(b) and 2.2, your Market Agreement starts when you accept the offer set out in your Electricity Plan.
- (b) If permitted by the Energy Laws, we may cancel your Market Agreement before the Supply Start Date if:
 - (i) we are not satisfied with information you have provided to us about your eligibility for the offer set out in your Electricity Plan;
 - (ii) you do not pay us any requested Security Deposit, or otherwise meet our credit requirements; or
 - (iii) the Supply Address is connected to an Embedded Network;
 - (iv) the transfer process referred to in clause 2.3(c) is delayed and does not occur on your next scheduled meter read or the date we schedule a special meter read with you.

If we cancel your Market Agreement, we will let you know.

2.2 Cooling-off

- (a) You have a 10 Business Day cooling-off period, which starts on the later of:
 - (i) the date specified in your Electricity Plan, or if no date is specified, the date you sign your Electricity Plan or you accept your Market Agreement over the phone or on-line; or
 - (ii) the date you receive a copy of these Terms, your Electricity Plan, Price Sheet and our Customer disclosure statement.
- (b) You can cancel your Market Agreement without penalty at any time within this cooling-off period. To cancel, call us or complete the cancellation notice included at the back of these Terms and return it to us at the address set out on the notice.

- (c) If you have more than one Supply Address listed in your Electricity Plan:
 - (i) you have a 10 Business Day cooling-off period for each Supply Address;
 - (ii) you can cancel your Market Agreement for any or all Supply Addresses without penalty at any time within this cooling-off period; and
 - (iii) we will cancel your Market Agreement for each Supply Address you request.
- (d) If you cancel your Market Agreement during the cooling-off period, you will continue to be supplied with electricity under any current arrangements you have with us or another retailer.

2.3 Commencing supply

The Supply Start Date will be (subject to the cooling-off period) the later of:

- (a) if you are already our Customer, the day on which you accept the offer set out in your Electricity Plan and satisfy any relevant pre-conditions;
- (b) the day you are connected to the electricity distribution system and we become financially responsible to pay the relevant wholesale market for electricity used at your Supply Address; or
- (c) if you are transferring to us from another retailer, the day on which that transfer is completed and we become financially responsible to pay the relevant wholesale market for electricity used at your Supply Address.

3. Prices for electricity and other services

3.1 Our Charges

- (a) Your Electricity Plan sets out the Charges that apply at the time you accepted our offer. We may vary these Charges in accordance with clause 3.2.
- (b) You must pay us the Charges. The Charges include:
 - (i) amounts for the sale and supply of electricity described below:
 - (A) daily Charges for each Supply Address, regardless of how much electricity you use;
 - (B) Charges for each unit of electricity you use (listed on your bill as cents per kilowatt hour (c/kWh));
 - (C) if applicable, demand Charges (listed on your bill as cents per kW per day or cents per kVA per day and multiplied by the number of days in your billing cycle);
 - (D) charges for the sale of GreenPower to you;
 - (E) any amounts that your Distributor charges for services provided at each Supply Address, including disconnection fees, connection fees and special meter reading fees;
 - (F) any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply electricity, including GreenPower, to you; and

- (G) fees or costs that we have to pay (directly or indirectly) through any emissions trading or carbon scheme; and
- (ii) if notified by us to you, the fees described below:
 - (A) a fee for paying by Mastercard, Visa or another payment method where we incur a merchant services fee;
 - (B) unless your Supply Address is in Victoria, a late payment fee for paying your bill (or part of your bill) after the Due Date;
 - (C) an account establishment fee for transferring your electricity supply to us from another retailer or setting up your account with us for the first time, for each Supply Address;
 - (D) a fee for paying your bill over the counter, in person, or via PostBillPay; and
 - (E) an exit fee for ending a Benefit Period early.
- (c) In some circumstances you must also pay us the other amounts described below:
 - (i) any reasonable costs that we incur for arranging electricity distribution network and connection services for you (we will let you know these amounts before we arrange the services);
 - (ii) if you breach your Market Agreement or the Energy Laws, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee);
 - (iii) any fees or additional costs we incur if your payment is dishonoured or reversed; and
 - (iv) any other amounts referred to in your Market Agreement.
- (d) We may impose additional Charges, the amount of which must be reasonable having regard to the amount of related costs we incur selling electricity to you. These additional Charges may cover costs we incur as a result of the introduction of, or a change in, a tax or any other Energy Laws
- (e) Unless expressly stated otherwise, all amounts payable under your Market Agreement are inclusive of GST. Where a Charge is expressed to be GST exclusive, we will increase the amount by the amount of GST payable.

