



Power Club Limited

ABN 71 603 346 836

POWERCLUB

Customer Charter

Victoria ONLY

powerclub



1. Our Commitment to YOU

The terms and conditions agreed between you and Powerclub Limited (ABN 71 603 346 836) (hereafter Powerclub, we, us, our) form an agreement for the sale and purchase of electricity. But our commitment to you is not only about the sale and purchase of electricity; it is also about you being a member of Powerclub. The benefits of membership to Powerclub are set out on our website www.powerclub.com.au.

This Customer Charter ("Charter") outlines what you, as residential and small business customers, need to know about your rights, entitlements, and obligations under your electricity Contract with Powerclub. The Charter sets out our services and responsibilities as your energy retailer and your rights and obligations as our residential and small business customers. Your Contract with us may be a *market retail contract* whereby you accept an offer from us or a *standard retail contract* (also known in Victoria as a standing offer contract).

This Charter is subject to change without prior notice and will always be available on our website www.powerclub.com.au. If there is any part of this Charter or any other material we have provided to you, that you don't understand, please contact us on 1300 294 459 and our Customer Service Team will assist you. Terms that appear in bold are defined at the end of this Customer Charter.

2. What's the difference between an Energy Retailer and a Local Distributor?

A retailer buys electricity from the wholesale market to supply energy at your premises. As a customer, you can choose who your retailer is. While we bill you for your electricity usage and remain your main point of contact for any of your electricity purchasing needs, your local distributor owns and maintains the poles and wires that supply energy to your Supply Address. They are responsible for the maintenance of the infrastructure and physical supply of electricity. You cannot choose who your distributor is.

Some issues that relate to your electricity supply may be the responsibility of your local distributor to remedy. You should note that we have no control over the quality of electricity supplied to your Supply Address. These issues may include faults, emergencies, fluctuations, and spikes, which may or may not be within your local distributor's control.

The name and contact details of your local distributor are below and can also be located on your bill.

Citipower	13 12 80
Powercor	13 24 12
AusNet	13 17 99
Jemena	13 16 26
United Energy	13 20 99

We will communicate any request, complaint, notice, or other *connection* enquiries to your local distributor within the time frames specified by the Relevant Rules. While you have a choice of energy retailer, your local distributor will always remain the same. Your local distributor's name and contact details are listed on our website www.powerclub.com.au and on your bill.



3. What makes up YOUR Agreement with Power Club for the Sale of Energy?

At Powerclub, we offer a Standard and Market Contract to our residential and small business customers. Your Contract with Powerclub will be one of these contracts. A brief description of these contracts is provided below:

- **Standard Retail Contract** - A Standard Retail Contract is an open contract. The rates you will be charged will be based on the standard *tariffs* available at your premises at the time. The standard terms and conditions are available to view on our website www.powerclub.com.au. Or we can send you a copy upon request.

Our Standard Retail Contract (also known as a *standing offer contract* in Victoria) will generally only apply to you if you haven't accepted a market offer from us. This may occur where you have moved into a premise that is already supplied by us, or your market contract came to an end and you did not enter into another market contract with us (or another retailer).

You will be deemed to be taking energy under a default contract on the terms of our applicable standing offer if you take energy at a supply address for which we are the responsible energy retailer without having entered into a different agreement with another retailer or us.

In Victoria, you can also request to go onto our *standing offer contract* at any time.

- **Market Retail Contract** - A Market Retail Contract is a fixed-term contract where you have accepted to enter into the contract and have provided Powerclub with explicit informed consent to the terms and conditions attaching to this contract.

You can find the full details of your terms, conditions, rates. Charges and period in the Offer Summary provided to you at (or around) the time your Market Contract was accepted.

If you have a Market Retail Contract with us, you have given us your consent to supply electricity to your Supply Address. Your Market Retail Contract commences with us on the date that you accept our offer and is subject to any cooling off rights that you may have.

In addition to the Contract, we will also provide you with an Energy Price Fact Sheet that summarises the key prices and other costs associated.

