ActewAGL Energy Offer - NSW Energy Rewards 5/7

Services: electricity and natural gas
Supply Commencement Date: refer to Contract
Energy Reward Start Date: pending acceptance in ActewAGL's systems
Initial Term: 24 months from Supply Commencement Date
Early Cancellation Fee: $50 per Service

Energy Reward - 7% discount on electricity supply & consumption charges

The Energy Reward discount: applies to electricity supply and consumption charges only; will not apply to any Greenchoice electricity charges, or miscellaneous fees and charges; will not apply to any government taxes, fees, levies or charges; and is capped at a maximum of $500 per annum.

Energy Charge Rates for this ActewAGL Energy Offer (refer to Schedule of Charges)

Important information

- *This ActewAGL Energy Offer is an Offer or Schedule for the purposes of your negotiated supply contract ("Contract"). This document, the Contract and any Service Application Form, voice recording or online form comprise your agreement with ActewAGL ("Agreement").The terms of this document prevail to the extent of inconsistencies with the terms of the Contract. You have received this information because you are an Account Holder who has signed an ActewAGL Service Application Form, completed a voice recording or have accepted a Renewal Offer in respect to this ActewAGL Energy Offer.*
- *Our standard 10 Business Day Cooling-Off Period is outlined in the Contract. You have a right to cancel this Agreement within 10 business days from and including the day after you signed or received this Agreement. Details of your additional rights to cancel this Agreement are set out in the information attached to this Agreement.*
- *Your Distributor will advise ActewAGL of the distribution charges and metering configuration applicable to the supply of the Services as at the Supply Commencement Date. Upon receipt of this information, ActewAGL reserves the right to adjust your Energy Charge Rates and will notify you in writing of your final Energy Charge Rates at the Energy Reward Start Date.*
- *Fees, such as account establishment fee, late payment fee, dishonoured payment fee or payment processing fee and other charges relating to your account, meter or supply address may apply to this Agreement. See Schedule of Charges.*
- *If you use a life support machine please contact ActewAGL on 13 14 93.*
- *Your Energy Charge Rates under this Agreement may be varied in accordance with the Contract.*
- *The Energy Reward will start when all Services included in this Agreement have been accepted in ActewAGL's systems (Energy Reward Start Date), which may be later than the Supply Commencement Date. The Supply Commencement Date may be up to four (4) months after the Application Date, depending on the date of your last meter read, and may be different for electricity and natural gas (see Contract). The Energy Reward will cease upon the earlier of the expiry or cancellation of the Current Term. The Energy Reward will not be backdated to the Supply Commencement Date, but may extend beyond the Initial Term for a period equal to the number of days between the Supply Commencement Date and the Energy Reward Start Date.*
- *The ActewAGL Direct Debit discount will not apply in addition to the Energy Reward.*
- *This Agreement is only available in selected NSW areas where ActewAGL is able to provide the Services at the same Energy Charge Rates.*
- *You may transfer this Agreement between locations where ActewAGL can provide the Services at the same Energy Charge Rates. You must notify ActewAGL as soon as possible that you wish to transfer this Agreement to your new address by calling 13 12 93.*
- *You must remain on the same electricity tariff, and if applicable, natural gas tariff, throughout the Current Term.*
- *Customers with annual consumption of electricity greater than 100MWh at any individual site in the ACT or in the Essential Energy network area (NSW) are not eligible for this Energy Offer. Upon ActewAGL becoming aware that your annual consumption of electricity is greater than 100MWh, this Agreement will be cancelled. You will not be liable to pay the Early Cancellation Fee.*
- *Other important information about this Agreement: This Energy Offer is available to Residential Customers only. Natural gas must be included in your Agreement where you have an existing connection. Natural Gas is not eligible to be included in this Agreement for customers in the shire of Shoalhaven. Customers in NSW supplied electricity under a time of use tariff are not eligible for This Energy Offer.*

Renewal

- *ActewAGL will contact you in writing not less than four weeks before the expiry of the Current Term and may provide an Offer of Renewal ("Renewal Offer") at that time. The Renewal Offer will outline our then current offer and describe any new charges and any revised terms and conditions. To accept the Renewal Offer, you can tell us in writing or by calling ActewAGL on 13 12 93. If we do not hear from you by the time the Initial Term expires, we may extend your Services on the terms of the Renewal Offer for a further period stated in the Renewal Offer. The Renewal Offer will be subject to our standard 10 Business Day Cooling-Off Period. If you decide within the Cooling-Off Period that you do not wish to continue on the terms of the Renewal Offer, you must tell us in writing or by calling ActewAGL on 13 12 93 before the Cooling-Off Period expires.*
- *The Supply Commencement Date and the Energy Reward Start Date for the Renewal Offer will be the first day of the renewed term.*
- *If you do not accept the Renewal Offer you must tell us in writing or by calling ActewAGL on 13 12 93. If you do not accept the Renewal Offer but continue to receive the Services from ActewAGL, the supply of the Services will be subject to the terms of the Contract for Customers in NSW or the Standard Customer Contract for Customers in the ACT, and at the Energy Charge Rates applicable to the relevant contract at that time. You will not receive the benefits of the Energy Reward.*