3.2 Varying the Charges

- (a) We may vary the Charges at any time by notice to you. The notice may be by a message on your bill.
- (b) If we vary the Charges:
 - (i) for a Supply Address in Queensland and the change results in an increase in the Charges, we will give you at least 10 Business Days' notice; and
 - (ii) for a Supply Address in Victoria, New South Wales and South Australia, or where a change results in a decrease in the Charges in Queensland, we will notify you as soon as practicable, but no later than your next bill.

- (c) We can also vary the Charges by notice to you in the following limited circumstances:
 - (i) if any of the information we used in determining the Charges for electricity is incorrect (such as your supply area or meter type); or
 - (ii) if the meter at a Supply Address is changed from an accumulation meter to an interval meter.
- (d) If the Charges change during a Billing Cycle, we will calculate your bill for that Billing Cycle on a pro-rata basis using:
 - (i) the rate of the old Charges up to and including the date of change; and
 - (ii) the rate of the Charges from that date to the end of the Billing Cycle.

4. Billing

4.1 General

- (a) We will send your bill to the address, or addresses, you choose, which may include an email address if you consent. If you do not choose an address or we cannot contact you at the address (for example, your bill is returned to us), we may send the bill to any Supply Address and you will be deemed to have received it.
- (b) We will send you separate bills for the electricity usage and other Charges you incur at each Supply Address.
- (c) We will bill you at least every three months.

4.2 Calculating your bills

- (a) Except as set out below, your bills will be based on the amount of electricity you use during a Billing Cycle. This will be determined in accordance with the Energy Laws, generally by reading the meter at each Supply Address, or estimating usage if a meter cannot be read.
- (b) 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.
- (c) If you otherwise want an estimated bill replaced with a bill based on a meter reading, we will do that on request. We may impose an additional charge for doing so.
- (d) Our bill may cover a period other than your usual billing cycle or a period during which the rates applicable to you change. We will charge you in proportion to the relevant periods and clearly show relevant details on the bill.

4.3 Bill reviews

- (a) We will review your bill on request. While we review your bill, you must pay any amount that is not in dispute and any other amount that we may ask you to in accordance with the Energy Laws by the Due Date. You must also pay any future bills by the Due Date.
- (b) You can ask to have your meter tested as part of the review. If your Supply Address is in New South Wales or South Australia, we may ask you to pay the cost of the meter test before we arrange it, and then refund this amount (or offset it against any outstanding amount on your bill) if the test finds that the meter or meter data is faulty or incorrect. If

your Supply Address is in Victoria or Queensland, we may ask you to pay the cost of the meter test if the test shows the meter or meter data is not faulty or incorrect.

- (c) If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we will correct the bill under review.

4.4 Undercharged and overcharged amounts

- (a) Subject to clause 4.4(b), if for any reason we have undercharged or not charged you, we may recover from you the full amount undercharged or not charged, unless this is unreasonable in the circumstances. We will list the amount to be recovered as a separate item in a special bill or in our next bill.
- (b) We may recover from you the amounts that should have been charged in the nine months before we notify you of the undercharging, unless the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged and may also charge you interest if not prohibited by the Energy Laws.
- (c) If for any reason we have overcharged you, we will inform you as soon as possible after becoming aware of the error and credit the amount on your next bill or otherwise repay the amount to you.

4.5 Your historical billing information

On request, we will give you information about your billing history for the previous two years free of charge. However, we may charge you if we have already given you this information at least four times in the previous 12 months, or if you require information going back more than two years.