4. Can this Agreement be Varied?

Your Agreement with us may only be varied per the Relevant Rules, and by agreement between us. If there is a requirement to vary the terms and conditions of our Standard Retail Contract, these will be made in line with any Energy Laws. We will provide you with reasonable notice of our intention to vary the Agreement and in Victoria, we will notify you no later than your next bill.

If Powerclub is varying the terms and conditions of our Market Retail Contract, we will provide you with written notice at least 20 business days before any changes take effect.

5. What sort of information do you need to give to Power Club?

If you request that we provide electricity to your Supply Address, we will need to obtain certain information from you. The information we will require will include acceptable identification and contact details. We may also require information regarding your credit background.



6. Why do you need to access my premises?

Energy workers require safe and unhindered access to the connecting point and *meter(s)* at your Supply Address to undertake repair work, connect or disconnect the supply, and to record *meter* usage.

Safe and easy access to your *meter* will also assist us in providing you with accurate bills based on actual meter readings.

Please contact us on 1300 294 459 to discuss any *meter* access issues.

7. What Price applied to YOU?

If you enter into a *retail market contract* with us, the charges you are required to pay will be set out in your Contract. Our Energy Price Fact Sheet outlines the *tariffs*, fees and charges that apply under our Agreement. We may also pass through to you from time to time any network or Government charges that we are permitted to do so under the Relevant Rules.

If you are on our Standard Retail Contract (or *standing offer contract* in Victoria), in addition to the Energy Price Fact Sheet, you can find the relevant fees and charges on our website, www.powerclub.com.au. These prices may be varied from time to time as permitted under the regulatory requirements in your state.

8. How do I Pay?

We offer a range of payment methods for your convenience, which listed on your bill. Unless otherwise agreed, you can pay by:

- Credit Card
- Direct Debit
- BPAY
- By mail (cheque or money order only)
- Visiting an Australia Post outlet
- Post Bill Pay

We will also accept payment in advance.

If you wish to arrange a Direct debit, please contact us on info@powerclub.com.au or visit our website www.powerclub.com.au.

If you choose to pay by Credit Card, you agree that we *may* pass on to you any merchant service fees that we incur as a result of processing your credit card payment.

If you are finding it difficult to make payments on time, please contact Powerclub so that we may assist you.



9. Do you have to provide a Security Deposit?

You may be required to provide a security deposit (or refundable advance), depending on your creditworthiness and whether we are permitted under the Relevant Rules to request one. If we do require a security deposit, we will act per the Relevant Rules including how we use or refund the security deposit.

In the process of assessing your creditworthiness, Powerclub may utilise a credit reporting agency to perform a credit check on you. These checks will be conducted in adherence to the Relevant Rules. For more details on this, please refer to our Credit Reporting Policy available on our website.

10. When could you be placed on a Shortened Bill Collection Cycle?

If we send you *reminder notices* for three consecutive bills or two consecutive *disconnection warning notices*, we may place you on a *shortened collection cycle*.

If this occurs, we would no longer send you *reminder notices* until you pay three consecutive bills by the due date.

In any event, we will notify you in writing that you will be placed on a *shortened collection cycle*.

11. How is your bill calculated?

We will bill you at the frequency stated in our Contract. If you are on our Standing Offer or Standard Retail Contract, then at the very least, bills will be issued to you quarterly.

If any of the rates or charges vary during a billing period and metering data for a Supply Address is not available on the day of the price change, we will calculate your consumption before and after the variation on a proportionate basis. Your bill will include information required by the Relevant Rules and regulations such as:

- a) Your name and account number
- b) The Address of the customer's premises and the mailing address
- c) The unique national *meter* identifier (NMI) assigned to your Supply Address
- d) The period covered by the bill
- e) The pay-by-date for the bill and the bill issue date
- f) The total amount payable by the customer, including any arrears or credits
- g) The relevant *tariffs* and *charges*
- h) The basis on which *tariffs* and *charges* are calculated
- i) Whether the bill was issued as a result of a meter reading or:
 - o In the case of a *meter* other than a *smart meter* or *interval meter*, an estimation; or
 - o In the case of a *smart meter* or *interval meter*, an accumulated total of at least 48 hours of trading intervals are not billed based on actual *interval metering data*
- j) Particulars of the average daily consumption during the billing period, including the average daily cost for each *smart meter* component of the billing period



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- k) If the same retailer issued a bill for the corresponding billing period during the previous year, particulars of the average daily consumption during the previous billing period
- l) The estimated date of the next scheduled *meter* reading
- m) Details of consumption or estimated consumption of energy
- n) In the case of customers with a smart meter and to the extent the data is available, consumption for each monthly period over the past 12 months to be presented in graph format
- o) Bill benchmarking information to the extent required by section 40R if the *Electricity Industry Act*
- p) Any amount deducted, credited or received under a government-funded *energy* charge rebate, concession or relief scheme under a payment plan
- q) If the customer has provided a *security deposit*, the amount of that deposit
- r) Bill Payment Methods
- s) Reference to the availability of government-funded *energy* charge rebate, concession or relief schemes
- t) Contact details for account, billing and payment enquiries at the cost of a local call
- u) A telephone number for complaints at the cost of a local call
- v) A separate 24-hour telephone number for faults enquiries and emergencies reporting at the cost of a local call
- w) Contact details of the interpreter services in community languages
- x) If the customer's bill is derived from interval data from a smart meter:
 - o The index read at the end of the billing period; and
 - o The index read at the start of the billing period; and
 - o The actual tariffs; and
 - o The total amount of electricity (in kWh) consumed in each period or class of period in respect of which a relevant tariff applies to a customer
- y) Information on consumption and greenhouse gas emissions

Upon request, Powerclub will provide you with information on your billing history if the period is within the last two years, free of charge. We may charge you if we have previously provided you with this information in the last 12 months or if your request is for a period exceeding the last two years.

Managing Your Energy Usage – although it is your responsibility to manage your energy usage, Powerclub may be able to offer you suggestions to better manage your energy usage. Please contact us on info@powerclub.com.au or visit our website www.powerclub.com.au.



12. Can you request that your bill is reviewed?

Please contact us if you wish to discuss your bill or request a review. We will inform you of the outcome of your review as soon as possible.

During any review, you are obliged to pay either the amount of your bill that you don't dispute or an amount equal to the average monthly bill for the past twelve months, as well as any additional undisputed future bills that are due.

If the review demonstrates that the bill is correct, you must pay the unpaid amount.

If you request for us to arrange for a *meter* check to verify the *meter* reading or *metering* data as part of reviewing your bill, you may be liable for the cost of the *meter* check if the meter check indicates that the *meter* is compliant with the Relevant Rules. If the *meter* is found to be non-compliant, we will not charge you with any costs of the meter check.

13. What if you have been Overcharged?

When we become aware that we have overcharged you by:

- \$50 or less, we will credit the amount overcharged on your next bill
- More than \$50, we will, within ten business days after becoming aware that we have overcharged you, either credit the amount overcharged on your next bill or pay the amount overcharged to you per your reasonable instructions.

14. What if you have been Undercharged?

If we undercharge you, we will recalculate and invoice you for the difference. If you were undercharged because of an act or omission by us, we could only recover the amount undercharged for the last nine months, unless the undercharging was the result of an act or omission on your part. We will provide you with additional time to pay the undercharged amount per the Relevant Rules.

15. What happened if you pay your bill late?

If you haven't paid your bill by the due date, we may send you a reminder notice or overdue notice that the bill has passed the due date. We may charge you a late payment fee where the Relevant Rules permit us to do so. We will not charge you a late payment fee in Victoria.

If we are concerned that you are experiencing difficulties paying your bills on time, we will contact you directly to discuss potential solutions per our Customer Hardship Policy. If you are having any difficulties in paying your bill, please contact us on 1300 294 459 as soon as possible so we can discuss alternative arrangements, which may include installment plans.

