



mojo

NEGOTIATED ELECTRICITY CONTRACT SMALL SUPPLY

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Table of Contents

PART 1: OUR AGREEMENT WITH YOU	3		10
1 Documents referred to in this agreement	3	PART 4: YOUR RIGHTS AND OBLIGATIONS	11
2 Application of this agreement	3	31 Full information	11
3 What does this agreement cover?	3	32 Changes to your information	11
4 What this agreement does not cover	3	33 Obligations if you are not an owner	11
5 When does this agreement start and finish?	3	34 Illegal electricity use	11
6 Prior representations	4	35 Liability and warranties	12
7 Cooling off	4	36 Variation of this agreement	12
8 Account Creation	4	37 Governing law	13
9 Special Needs	4	38 Can this agreement be transferred?	13
PART 2: ACCESS TO YOUR PREMISES	5	39 Confidentiality and privacy	13
10 Access to your supply address	5	PART 5: SUPPLY AND DISCONNECTION	13
11 Responsibility for service equipment	5	40 When can we disconnect you	13
PART 3: CHARGES AND Invoicing	5	41 Notifying you of disconnection	14
12 Our charges	5	42 Circumstances where we must not disconnect you	14
13 How we will invoice you	5	43 Requested disconnection	15
14 How we will calculate your invoice	6	44 Reconnection after disconnection	15
15 Variation during an invoicing period	6	45 Force majeure and continuity of supply	15
16 Historical invoicing information	6	46 Last resort supply agreements	15
17 Meter reading	6	47 Final meter read	15
18 Estimated invoices	6	48 Moving from your supply address	15
19 What you must pay	7	PART 6: Compliments, Enquiries, Complaints and Dispute Resolution	16
20 Issue of reminder notices	7	49 Enquiries or complaints	16
21 Paying your invoice	7	50 Notices under the agreement	16
22 Late or dishonoured payment	8	PART 7: ENDING THIS AGREEMENT	16
23 Difficulties in paying	8	51 Ending the agreement	16
24 Shortened collection cycle	8	PART 8: UNDERSTANDING THIS AGREEMENT	17
25 Review of your invoice	8	52 Definitions of certain words in this agreement	17
26 Meter reading, metering data and meter test after your invoice review	9	53 Interpretation	20
27 What happens if we have overcharged you	9		
28 What happens if we have undercharged you	10		
29 GST	10		

This **agreement** is between **Mojo Power Pty Limited** (ABN 61 604 646 479) (also referred to in this **agreement** as “**we**”, “**our**” or “**us**”) and the **customer** (also referred to in this **agreement** as “**you**” or “**your**”).

If you have arranged for us to supply and install a solar photovoltaic system at your **supply address**, a separate contract (in addition to this **agreement**) relating to that installation will be provided to you by us.

In addition to this **agreement**, the **energy laws** and other consumer **laws** also contain rules about the sale of energy and we will comply with these rules in our dealings with you. The **energy laws** set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

PART 1: OUR AGREEMENT WITH YOU

1 Documents referred to in this agreement

You may receive a copy of this **agreement** or any of the documents referred to or incorporated into in this **agreement** by contacting us as at the address and details provided in Part 6.

The **agreement** incorporates the **disclosure notice**, **offer**, **price list** and **energy laws** and these documents form part of this **agreement**.

Any document that forms part of this **agreement** “as in force from time to time” such as the **energy laws** may be changed, and any such change will have the effect of changing this **agreement**. We will not give you notice of the amendment of these **energy laws** but we will give you notice of the amendment of the **price list**.

2 Application of this agreement

You have been provided this **agreement** because you are a **small retail customer**.

3 What does this agreement cover?

This **agreement** covers the sale of **electricity** and other goods and services to you as a **small retail customer** at your **supply address**.

We arrange for the supply of **electricity** to you at your **supply address** and in return you pay us the amount invoiced by us for the **electricity** and other goods and services supplied under this **agreement** and perform your other obligations under this **agreement**.

We will supply **electricity** to you from a day we choose, being a day that is at least 10 **business days** after the start of this **agreement**.

On your behalf we will arrange for **customer connection services** and **metering services** to be provided at your **supply address**. We will forward your details to the **distributor** for this purpose. If your **supply address** is not already connected to the **distribution system** we must forward your details to the **distributor** for the purposes of issuing a **NMI** and satisfying the **energy laws**.