5. Payments

- (a) You must pay each bill in full by the Due Date.
- (b) You can use any of the options listed on the bill to make payment.
- (c) If you do not pay a bill by the Due Date (unless you have requested a review of the bill) we may do one or more of the following:
 - (i) ask you to pay, or apply, any Security Deposit in the circumstances described in clause 6.2;
 - (ii) disconnect the electricity supply to the Supply Address billed;
 - (iii) ask a debt collection agency to obtain the payment from you; and
 - (iv) rely on any other rights we have under your Market Agreement.
- (d) If you have difficulties paying your bill, you should contact us as soon as possible. If you notify us, we may, depending on your circumstances, provide you with a payment arrangement, and we will do so if required by the Energy Laws.
- (e) If we incur a fee because your payment is dishonoured or reversed, we may recover the fee from you and impose an additional charge.

6. Your creditworthiness

6.1 Credit assessments

- (a) We may determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so.
- (b) We may disclose your Personal Information to a credit reporting agency before, during or after we sell electricity to you:
 - (i) to obtain a consumer credit report about you if you have applied for consumer or commercial credit; and/or
 - (ii) to allow the credit reporting agency to create or maintain a credit information file about you.
- (c) We can only disclose the following types of information:
 - (i) your identity particulars (for example, name and address);
 - (ii) the existence of your Market Agreement with us;
 - (iii) the fact that we are a current credit provider to you;
 - (iv) any payments overdue for more than 60 days that we have tried to recover from you;
 - (v) information that payments are no longer overdue;
 - (vi) information that in our opinion you have committed a serious credit infringement;
 - (vii) dishonoured payments (if a cheque from you for more than \$100 has been dishonoured more than twice); and
 - (viii) any other information we are permitted to disclose under consumer credit laws.
- (d) You agree we may obtain a consumer credit report from a credit reporting agency containing information about you, for the purpose of assessing your application.
- (e) We may also exchange permitted credit information about you with other credit providers both to assess your creditworthiness and if you default on payment (either with us or with the other credit provider).

6.2 Security Deposits

- (a) Depending on your creditworthiness we may ask you to pay us a Security Deposit.
- (b) We'll pay interest on a Security Deposit, as required by the Energy Laws.
- (c) We may use your Security Deposit, and any interest earned on it, to offset any amount you owe us under the Contract if you fail to pay a bill by the Due Date. If your Supply Address is in Victoria or Queensland, we'll only do this in limited circumstances permitted by the Energy Laws.
- (d) If we charge you a fee for late payment of a bill and then subsequently apply a Security Deposit towards full payment of that bill, we'll refund the late payment fee if the costs we incur as a result of your late payment are less than the late payment fee.

- (e) If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know. If your Supply Address is in Victoria or Queensland, we'll do this within 10 Business Days.
- (f) If we no longer need the Security Deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, through our standard processes to refund account credits.

7. Disconnection and reconnection

7.1 Disconnecting your Supply Address

- (a) We may disconnect your Supply Address in the following circumstances, unless we are prohibited to do so by the Energy Laws:
 - (i) you ask us to;
 - (ii) you do not pay the Charges or other amounts on your electricity bill by the Due Date;
 - (iii) the meter at your Supply Address has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
 - (iv) you refuse when required to provide a Security Deposit;
 - (v) there is illegal use of electricity at your Supply Address,
 - (vi) you breach another term of your Market Agreement;
 - (vii) we reasonably consider that you are failing to comply with your obligations under any Energy Laws;
 - (viii) your Supply Address is or is to become connected to an Embedded Network;
 - (ix) an order is made for your bankruptcy, winding up or dissolution, a receiver, receiver and manager, trustee, administrator, liquidator or similar official is appointed to all or part of your assets or undertaking, you enter into, or resolve to enter into, any arrangement or composition or compromise with, or assignment for the benefit of, your members or creditors, or you become insolvent within the meaning of section 95A of the *Corporations Act 2001* (Cth);
 - (x) you vacate your Supply Address; or
 - (xi) you fail to comply with the terms of an agreed payment plan or you fail to agree to an offer to pay the bill by instalments.
- (b) Before disconnecting your Supply Address, we will follow all procedures set out in the Energy Laws. If we have your current contact details, we will give you written notice of the disconnection. We may also give you time to rectify the matter that has led to the disconnection.
- (c) Where we have arranged disconnection, we may charge you a disconnection fee. We may also charge you a call-out fee if we ask your distributor to perform a disconnection and the reason for us requiring disconnection has been remedied after your Distributor is called out but before disconnection occurs.