Further information can be found in our Customer Hardship Policy, which you can find on our website www.powerclub.com.au.

16. What if you can't make a payment?

If you are having difficulties paying your bill, please contact us on 1300 294 459 as soon as possible.



If you are in *financial hardship*, please contact us. We can assist you by offering our Hardship Program. For a copy of our Hardship Policy, please go to http://powerclub.com.au/hardship_policy

We may also be eligible for any of the following information:

- Government concessions, grants, and rebates
- Energy efficiency
- The availability of financial counsellors
- Other assistance.

The Victorian Government offers a variety of concessions to assist an eligible customer with payment of their electricity bills. Holders of a Pension Concession Card, Health Care Card or DVA Gold Card may be eligible for such concessions.

17. When would Power Club disconnect my electricity?

The Relevant Rules allow us to disconnect your energy supply in certain circumstances, for example:

- a) If you don't provide us with *acceptable information*.
- b) If you don't pay your bill by the due date and you haven't made alternative arrangements with us.
- c) If you deny access to your *meter* for at least three consecutive *billing cycles*.

We will provide you with a *reminder notice* if you don't pay your bill by the due date. We will provide you with a *disconnection warning notice* before taking steps to *disconnect* your energy supply.

Our preference is that you contact us to resolve any issues you may have rather than us proceeding to *disconnect* your energy supply. Your energy supply may be disconnected without warning if you have tampered with the *meter*, or you are using electricity in a manner that isn't permitted under the Relevant Rules. In some cases, such as extreme weather events or for network reasons, your local distributor may also disconnect your power supply.

We will not *disconnect* your energy supply in the following circumstances:

- a) Where you have advised us that a person residing at the Supply Address is dependent on certain *life support equipment* and a registered medical practitioner has confirmed this;
- b) Where you have made an application for payment under an installment plan or certain types of Government assistance, grants or concessions and a decision on your application has not yet been made;
- c) Where you are on our Hardship Program;
- d) Where you have made a complaint to us, under our Complaint Handling and Dispute Resolution Policy and we are yet to resolve the matter;
- e) Where you have an outstanding complaint with the Ombudsman (or other external dispute resolution body) directly related to the non-payment of a bill or *disconnection* and the matter has not yet been determined;
- f) For non-payment of a bill where the total amount of the *customer's arrears* is less than \$300 (inclusive of GST);



- g) Where the only amount outstanding does not relate to the sale and supply of electricity;
- h) Before 8 am or after 3 pm on a business day (or after 2 pm for residential customers in Victoria).
- i) On a Friday, a weekend, a public holiday or the day before a public holiday;
- j) On the days between 20 December and 31 December (both inclusive) or during any *protected period* as defined by the Relevant Rules.

18. If you are Disconnected, when will your energy supply be Reconnected?

You have the right to be reconnected after *disconnection* for non-payment if you remedy the failure within ten business days of *disconnection*. Upon your request and payment of any applicable reconnection charge, we will arrange for your electricity supply to be reconnected, per the Relevant Rules.

If you fail to remedy the failure within ten business days, we will consider any further request for reconnection as a new *connection* and you agree that reconnection may not occur under the same contract terms.

19. What happens if you Move Out?

If you are moving out of your Supply Address, contact us **at least three business days** before you move so we can arrange for a final read. You will still need to ensure access to the meter for the final read and provide us with a forwarding address for your final bill.

If you don't give us **three business days** prior notice (or such shorter period as permitted by the relevant rules) you may be responsible for the supply and sale of electricity to that Supply Address until the earlier of:

- a) The end of **three business days** after we become aware of your request to haven't the electricity supply disconnected
- b) When a new customer has opened an account at the premises (with another energy retailer or us);
- c) When the electricity supply is disconnected; and
- d) If you are a Victorian customer and are evicted from the **Supply Address** – as soon as you give us notice

20. What happens if you are Moving In?

If you are moving into a new Supply Address, call us on a business day so we can arrange an initial read and reconnection of the energy supply. Please note that *connections* are not undertaken on a weekend or a public holiday.