We will also arrange **metering services** to be provided at your **supply address**. All **meters** installed by us at your **supply address** will remain our property at all times.

4 What this agreement does not cover

This **agreement** does not cover any network services provided to you by your **distributor**. Those services are separately provided to you under the **customer connection contract** between you and your **distributor**. The **customer connection contract** deals with the supply of energy to your premises and can be found on your **distributor’s** website.

If you have arranged for us to supply and install a solar photovoltaic system at your **supply address**, a separate contract (in addition to this **agreement**) relating to that installation will be provided to you by us.

5 When does this agreement start and finish?

This **agreement** starts on the date that we first supply **electricity** to you at your **supply address**.

If you are a **new occupant customer**, this **agreement** starts on the day you take a supply of **electricity** from us.

This **agreement** will continue for the term set out in the **offer** unless ended earlier as allowed under this **agreement**.

We will notify you of the end of this **agreement** no earlier than **40 business days** and no later than twenty (20) **business days** before the end date.

Where you have executed this agreement under an RV Transfer Authorisation form, any associated Early Termination Fee for Supply will be waived where you have moved to higher care or have died. Exit charges associated with Other Goods & Service are payable and not waived under in these circumstances. Termination Fees are outlined in your Customer Offer Information form and Disclosure Notice.

6 Prior representations

Any oral or written representations, warranty or promise whatsoever (other than those contained herein) made by any employee, Contractor or agent of Mojo Power to you does not form any part of this **agreement**, nor the consideration for or basis of any collateral **agreement**.

7 Cooling off

You may end this **agreement** by giving written or oral notice to us or by telephone call to us within ten (10) **business days** after we have given you a **welcome pack**. You may exercise this right despite having agreed or accepted the **agreement**. Your “cooling off” period will be extended where we have not given you a **welcome pack**.

If you exercise your “cooling off” right to end in either writing or orally we will give you a written notice of the ending of the **agreement**.

We will not be entitled to any costs or compensation if you end this **agreement** within the “cooling off” period above other than fees and **charges** for the **electricity** and other services that we have supplied to you under this **agreement** during the “cooling off” period.

8 Account Creation

You must execute this agreement by verbal recording or signed Transfer Authorisation form.

You grant Mojo Power permission to obtain a credit check into your credit history.

Prior to our acceptance of this agreement we may request any or all of the following details:

- Account Holder Acceptable Identification;
- Evidence of satisfactory credit history;
- Payment of any fees and charges applicable to you;
- Contact details from you for invoicing purposes;
- Contact details of the owner (or the agent of the owner) of the Supply Address if you do not own the Supply Address;
- Evidence from you that we will have safe and unfettered access to the Meter at the Supply Address;
- A Security Deposit, a Bank guarantee or other payment arrangement;
- Where appropriate, estimated energy usage based on previous invoices / new equipment;
- Pay any outstanding debt owed to previous Retailer(s);
- System Capacity of any Solar Electric PV Systems that have been installed at your Supply Address.

9 Special Needs

Where you or a person ordinarily residing at your premises is dependent on designated life support you must inform Mojo Power. Mojo Power does not take any responsibility for connection to your premises, or the time taken to repair or maintain supply to your premises.

It is your obligation to inform us as soon as Life Support status is no longer required at your Supply Address.

PART 2: ACCESS TO YOUR PREMISES

10 Access to your supply address

You must provide our authorised personnel with safe and free access to the **supply address** during reasonable daylight hours to install new or updated **meters** or read **meters** and inspect, test and repair equipment at the **supply address** and carry out any other action set out in this **agreement** or any **energy laws**.

11 Responsibility for service equipment

You must not do anything which may damage any metering or other service equipment located at the **supply address**. If any of our equipment is destroyed, damaged or lost due to an act or omission by you, we may require you to pay for its replacement or repair. If any equipment is illegally connected we may fix the connection and charge you a fee or take any other action as allowed under the **agreement** or the **energy laws** where you are at fault for that illegal connection.