7.2 Restrictions on disconnection

We will not arrange disconnection otherwise than in accordance with the Energy Laws. In particular, unless allowed by the Energy Laws, we will not arrange disconnection:

- (a) while an application you have made for any available government rebate or grant, or instalment plan we offer, has not been determined;
- (b) while any complaint you have made to us or an ombudsman (or other external dispute resolution body) that directly relates to the reason for disconnection remains unresolved;
- (c) unless you fail to pay a bill by the Due Date, and:
 - (i) you do not agree to an offer by us to pay your bills by instalments; or
 - (ii) where having agreed to pay your bills by instalments, you do not adhere to the terms of the instalment arrangement;
- (d) on a Friday, Saturday or Sunday;
- (e) on a day prior to, or on, a public holiday;
- (f) during the period 20 December to 31 December inclusive, in any year;
- (g) on any other day, before 8am or after 3pm, or if your Supply Address is in Victoria, before 8am or after 2pm; or
- (h) while any life support equipment that relies on electricity is in use at the Supply Address.

7.3 Reconnecting your Supply Address

- (a) If, within 10 Business Days of your Supply Address being disconnected, you:
 - (i) rectify the matter that led to the disconnection;
 - (ii) ask us to arrange for reconnection; and
 - (iii) pay any relevant reconnection Charges,we will request the Distributor to reconnect the Supply Address.
- (b) Except for clause 7.2(a), we have no other obligation to reconnect your Supply Address after it is disconnected.
- (c) If we do not reconnect your Supply Address:
 - (i) your Market Agreement for the Supply Address will end;
 - (ii) we will have no further obligation to sell electricity to you at the Supply Address; and
 - (iii) we will issue a final bill to you for the Supply Address covering the period up to and including disconnection.

8. Vacating your Supply Address

8.1 Notice to vacate

- (a) You must give us at least four business days' notice of your intention to vacate your Supply Address, together with a forwarding address for your final bill.
- (b) When we receive your notice, we will use our best endeavours to ensure that your electricity meter is read on the date specified by you (or as soon as possible after that date if your meter cannot be accessed then) and send a final bill to the forwarding address you have provided.
- (c) If you vacate your Supply Address without providing the required notice, or if you do not provide access to your meter, you will be responsible for all energy used at your Supply Address until (whichever occurs first):
 - (i) you tell us you have moved and your meter is read;
 - (ii) we become aware that you have moved and your electricity meter has been read;
 - (iii) someone else commences purchasing electricity from us or another retailer for your Supply Address; or
 - (iv) your Supply Address is disconnected.
- (d) You cannot avoid liability for electricity used at your Supply Address by vacating that Supply Address.

8.2 Transferring your Market Agreement to your new premises

- (a) You may ask us to transfer your Market Agreement to any new premises that you are moving to. If you do so, and we agree, we will send you a notice with a new Electricity Plan and Price Sheet, and a date by which you can reject our offer.
- (b) If you reject our offer by the specified date and financial responsibility to pay the relevant wholesale market for electricity used at the premises belongs to:
 - (i) us, you will be required to pay our then applicable published Charges for a Standing Offer, with no Benefit, until your Market Agreement ends under clause 9;
 - (ii) another retailer, your Market Agreement will end under clause 9(a)(iii).
- (c) If you do not reject our offer by the specified date, your new premises will become a Supply Address under your Market Agreement, and your Market Agreement will be amended to include your new Supply Address and Electricity Plan, and continue under these Terms.

9. Ending your Market Agreement

- (a) Your Market Agreement will end (whichever occurs first):
 - (i) when we or another retailer enter into a new electricity contract with you for the supply and sale of electricity to your Supply Address and any relevant cooling-off period ends and responsibility for payment for electricity commences;