If your new Supply Address is not already connected to the distribution network, we will work with your local distributor to confirm the availability of supply and to organise a connection. Please note that new *connections* can take some time, so we would ask that you contact us as soon as possible.

21. What if you want to cancel your Agreement?

If you would like to terminate your Agreement, we ask that you contact us as soon as possible.



You should check your Contract to see if a contract exit fee applies. The amount and the application of any fee will be outlined in your contract. In some cases, where you are on our *standard retail contract* or our *standing offer contract*, you will be able to cancel your agreement immediately and without prior notice. You are obliged to pay us all outstanding amounts.

22. What happens when a set term agreement ends or is about to end?

If you have a set term Contract with us, Powerclub will contact you before that Contract expires to discuss your options. We will advise you of:

- a) The set term is due to expire and when the expiry will occur.
- b) The *tariff*, charges, and terms and conditions that will apply to you after the expiry date if you do not exercise another option.
- c) Other options you have available to you regarding the continued supply of energy to your premises.

23. Can Power Club end your Agreement?

Our right to terminate our Agreement with you is outlined in the Relevant Rules. In general, we can't end our Agreement with you unless:

- a) Your Supply Address has been disconnected per the Relevant Rules and you are no longer entitled to reconnection under the same terms and conditions as your previous contract;
- b) You have entered into a new agreement with us; or
- c) You have transferred to another retailer.

Where a *retailer of last resort* event occurs with us, this Agreement will automatically terminate, and you will not be liable for an early termination fee.

24. Do you a Cooling Off Period?

Your Agreement may be subject to a 10-business day cooling-off period, and your Contract will outline how you can exercise your rights to cool off.

To cancel your agreement during the cooling-off period, you must give us notice setting out your clear intention to do so either in person, by telephone, by post, by fax or by email for the jurisdiction that your **Supply Address** is located.

25. Can this contract be transferred?

About *market retail contracts*, you cannot assign, transfer or novate the Contract without our consent. *Standard retail contracts* (or standing offer contracts in Victoria) may only be assigned, transferred or novated per the Relevant Rules.

26. Life Support

Where you have advised Powerclub that a person residing at your Supply Address *requires life support equipment*, or otherwise has a medical condition that requires continued electricity supply, we will:

- Register your premise as having life support equipment.



- Advise and provide any relevant information to the applicable distributor that a person residing at your premise requires life support equipment.
- Arrange to ensure your Supply Address will not be *disconnected* while the person continues to reside at the premises and requires *life support equipment*.
- Provide you with an emergency telephone number for the applicable distributor.

Where you have provided us with written confirmation from a registered medical practitioner or a hospital that a person residing at your Supply Address *requires life support equipment*, or otherwise has a medical condition that requires continued electricity supply, we will ensure you continue to receive uninterrupted supply to your Supply Address.

If you or the customer using *life support equipment* vacates or no longer requires the *life support equipment*, you must notify Powerclub so that we can update our records and inform the distributor.

27. Sensitive Load

Occasionally and for reasons beyond our control, there will be *interruptions* to the energy supply at your **Supply Address**. If you have a sensitive load or any concerns regarding the supply of energy to your Supply Address, please contact our Customer Service Team on info@powerclub.com.au.

28. What if you have a Complaint?

We encourage customers to resolve complaints directly with our Customer Service Team on 1300 294 459

Customers can also report problems, complaints, and feedback related to Powerclub through by any of the following:

website www.powerclub.com.au

email info@powerclub.com.au or

mail The Hub, Level 2, 696 Bourke Street, Melbourne VIC 3000

Independent dispute resolution for our electricity customers is also available through the relevant energy ombudsmen in each state. For contact details and further information, please refer to our Complaints and Dispute Resolution Policy.