PART 3: CHARGES AND INVOICING

12 Our charges

You must pay us the **charges** for the **electricity** we supply to you and the price for any other goods or services we provide to you. You are not liable to pay any **charge** unless the amount, or the basis for the calculation of the amount, is set out in this **agreement**.

Our **charges** applicable to this **agreement** are set out in our **price list** and are detailed in our Offer Information form. Any charge or fee not explicitly set out is calculated by passing on at cost. The pricing structure available is based on your network tariff as set by your Local Distributor.

Charges payable by you for the supply of **electricity** are based on your measured or estimated consumption during a **invoicing period**. We will reconcile any **charges** paid by you with the consumption of **electricity** measured.

Electricity rates under this **agreement** are regularly updated annually the beginning of each financial year. If you wish to be converted to a controlled load tariff we will arrange in accordance with the **energy laws** upon completion of electrical works performed by your electrician at your expense.

Our **charges** may include:

- **distributor or network service provider fees and charges;**
- disconnection and reconnection fees and **charges;** and
- administration fees and **charges**.

We will pay amounts received from you for **customer connection services, network charges and distribution non-network charges** (including disconnection fees, reconnection fees and **meter test fees**). We will not charge you any administration fees or surcharges relating to **distribution non-network charges**.

The effective date of your transfer to another pricing structure will be either:

- the date on which the underlying network rate is amended through the reading of your meter(s); or
- if applicable, the date the meter(s) is changed at your supply address.

You must also pay all costs, fees and **charges** we can lawfully recover from you under the **energy laws**. If you breach this **agreement** or a provision of the **energy laws**, you will be required to pay any costs we incur as a result of that breach as well as any fees we are entitled to charge for that breach.

We may vary our **charges** at any time by written notice to you. The notice will specify the date on which the changes will take effect and will provide details of the new **charges**.

13 How we will invoice you

We will send an invoice to you at your **supply address** or any other address you ask us to send the invoice to. We will send you an invoice at least **quarterly** unless we agree a different **invoicing period** with you. You grant Mojo Power through the execution of this agreement to send invoices to you more frequently than Quarterly.

14 How we will calculate your invoice

Unless otherwise agreed, invoices we send to you will be calculated on:

- the amount of energy consumed at your premises during the **invoicing period** (using information provided by your meter reader by reading your meter or otherwise in accordance with the **energy laws**);
- the amount of fees and **charges** for any other services provided under this **agreement** during the **invoicing period**; and
- the **charges** payable for services provided by your **distributor**, including connection **charges** if you have asked for a new connection or connection alteration and have not made alternative arrangements with your **distributor**.

15 Variation during an invoicing period

If an invoice is issued for an **invoicing period** in which there is an increase in the **charges**, the **charges** for **electricity** supplied during the **invoicing period** will be charged in proportion to the period in which the former **charge** applied and the period in which the increase in the **charge** applied. We will set out the changes to the **charge** amounts on your invoices.

If an invoice is issued for a period other than your usual **invoicing period**, we will invoice you proportionally for that **invoicing period** and set out the applicable **charges** for that **invoicing period** on your invoice.

16 Historical invoicing information

If you request us to provide you with historical invoicing data for the previous two years, we will promptly provide you with this data without charge.

If you request historical invoicing data for the previous two years or earlier, more than once in a 12 month period, we will provide you with this historical invoicing data for a reasonable charge.

17 Meter reading

We will base your invoice on the **meter** reading or **metering data** for the **meter** at your **supply address**. We may ask you to carry out your own **meter** reading on your **meter** with five (5) **business days**' notice if we are unable to do so within a reasonable time and if we do so, you will be required to provide the **meter** reading to us by email or telephone.

We will use our best endeavours to measure your metered consumption of **electricity** at intervals of not more than six (6) months. Where a Special Read is required to meet this obligation, you agree to pay the Special Read charge if applicable. We will reconcile any **charges** paid by you with consumption measured.

18 Estimated invoices

If an actual **meter** reading from the **meter(s)** at your **supply address** cannot be obtained, we will use the estimate provided by your meter reader as the amount of electricity you have consumed for the invoicing period under consideration.

If your **meter** has stopped registering correctly, **electricity** has been supplied to your **supply address** without passing through metering equipment or you do not provide us with a **meter** reading, we will use the estimate provided by your meter reader as the quantity of **electricity** supplied for any period of up to six months before your **meter** was last read. Your **meter** will be considered to have stopped registering correctly when it has an error of more than 2%.