- (ii) when another Customer enters into an electricity contract with us or another retailer for the supply and sale of electricity to your Supply Address and any relevant cooling-off period ends and responsibility for payment for electricity commences;
 - (iii) if you have vacated or intend to vacate your Supply Address and are not continuing your Market Agreement at your new premises, on the day you cease to be responsible to pay for electricity supplied to your Supply Address in accordance with clause 8.2;
 - (iv) on the day after you cease to have the right under the Energy Laws to have your Supply Address reconnected following disconnection in accordance with clause 7.1; or
 - (v) if we are no longer entitled to sell electricity due to a retailer of last resort event, such as the revocation of our retailer authorisation or the suspension of our right to acquire electricity in the national electricity market, the occurrence of which results in us no longer being entitled to sell electricity under the Energy Laws.
- (b) When your Market Agreement ends for your Supply Address, you still need to make any outstanding payments to us for that Supply Address.
- (c) If you have more than one Supply Address listed in your Electricity Plan and your Market Agreement ends for one Supply Address, your Market Agreements for the other Supply Addresses will continue.
- (d) Ending your Market Agreement does not affect your, or our, ability to enforce any rights or obligations that have accrued under the contract before or on termination. For example, you will still need to pay any outstanding debts and provide access to your meter.

10. Your additional obligations

10.1 Providing and updating information

- (a) You must give us any information we reasonably require for the purposes of this Market Agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.
- (b) You must tell us promptly if information you have provided to us changes, including if your contact details change or if your use of electricity changes.

10.2 Limiting loss or damage

You must take reasonable steps to limit any loss or damage you suffer in connection with your Market Agreement.

10.3 Preventing wrongful and illegal use of electricity

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to your Supply Address;
- (b) interfere with any electrical equipment at your Supply Address;
- (c) use electricity supplied to your Supply Address or any electrical equipment in a manner that unreasonably interferes with the connection or supply of electricity to any third party or causes damage or interference to any third party;

(d) allow electricity purchased from us to be used otherwise than in accordance with your Market Agreement; or

(e) tamper with any meters or associated equipment.

10.4 Registering life support equipment

If a person at your Supply Address requires life support equipment, you must register that Supply Address with us and your Distributor. To register, you will need to provide written confirmation from a registered medical practitioner of the requirement for life support equipment at that Supply Address. You must also tell us and your Distributor if the life support equipment is no longer required at that Supply Address.

10.5 Providing access to your Supply Address and meter

You must allow us or our representatives (including your Distributor) safe, convenient and unhindered access to your Supply Address and meter for the purposes of installation, reading, maintenance and repair of the meter and for providing other Distributor services as required.

10.6 Obligations if you are not an owner

If you cannot meet an obligation relating to your Supply Address under this Market Agreement because you are not the owner of the Supply Address, you must take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

10.7 Your indemnity to us

You must indemnify us for any breach by you of your Market Agreement or any negligence by you in relation to your Market Agreement to the maximum amount that we are allowed to be compensated under the common law (including in equity) or statute for your breach or negligence.

11. Our liability

11.1 Quality and reliability of supply

(a) We do not operate the Distribution System to which your Supply Address is connected. This is the role of your Distributor.

(b) While we will obtain connection and distribution services from your Distributor, your Distributor is responsible for:

(iv) the actual connection of your Supply Address to the network;

(v) the maintenance of that connection;

(vi) the delivery of electricity to your Supply Address; and

(vii) the quality, reliability and other characteristics of electricity.

(c) We cannot regulate the quality or reliability of electricity supplied to your Supply Address. Supply is subject to a variety of factors outside our control, including weather conditions, animals, vegetation, the actions of third parties such as Distributors, generators and transmission owners, the existence of emergency or dangerous conditions, damage to the network, the design and technical limitations of the network, and the demand for electricity at any point in time. Accordingly, electricity delivered to your Supply Address may be subject to

fluctuations in voltage, wave or frequency. You acknowledge the extent of our responsibility for the quality and reliability of your electricity supply.

- (d) You should understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction. If you do suffer any loss or damage, you may be able to receive compensation from your Distributor. So far as the law allows, we are not liable for any loss or damage you suffer because of the electricity we sell to you.

11.2 Events outside our control

- (a) If we would otherwise breach this Market Agreement because of an event outside our control, then to the extent necessary, our obligations are suspended for as long as the event continues.
- (b) We will endeavour to give you prompt notice of the details of such an event.
- (c) If we claim such an event, we will endeavour to remove, overcome or minimise the effects of the event as quickly as possible. However, this does not require us to settle any industrial dispute in any way we do not want to.