29. Is YOUR Privacy protected?

We respect your privacy and will handle your personal and confidential information per the Privacy Act 1988 (Cth) and with our Privacy Policy which is available on our website www.powerclub.com.au. We collect your personal information and confidential information (including your meter data) where the Relevant Rules require us to do so, to ensure that we can provide your electricity. We may also be required to collect sensitive information about you if for example, your premises need to be registered as a sensitive load or life support site.

You give your consent to our exchanging your information with our agents and contractors (such as mail houses, data processing analysts, and debt collection agencies) and where relevant your local distributor and other energy retailers. You agree that we may also disclose your personal information to a credit reporting agency to obtain a credit report about you or allow the credit reporting agency to create or maintain a credit information file containing information about you, or both.



We will not use information that you have provided to us in a manner inconsistent with the Privacy Act, the Australian Privacy Principles, or any other Relevant Rules or guidelines.

Powerclub will comply with all relevant privacy legislation and principles as outlined in our Privacy Policy. You can find this information on our website www.powerclub.com.au.

30. Product and Service Offers

We aim to offer you an innovative wide range of products and services while this Contract applies and after the contract expires. Powerclub maintains a No Contact List with the marketing, advertising and promotion of our retail energy offers. Customers on the list will not be contacted for marketing purposes.

If at any time you do not wish us to use your information to contact you for this purpose, please write to us at Powerclub or email us at www.powerclub.com.au to opt-out of receiving these offers.

31. Provision of Information

We will, on request, provide you with:

- A copy of the Contract and/or any document incorporated in it.
- A copy of some of the relevant rules.
- Reasonable information on the *tariffs* available to you.
- Energy efficiency advice.
- Information on network charges, retail charges and any other charges relating to the sale or supply of electricity comprised in the amount payable under your bill.
- Your historical invoicing data per the Relevant Rules.
- Information regarding concessions, rebates, or grants that may be available to a Residential customer.
- Information about *meter* readings or registrations if required under the Relevant Rules. Generally, we will provide this information free of charge. In some circumstances, and where permitted by the Relevant Rules, we may charge you for providing this information.
- All correspondence preference is via email. We may still contact you via post or phone sometimes. We' will use your connection address for contacts via email unless you tell us otherwise.



32. How to CONTACT US

If at any stage you wish to contact Powerclub, you can do so by any of the following methods

32.1. Contact Details

Phone – 1300 294 459

Customer Service Hours will be from 9.00 am – 5.00 pm Mon to Fri (AEST)

Write: The Hub

Level 2, 696 Bourke St,

Melbourne VIC 3000

Email: info@powerclub.com.au

32.2. Translating or Interpreter Services

If English is not your primary language and you require the translating or interpreter services, Powerclub provides these contact details on each of our bills, as well as our website www.powerclub.com.au.

32.3. Faults and Emergencies

If you think there is a fault or emergency, there is a 24hour contact number for all distributors. If the emergency or fault relates to equipment, infrastructure, or supply of your electricity, you should contact them directly.

If you are unsure who your distributor is, you may find this information on your Powerclub bill or email us on info@powerclub.com.au, and we can assist with transferring you to the correct distributor.

33. How frequent will this Policy be Reviewed?

The Customer Charter will be formally reviewed on an annual basis. This review will aim to assess the success of the current program and to determine potential improvements for the benefit of the customer, as well as incorporating any change to statutory, market, or customer circumstances.

34. DEFINITIONS

Capitalised terms have been developed as defined terms for this policy, Powerclub Procedures and Business Rules.

Acceptable information means for a business customer, acceptable company information including the Australian Company Number (ACN) or the Australian Business Number (ABN). For residential customers, it includes a driver's licence issued by a State or Territory or another form of photographic identification, a Pensioner Concession Card or other entitlement card or a birth certificate.

Agreement the agreement for the supply of electricity, at the Supply Address, between the customer and Powerclub

Billing Cycle means the regular recurrent period in which a consumer receives a bill from a retailer.