When we cannot:

- reasonably or reliably base an invoice on a **meter** reading;
- you consent to us estimating your invoice; or
- **metering data** has not been provided to us by the **responsible person**,

we will give you an estimated invoice.

The estimated invoice may be based on:

- your historical **meter** data;

- if we do not have the historical **meter** data, the average daily consumption for a comparable customer supplied by us; or
- your reading of the **meter**,

calculated for the **invoicing period**.

If we provide you with an estimated invoice, we will inform you on the invoice that it is based on an estimation.

You will not be charged and are not entitled to any interest on any overcharged amounts which we discover when we reconcile what we have charged you on an estimated basis with your actual **electricity** consumption.

If we issue an estimated invoice and then issue you with an invoice based on the **meter** reading or **metering data** (later invoice) :

- we will include an adjustment on that later invoice to take into account any overcharging or undercharging; and
- unless the actual **meter** reading or **metering data** could not be obtained as a result of an act or omission by you, we will offer you time to pay any undercharged amount by agreed instalments, if requested by you.

The agreed instalments must be paid within a period no longer than:

- the period during which an actual **meter** reading or **metering data** was not obtained (if that period is less than 12 months); or
- in any other case – 12 months.

If we are unsuccessful in reading your **meter** (as a result of an act or omission by you) and therefore issue you with an estimated invoice, if you request us to replace the estimated invoice with an invoice based on an actual **meter reading**, we will charge you any costs we incur to replace the estimated invoice.

If no **meter** is available at the **supply address**, we will base our invoice on energy data that is calculated in accordance with applicable **energy laws**.

You are obligated to pay estimated supply invoices.

19 What you must pay

You must pay us the amount shown on the invoice by the due date for **payment** shown on the invoice which must not be less than thirteen (13) **business days** after the date on which we send you the invoice. Where an invoice is in dispute you must pay us the undisputed amount by the due date.

Where your offer includes a prompt payment discount or to avoid late fees, you must pay the entire invoice, in full, as cleared funds by the due date.

The acceptable methods of payment are listed on your Customer Offer Information form. Please note, CentrePay is ONLY available where you are participant in our hardship programme. Charges apply where you pay your account other than by our agreed payment method.

20 Issue of reminder notices

If you do not pay your invoice by the due date for **payment**, we may send you a reminder notice that your invoice is overdue, giving you a further due date (not less than six (6) **business days** after the date we sent the reminder notice) to pay the invoice.

Where your invoice remains unpaid and you have not disputed the charges, made a complaint or entered into a payment plan, Mojo Power may move to disconnect your premises for non-payment.

21 Paying your invoice

You must pay the invoice using one of the methods for payment shown on the invoice. You may make payment in advance. If you choose to make a payment in advance, we are not required to credit any interest to that payment.

Your preferred payment method may be subject to additional fees and/or affect associated discounts. See your Offer Information form, Transfer Authorisation or Disclosure Notice for details.

You may only pay by the means outlined in the Customer Offer Information brochure.

If a periodic direct debit arrangement is to be entered into by you and us:

- both parties must agree the amount, initial date and frequency of the direct debits;
- we must obtain your explicit informed consent for entering into the direct debit arrangement;
- we must notify you in writing if you request us to no longer rely on the arrangement and the direct debit authority; and
- we must terminate the arrangement, if requested by you.

22 Late or dishonoured payment

If you do not pay the total amount of your invoice by the due date for **payment** or you do not comply with an **instalment payment plan**; subject to the **energy laws** and this **agreement**, we may:

- disconnect your supply;
- charge you a late payment charge in line with our **price list** for reasonable costs associated with recovering any unpaid amount and also interest at a rate governed by the **energy laws** from the date when **payment** was due until the date **payment** is received; and/or
- retain by Notice your feed-in credits; and/or
- refer your invoice for collection by a debt collection agency, charge you the relevant debt recovery costs which we will advise you at the time, and report your debt to a credit reporting agency.

23 Difficulties in paying

You should contact us as soon as possible if you have difficulties paying your invoice. We will give you information about various **payment** options and, where applicable, payment assistance in accordance with the **energy laws**.