11.3 Limitation of liability

- (a) Unless we have acted in bad faith or negligently, the Energy Laws exclude our liability for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your Supply Address. This includes any loss or damage you suffer as a result of the defective supply of electricity.
- (b) Nothing in your Market Agreement varies or excludes the operation of:
 - (i) sections 119 and 120 of the National Electricity Law;
 - (ii) sections 97 and 97A of the *Electricity Act 1994* (Qld);
 - (iii) section 316 of the National Energy Retail Law; or
 - (iv) any other immunity, limitation of liability or indemnity that we may have under the Energy Laws.
- (c) This clause 11.3 survives the termination of your Market Agreement.

12. Privacy

- (a) We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Energy Laws and in order to provide you with electricity and related products and services. We may disclose this information to:
 - (i) our Related Bodies Corporate;
 - (ii) our agents and contractors (such as mail houses, data processors and debt collectors);
 - (iii) your Distributor; and
 - (iv) other electricity retailers,

for these purposes and more broadly in connection with your Market Agreement.

- (b) We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).
- (c) If you do not provide this information to us, we may not be able to provide our products or services to you. Where possible, we will collect this information from you, but we may get it from third parties (including credit reporting bodies).
- (d) If you provide us with Personal Information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.
- (e) Our detailed privacy and credit reporting statements are available on our website: www.energythatcould.com.au. Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.

13. Complaints

- (a) If you have a complaint relating to the sale of electricity by us to you, or your Market Agreement generally, you may raise the complaint with us in accordance with our standard complaints and dispute resolution procedures, which are published on our website: www.energythatcould.com.au.
- (b) We will consider the complaint and provide you with our response.
- (c) If you are not satisfied with the way we resolve your complaint, you may be entitled to contact the energy ombudsman in your state or territory.

14. Marketing

From time to time we will let you know about our products and offers, even after this Market Agreement ends. If at any time you decide that you do not want to receive these offers, please let us know. You can do so by email at support@pacifichydro.com.au We will keep providing you with these offers until you tell us otherwise.

15. Assignment

You may only assign or create an interest in your rights under your Market Agreement with our prior written consent and we may do likewise though without the need for your consent.

16. Variation

- (a) Subject to clause 16(b), any variation to your Market Agreement must be agreed between us in writing.
- (b) If we consider it is necessary to vary your Market Agreement to comply with any change to the Energy Laws, or, if in our reasonable opinion a variation benefits you, imposes an additional obligation on us, or is otherwise of neutral impact on you, then, to the extent permitted by law, we may do that without your agreement. Instead we will notify you of the variation.

17. How this Market Agreement works with the Energy Laws

- (a) The laws of the state in which your Supply Address is located apply to your Market Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in the relevant state.

- (b) If the Energy Laws require a matter to be expressly dealt with in your Market Agreement and it is not, the specific Energy Laws are incorporated as if they were a term of your Market Agreement.
- (c) If there is any inconsistency between your Market Agreement and the Energy Laws, then your Market Agreement will prevail to the extent of the inconsistency, unless the Energy Laws are required to prevail.

Definitions

Benefit means any benefit set out in your Electricity Plan as part of our offer to sell you electricity;

Benefit End Date means the last day of a Benefit Period;

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in your Electricity Plan;

Billing Cycle means the regular recurrent period for which you receive a bill from us, as set out in your Electricity Plan;

Business Day means a day other than a Saturday, a Sunday or a public holiday in the state in which a Supply Address is located;

Charges mean the charges and fees described in these Terms, which may be detailed more specifically in an Electricity Plan or Price Sheet;

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

Distributor means the entity that is licensed or authorised to supply distribution services through the distribution system to which your Supply Address is connected;

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you;

Electricity Plan means the document setting out the terms of our offer to sell you electricity, including the Benefit, Tariffs and charges;

Embedded Network means a network embedded within the distribution network of a Distributor;

Energy Laws means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity to your Supply Address, including:

- (a) in New South Wales, Queensland and South Australia, the National Energy Retail Law, the National Energy Retail Rules and the National Energy Retail Regulations; and
- (b) in Victoria, the *Electricity Industry Act 2000* (Vic) and the Energy Retail Code;