Business Day means a day that is not:

- a) a Saturday or Sunday
- b) observed as a public holiday on the same day in each of the participating jurisdictions (except the Commonwealth)

Bill Issue date means the date, included in a bill under rule 25 (1) (e), on which the retailer sends the bill to a residential or small business customer.

Complaints and Dispute Resolution Policy – This means the current Board-approved version of this policy.

Connection means a physical link between a distribution system and a customer's premises to allow the flow of energy;

Contract means a standard retail contract or a market retail contract

Credit Function the Roles within Powerclub and associated service providers, which together manage the authorities and responsibilities outlined in this Credit, Receivables and Write off Policy and associated procedures.

Credit Information means personal information (other than sensitive information) about you that is:

- identification information
- consumer credit liability information
- repayment history information
- a statement that an information request has been made to you by a credit provider, mortgage insurer or trade insurer
- the types and amount of consumer credit that has been sought by you
- default information
- payment information
- new arrangement information
- court proceeding information to outstanding amounts
- personal insolvency information
- publicly available information
- the opinion of a credit provider that you have committed a serious credit infringement to consumer credit provided by the provider to you

Credit Reporting Bodies means;

- a) an organisation
- b) an agency prescribed by the regulations that carry on a credit reporting business.

Credit Worthiness of an individual means the individuals:

- a) eligibility to be provided with consumer credit
- b) history to consumer credit
- c) capacity to repay an amount of credit that relates to consumer credit



Customer Charter means the current Board-approved version of this Customer Charter document.

Customer Service Team means the staff with a nominated Role to provide service to Powerclub members and customers

Customer Hardship Policy Powerclub Limited's current approved Customer Hardship Policy.

Customer Hardship Program Powerclub Limited's current Customer Hardship Program.

De-energisation or Disconnection of premises means an action to prevent the flow of energy to the premises, but does not include an interruption;

Disconnection Warning Notice A disconnection warning notice is a notice issued by a retailer to warn a customer that the customer's premises will or maybe de-energised. The purpose of a disconnection warning notice is to give the customer clear and unambiguous advice about what the customer needs to do to avoid being disconnected from their energy supply.

A disconnection warning notice must:

- (a) state the date of its issue; and
- (b) state the matter giving rise to the potential de-energisation of the customer's premises; and
 - (ba) if the customer is a residential customer who is entitled to receive assistance under Part 3:
 - (i) explain in plain language of the notice and of why it is being issued; and
 - (ii) give the customer clear and unambiguous advice about what the customer needs to do to avoid being disconnected from their energy supply, including any entitlement that they may have to further assistance under Part 3; and
 - (iii) if the customer is or may be eligible for other assistance provided by government or community service providers, give the customer clear information about how to access that assistance; and
- (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the disconnection warning period ends; and
 - (ii) state that payment of the bill must be made during the disconnection warning period; and
- (d) for matters other than not paying a bill—allow a period of not fewer than five business days after the date of issue for the customer to rectify the matter before de-energisation will or may occur; and
- (e) inform the customer of applicable re-energisation procedures and (if applicable) that a charge will be imposed for re-energisation; and
- (f) include details of the existence and operation of the energy ombudsman, including contact details; and
- (g) include details of the telephone number of the retailer for payment assistance enquiries; and
- (h) for a customer with a smart meter, state that de-energisation could occur remotely.

Disconnection Warning Period means the period that starts on the date of issue of a disconnection warning notice under rule 110, which must be no earlier than the next business day after the end of the reminder notice period, and ends no earlier than six business days from the date of issue of the disconnection warning notice;



Energisation Contract means an electricity contract under which, or in connection with, the consumer's Supply Address must be connected and all that is required to affect the connection is the insertion of a fuse or the operation of switching equipment which results in there being a non-zero voltage beyond the point of supply.