Where we believe you are experiencing repeated difficulties in paying your invoice, we will offer you the opportunity to pay your invoice under an **instalment payment plan**. We will give you information about various **payment** options and, where applicable, payment assistance in accordance with the **energy laws**.

If you have difficulties paying your invoice and you request information or a redirection of your invoice, we will provide you with the information or redirection free of charge (within Australia).

We are not obliged to offer you an instalment payment plan if you have had two instalment payment plans cancelled due to non-payment in the previous twelve (12) months. In this instance, we will offer you another instalment payment plan only if we are reasonably satisfied that you will comply with that plan.

If you are a **small retail customer** and also a **hardship customer** you may request us to permit payment by using Centrepay as a payment option.

24 Shortened collection cycle

We may require you to make payment of your invoice at shorter intervals in the circumstances described below.

We will only make such arrangements where you have agreed to such an arrangement or where you are a **small retail customer** who is not experiencing payment difficulty and:

- we have given you a reminder notice or warning notice for two (2) consecutive invoices; and
- before issuing the second reminder notice to you, we have notified you that after the second notice is given you may be placed on a shortened payment cycle in accordance with the **energy rules**.

Within ten (10) **business days** of us placing you on a shortened payment cycle we will give you notice that:

- we have made such arrangements;
- you must pay three (3) consecutive invoices in your **invoicing period** to be removed from the shortened payment cycle; and
- failure to make such payments may result in the disconnection of your **supply address** without further reminder notices being issued.

25 Review of your invoice

If you think there is an error with your invoice, you can request us to review the invoice and we will review it within twenty (20) **business days**.

Our review will be conducted in accordance with our **standard complaints and dispute resolution procedures**.

We will inform you of the outcome of our review as soon as reasonably possible and in accordance with the time limits applicable under our **standard complaints and dispute resolution procedures**.

Where we review your invoice we may require you to pay the lesser of:

- the portion of the invoice you do not dispute; or
- an amount equal to the average of your invoices in the previous 12 months (excluding the disputed invoice),

and any future invoices that become due.

If our review of the invoice shows that there is an error in the invoice, we will correct the error by amending the next invoice. If our review of the invoice shows the invoice to be correct, you must pay the full amount of the invoice or request that the **meter** be tested.

26 Meter reading, metering data and meter test after your invoice review

If after your review of our invoice, you request us to arrange for a check of the **meter** reading or **metering data** or request a **meter** test, we may ask you to pay the reasonable cost of these checks or tests before we arrange them.

If the **meter** test shows the **meter** is accurate and the **meter** reading or **metering data** is correct, you must pay the invoice in full.

If the **meter** test shows that the **meter** is inaccurate or if the **meter reading** or **metering data** is incorrect, we will:

- send you a corrected invoice based on estimates from the **metering data** provider with an adjustment for any undercharging or overcharging;
- refund or request additional payment to return your account to the expected balance;
- advise you of our **standard complaints and dispute resolution procedures** if you still disagree with the **metering data**; or
- credit your account for any amount paid by you for the checks and tests.

27 What happens if we have overcharged you

If you have been overcharged by us we will inform you no later than ten (10) **business days** after becoming aware of the overcharging.

If the overcharged amount is equal to or exceeds \$50 (or such other amount determined by the Australian Energy Regulator) we will:

- If you have already paid, repay the overcharged amount as reasonably directed to you;
- if you do not provide us with a reasonable repayment direction, we will credit the overcharged amount on your next invoice; or
- if you do not provide us with a reasonable repayment direction and you have ceased obtaining **electricity** from us, we will use our best endeavours to refund the overcharged amount to you within ten (10) **business days**.
- If you have not paid the overcharged amount, you may pay the invoice total less the overcharged amount.

If the overcharged amount is less than \$50 (or such other amount determined by the Australian Energy Regulator) we will:

- credit that amount to your next invoice; or
- if you have ceased obtaining your **electricity** from us, we will use our best endeavours to refund the overcharged amount to you within ten (10) **business days**.

No interest is payable by us on the overcharged amount.

28 What happens if we have undercharged you

If you have been undercharged by us we may recover from you any amount owing to us in accordance with the **charges**. If you have been undercharged as a result of our error or your **distributor's** error, we will only recover the amount undercharged in the nine (9) months before the date we notify you of the undercharged amount.