Cancellation

- *If you cancel this Agreement after the Cooling-Off Period but before expiry of the Current Term, or remove a Service from this Agreement, the Early Cancellation Fee will apply.*
- *The Early Cancellation Fee is charged per Service and will appear on the next invoice for that Service after cancellation.*
- *The Early Cancellation Fee will not be applied if you move to a new address where not all of the Services included in the Agreement are available but you enter into a new Agreement with ActewAGL for the Services which are available at your new address.*
- *If you move to a location where ActewAGL is unable to provide the Services, this Agreement will be cancelled. The Early Cancellation Fee will not apply.*
- *ActewAGL reserves the right, at its absolute discretion, to cancel this Agreement if you fail to pay a Service invoice rendered in accordance with the Contract relevant to that Service. You will be liable to pay the Early Cancellation Fee.*
- *If this Agreement is cancelled for any reason (including expiry) but you continue to receive the Services from ActewAGL, the supply of the Services will be subject to the terms of the Contract for Customers in NSW or the Standard Customer Contract for Customers in the ACT, and at the Energy Charge Rates applicable to the relevant contract at that time. You will not receive the benefits of the Energy Reward.*

Other information

- *All fees and charges listed in this Agreement (including the Energy Reward) are GST inclusive unless otherwise stated.*
- *We may have used the services of a marketer to arrange or facilitate your entry into this Contract. The marketer may be paid a fee/commission for these services.*
- *The Energy Marketing Code of Conduct ("Code") protects small retail customers. The Code is binding on us and any marketers we may use. Copies of the Code are available on request.*
- *"Account Holder" means the person(s) in whose name(s) the electricity and/or natural gas accounts above are held, and who signs an ActewAGL Service Application Form, or enter into this Agreement by electronic means, such as a voice recording or online form.*
- *"NSW" means the New South Wales Capital Region limited to the following local government areas of Bega Valley, Bombala, Boorowa, Cooma-Monaro, Eurobodalla, Greater Argyle, Harden, Palerang, Queanbeyan, Shoalhaven, Snowy River, Tumut, Upper Lachlan, Yass Valley and Young.*
- *"Current Term" means the Initial Term, or if the Contract has been renewed, the term of the Agreement currently in force.*
- *"Standard Customer Contract" has the meaning given by the* Utilities Act 2000, *and for the purposes of this Agreement, has the same meaning as a "Standard Form Customer Supply Contract" under the* Electricity Supply Act 1995 (NSW) *and* Gas Supply Act 1996 (NSW). *You have the right to enter a Standard Customer Contract with the relevant Supplier in your area.*

Disclosure notice *(for Small Retail Customers in NSW)*

- *Your energy supplier under this Agreement is ActewAGL Retail ABN 46 221 314 841 of 40 Bunda Street Canberra ACT 2600. We can be contacted on 13 12 93 or write to: ActewAGL Retail, GPO Box 366 Canberra ACT 2601.*
- *Unless you request otherwise, we will arrange connection services on your behalf.*
- *The premises to be supplied with electricity and/or natural gas under this Agreement are identified in your pending and confirmation documents.*
- *Your Contract for the Services commences on the date you sign the contract, a voice recording is made, or an online form is completed in respect of your application, and will be for a term of 24 months.*
- *Your Energy Charge Rates are inclusive of market charges, connection and distribution charges, network charges, metering charges and energy loss charges. Your Energy Charge Rates do not include any charges for a Green Energy Product (unless noted), government taxes, fees, levies or charges or miscellaneous charges. For further information on these charges, please refer to your Contract or your local Distributor. Your Energy Charge Rates may be varied in accordance with the terms of your Contract.*
- *You have the right to enter a standard form customer contract with the standard retail supplier for your area as opposed to a negotiated contract with ActewAGL Retail. The NSW Independent Pricing and Regulatory Tribunal (IPART) runs a free electricity and natural gas on-line price comparison website where you can compare offers from electricity and natural gas retailers in NSW. This service can be accessed at www.myenergyoffers.nsw.gov.au, or by calling 1300 136 888.*
- *You have the right to terminate the Agreement, either orally or in writing, within 10 business days after the Agreement is entered into, or the date you receive a copy of the Agreement whichever is later ("Cooling-Off Period"). If you exercise your right to terminate the Agreement within the Cooling-Off Period we will provide you with a record of that termination. Other than charges for electricity and/or natural gas supplied, or services provided under the Agreement, we are not entitled to the payment of any costs, compensation or other amounts as a result of you terminating the Agreement within the Cooling-Off Period.*
- *We do not require a security deposit, refundable advance or bank guarantee ("Security") upon your entry into the Agreement. However a Security may be required where you do not maintain a satisfactory payment record (including non-payment). We may also require a Security where you are an existing customer and do not have a satisfactory payment history. The amount of a Security will be 1.5 to 2.5 times the average bill for customers similar to you. We will only use a Security to recover amounts owing under the Agreement.*
- *If you terminate your Agreement after the Cooling-Off Period, and prior to the expiry of the term, an early cancellation fee of $50 per Service will apply. The Early Cancellation Fee is charged per Service and will appear on the next invoice for that Service after cancellation.*
- *If you have a dispute with us we will try to resolve it with you. If we cannot resolve that dispute informally with you, you may ask us to formally review the issue which has caused the dispute. You must state fully basis of your complaint against us no later than 28 days after the dispute has arisen. We will then formally review your complaint and advise you of our decision within 28 days of you giving notice to us. You are also entitled to refer your complaint to the Energy and Water Ombudsman of NSW (EWON). You must continue to perform your obligations under the Agreement despite the dispute.*

Contact details

For enquiries specific to your Agreement, call – ActewAGL Retail 13 12 93, or write to: ActewAGL Retail GPO Box 366 Canberra ACT 2601

For faults and emergencies (24 hours), please contact your local Distributor:

ACT electricity – 13 10 93	***NSW electricity (Essential Energy) – 13 20 80***
ACT/NSW natural gas – 13 19 09	***NSW electricity (Endeavour Energy) – 13 10 03***

ActewAGL Retail ABN 46 221 314 841 a partnership of ACTEW Retail Ltd ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586.