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

Market Agreement means your contract with us for the sale of electricity to you, consisting of these Terms and your Electricity Plan;

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth);

Price Sheet means:

- (a) in New South Wales, South Australia and Queensland, our Energy Price Fact Sheet; and
- (b) in Victoria, our Price and Product Information Statement;

Security Deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Laws;

Small Customer means:

- (a) in New South Wales, South Australia and Queensland, a small customer for the purposes of the National Energy Retail Law; and
- (b) in Victoria, a relevant customer for the purposes of section 36 of the *Electricity Industry Act 2000* (Vic);



Standing Offer means our offer to sell you electricity on terms and conditions that have been specified by law and prices as published on our website;

Supply Address means the premises listed in your Energy Plan;

Supply Start Date means the date we start supplying electricity to your Supply Address as determined under clause 2.3; and

Terms means these Market Agreement Terms.

Attachment

INFORMATION IF YOU WANT TO TERMINATE YOUR MARKET AGREEMENT WITH TANGO ENERGY PTY LTD.

You have a right to terminate your agreement during whichever one of the following periods is the longest:

1. The period of 10 business days starting at the start of the first business day after the day on which the agreement was made, or if the agreement was made over the phone, at the start of the first business day after the day on which you were given the agreement document relating to the agreement.
2. The period of 3 months starting at the start of the first day after the day on which the agreement was made, or if the agreement was made over the phone, at the start of the first business day after the day on which you were given the agreement document relating to the agreement, if the agreement is an unsolicited consumer agreement under the Australian Consumer Law (**ACL**) and we have contravened rules under the ACL:
 - (a) limiting the hours we are permitted to negotiate such an agreement with you;
 - (b) requiring us to disclose to you identity information and the purpose for which we have called on you; or
 - (c) requiring us to cease negotiating with you on request.
3. The period of 6 months starting at the start of the first day after the day on which the agreement was made, or if the agreement was made over the phone, at the start of the first business day after the day on which you were given the agreement document relating to the agreement, if the agreement is an unsolicited consumer agreement under the ACL and we have contravened rules under the ACL:
 - (a) requiring us to provide you with information about your right to terminate the agreement;
 - (b) imposing various other requirements on us applicable to unsolicited consumer agreements; or
 - (c) prohibiting us from selling electricity under the agreement during the 10 business day periods starting at the start of the first business day after the day on which the agreement was made (see below).

If the agreement is an unsolicited consumer agreement under the ACL, we must not, and in any event we will not, sell any electricity to you or accept or require payment in connection with any electricity during the 10 business day period starting, if the agreement was not made over the phone, at the start of the first business day after the day on which the agreement was made, or if the agreement was made over the phone, at the start of the first business day after the day on which you were given the agreement document relating to the agreement.

You may terminate the agreement by indicating, in an oral or written notice to us, an intention to terminate the agreement.

Without limitation, you can terminate the agreement by signing and dating the cancellation notice attached to the Market Agreement Terms and delivering it to us:

personally or by post, at Level 11, 474 Flinders Street Melbourne VIC 3000; or

by fax, at 03 8621 6112 or by e-mail, at support@pacifichydro.com.au

Alternatively, you could call us on 1800 010 648.

CANCELLATION NOTICE

Section 82, Australian Consumer Law

Right to cancel this agreement within 10 business day cooling –off period

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

Extended right to cancel the agreement

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. **Refer to the information attached to this agreement.** You have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and send it to the supplier. Alternatively write a letter or send an email to the supplier.

SUPPLIER DETAILS	
Name	Tango Energy Pty Ltd
Address	Level 11, 474 Flinders Street Melbourne VIC 3000
Email address	support@pacifichydro.com.au
Fax number	(03) 8621 6112
Details of goods or services supplied under this agreement	
Cost of goods or service	<i>Refer to offer document</i>
Date of agreement	
Transaction number (if any)	N/A

CONSUMER DETAILS	
Name of consumer	
Consumers address	
I WISH TO CANCEL THIS AGREEMENT	
Signed by the consumer	
Date	

Note: You must either return to the supplier any goods supplied under this agreement or arrange for the goods to be collected. If the supplier does not collect the goods within 30 days, the goods become your property.