Energy Price Fact Sheet has the meaning given to it in the Relevant Rules. In Victoria, the term is interchangeable with Price and Product Information Sheet (PPIs)

Explicit Informed Consent, The nature of explicit informed consent, is:

1. Explicit informed consent to a transaction is the consent given by a small customer to a retailer where:
 - a) the retailer, or a person acting on behalf of the retailer, has clearly, fully and adequately disclosed in plain English all matters relevant to the consent of the customer, including each specific purpose or use of the consent
 - b) the customer gives the consent to the transaction per subsection (2)
 - c) the person is competent to do so; and
 - d) any requirements prescribed by the Code for this subsection have been complied with.
2. Explicit informed consent requires the consent to be given by the small customer:
 - a) in writing signed by the customer
 - b) verbally, so long as the verbal consent is evidenced in such a way that it can be verified and made the subject of a record under clause 3D of the Energy Retail Code for customers in Victoria
 - c) by electronic communication generated by the customer

Hardship Customer means a residential customer of a retailer and is identified as a customer experiencing financial payment difficulties due to hardship per the retailer's policy;

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

Life Support Equipment means any of the following:

- a) an oxygen concentrator
- b) an intermittent peritoneal dialysis machine
- c) a kidney dialysis machine
- d) a chronic positive airways pressure respirator
- e) Crigler Najjar syndrome phototherapy equipment
- f) a ventilator for life support
- g) in relation to a customer, any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support

Life Support Policy means the current Board-approved version of this policy

Life Support Program means the policies procedures and actions approved for managing Powerclub Registered customers with life support equipment.



Life Support Register means the register of customers, maintained by Powerclub, representing all customers who:

1. have indicated that they need life support equipment at their connection at the time they filled out the membership form
2. have been subsequently identified by a Relevant Distributor as requiring life support equipment at their connection
3. have submitted an appropriate Medical Confirmation Form confirming the requirement for life support equipment at their connection.

Market Retail Contract means the terms and conditions as agreed between the retailer and the small customer, except as provided by the National Energy Retail Rules.

Meter in respect of a consumer means: the device which measures and records the consumption of electrical energy consumed at the consumer's Supply Address

No Contact List Powerclub will keep records of members and customers who have requested that they not be contacted for marketing purposes at all or in a specified medium (i.e., in person, by email, by telephone or by post).

Privacy Policy means the current Board-approved version of this policy.

A Reminder Notice is a notice issued no later than 21 business days after the pay-by date for a bill to remind the customer that payment is required. Particulars to be included in reminder notices include:

- a) state the date of its issue
- b) state the date on which the reminder notice period ends
- c) state that payment of the bill must be made during the reminder notice period
- d) include details of the retailer's telephone number for complaints and disputes

Reminder Notice Period means the period that starts on the date of issue of a reminder notice under rule 109, which must be no earlier than the next business day after the pay-by date and ends no earlier than six business days from the date of issue of the reminder notice.

Relevant Rules means:

- for customers in Victoria, the Electricity Industry Act 2000, the Energy Retail Code issued by the Essential Services Commission
- For customers in Queensland, New South Wales, the Australian Capital Territory, Tasmania, and South Australia, the National Energy Customer Framework comprising the National Energy Retail Law, the National Energy Retail Rules and National Energy Retail Regulations

Residential and Small Business Customer has the meaning given in to a small customer in sections 2 and 5(2) and (4) of the National Energy Retail Law, the Electricity Industry Act 2000 (VIC).

Retailer of Last Resort event has the meaning given to it in the Relevant Rules.

Small Customer has the meaning given in sections 2 and 5(2) of the National Energy Retail Law, the Electricity Industry Act 2000 (VIC), and includes residential and small business customers.



Power Club Limited

ABN 71 603 346 836

Security Deposit means an amount of money paid or payable, per the Rules, to a retailer as security against non-payment of a bill.

Standing Retail Contract means a standard retail contract under the Victorian Energy Retail Code.

Standard Retail Contract means the model terms and conditions for a standard retail contract are set out in Schedule 1 of the National Energy Retail Rules.

Tariff means a price for the supply or sale of energy.