We will offer you the opportunity to pay this amount in instalments over a period nominated by you, however this period must be no longer than:

- the same length of time during which you were undercharged (if the period of undercharging occurred over a period of less than twelve (12) months); or
- twelve (12) months in any other case.

We will not charge you interest on the undercharged amount. We will state the undercharged amount to be recovered as a separate item in a separate invoice or in the next invoice, together with an explanation of the undercharged amount.

29 GST

Capitalised expressions which are not defined in this clause but which have a defined meaning in the **GST Law** have the same meaning in this clause.

All amounts payable under this **agreement** are exclusive of GST.

If GST applies to any amount payable by you or us for any Taxable Supply made under or by reference to or in connection with this **agreement** the party providing the Consideration for that Taxable Supply must also pay the GST amount as additional consideration. This clause does not apply to the extent the Consideration for the Taxable Supply is expressly agreed to be inclusive of any GST.

No payment of the GST amount is required until the Supplier has provided a Tax Invoice or Adjustment Note, as the case may be to the Recipient.

Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by either you or us must exclude the amount of any Input Tax Credit entitlement in relation to the relevant cost, expense or other liability. Either you or us will be assumed to have an entitlement to a full Input Tax Credit unless demonstrated otherwise prior to the date on which the Consideration must be provided.

This GST clause will continue to apply after expiration of this **agreement**.

30 Security deposits

We may ask you to give us a **security deposit** if:

- your credit history is not reasonably satisfactory to us;
- you have fraudulently acquired or intentionally consumed **electricity** otherwise than in accordance with the **energy laws** within the previous two years;
- you have refused or failed to provide us with the permission to obtain a credit check of your credit history or other information relating to your credit history;
- you have refused or failed to provide **acceptable identification** to us for all account holders;
- we have offered you an **instalment payment plan** and you have either refused that plan or have failed to pay an instalment under that plan;
- you owe money to us in relation to the supply and sale of **electricity** to your **supply address** unless your invoice is being reviewed by either the **Energy and Water Ombudsman** or us in accordance with our **standard complaints and dispute resolution procedures**; or
- where the **energy laws** otherwise allow.

You must provide us with the security deposit or any increase in the security deposit within five (5) business days of our request.

If we reasonably determine that your credit history is unsatisfactory, we must inform you of our decision and set out our reasons and your rights to dispute that decision under our **standard complaints and dispute resolution procedures** and in accordance with the **energy laws**.

We will not ask you to provide a **security deposit** if you are:

- a **hardship customer** or have been identified as such by another **retailer**; or
- a residential **customer** and we have not offered you an **instalment payment plan**.

We may ask you to provide the **security deposit** in the form of cash, insurance to our benefit satisfactory to us or a bank guarantee (if the amount of the **security deposit** requested is more than \$500). We may request an increase in an existing **security deposit** at any time to ensure that the **security deposit** held is sufficient to secure your **customer connection services** usage. You must provide us the **security deposit** or any increase in the **security deposit** within five **business days** of our request.

We will not ask you for a **security deposit** for more than 37.5% of the estimated invoices over a twelve (12) month period based on:

- your billing history; or
- the average usage of energy by a comparable customer over a comparable 12 month period.

If you give us a **security deposit** we must pay interest on it if required under the **energy rules**.

We may only use the **security deposit** where:

- you have failed to make **payment** on an invoice, which has resulted in the disconnection of the **supply address**; or
- in respect of a final invoice, you have either vacated the **supply address**, requested disconnection, or transferred to another **retailer**.

We will inform you within ten (10) **business days** of using the **security deposit**.

If you provide us with your explicit informed consent, we may use your security deposit to offset charges for any goods or services (other than electricity) provided by us.

Your **security deposit** will be returned to you with accrued interest when you have established a good payment history with us or you have either vacated the **supply address**, requested disconnection, or transferred to another **retailer** and the **security deposit** is not required to offset any amount owing on your final invoice. Unless you give us reasonable instructions, we will credit the **security deposit** to your next or final invoice if you have vacated the **supply address**, requested disconnection or transferred to another **retailer**.

PART 4: YOUR RIGHTS AND OBLIGATIONS

31 Full information

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

32 Changes to your information

You must tell us promptly if information you have provided to us changes, including if your invoicing address changes or if your use of energy changes (for example, if you start running a business at the **supply address**).

33 Obligations if you are not an owner

If you cannot meet an obligation relating to the **supply address** under this **agreement** because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or the person responsible for the **supply address** fulfils the obligation.

34 Illegal electricity use

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

- illegally use **electricity** supplied to your **supply address**;

- use **electricity** supplied to your **supply address** or any electrical equipment in a manner which interferes with the connection or supply of **electricity** to another customer or causes damage or interference to any third party; or
- tamper with or permit tampering with **meters** or associated equipment.

If you breach any of the requirements above, we or your **distributor** may, in accordance with the **energy rules**:

- estimate the amount of **electricity** so obtained and invoice you or take debt recovery action for that amount; and
- arrange for the immediate disconnection of your **supply address**.

35 Liability and warranties

This is a summary of some of your rights under the **energy marketing rules**. It is not a complete list and is not legal advice. Nothing in this **agreement** is intended to replace or limit any rights you have under the **energy laws** or **energy marketing rules**.

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

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

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 energy to the **supply address**. This includes any loss or damage you suffer as a result of the defective supply of energy.

You indemnify us against any liability arising out of the use of **electricity** supplied to you under this **agreement** where risk in the **electricity** has passed to you or where we have, or any third party has, suffered loss or damage caused by or contributed to by your negligence or your breach of this **agreement**.

In exercising our rights under this indemnity we may not recover an amount from you that is greater than what we otherwise would have been able to recover at general law for breach of contract or negligence by you in respect of the **agreement**

36 Variation of this agreement

If we wish to amend this **agreement** we will notify you in writing of any variation to this **agreement** (notice of variation).

The notice of variation will contain full particulars of the variation.

You must agree to any amendments we propose to this **agreement** that:

- we reasonably consider are required as a consequence of changes to the **energy laws, energy marketing rules** or similar (including but not limited to the **charges** payable for the supply of **electricity**); or
- where changes made to our underlying costs alter the offered product; or
- that upon review a new clause or amendment to an existing clause is required to ensure that it is clear to both parties the intent and / or implementation of an obligation or right; or
- are not prohibited by the **energy laws, energy marketing rules** or similar (mandatory variations).

For variations other than mandatory variations, you may end this **agreement** verbally or by notice in writing to us within 28 days of the notice of variation being given (notice period), if you do not accept the variation.

You will have accepted the variation by not ending this **agreement** during the notice period.

Any amendment of this agreement, including referenced documents due to changes in the underlying standards, laws, codes, regulatory instrument or ministerial directions of the Government of the day will have the effect of amending this agreement without further Notice.

Mojo Power may terminate this agreement by notice at our sole discretion. No pay out or compensation is applicable where we terminate this agreement.

If you choose to end the **agreement** under this clause:

- the **agreement** will end 10 **business days** after the notice of termination is given to us;
- no supply early termination fee is payable where the particulars of a variation are in respect of **charges**; and
- an supply early termination fee may be payable where the particulars of a variation are not in respect of **charges**; and
- all non-supply early termination fees for other goods & services provided under this **agreement** are payable independent of the reason or party terminating this **agreement**.

37 Governing law

This **agreement** is governed by the **laws** in force in the State or Territory of the **supply address** and you agree to the exclusive jurisdiction of the courts in the State or Territory of the **supply address**.

38 Can this agreement be transferred?

This **agreement** is personal to each party and neither party may assign, transfer or novate the rights or benefits of this **agreement** to any person without our consent.

By notice to you at any time we may assign, transfer or novate the rights of benefits under this **agreement** to a person that we are reasonably satisfied that the person holds the relevant **energy laws** to provide the **electricity** and other services under this **agreement**.

39 Confidentiality and privacy

We must keep the information that we collect about you confidential in accordance with the **Privacy Laws**.

We may disclose information about you:

- if required or authorised by or under any **laws**;
- where you give us consent to do so;
- to your **distributor** or **metering services** provider if the information is required for the purposes of arranging connection, disconnection, reconnection or reading a **meter**;
- if it is necessary for us to complete a credit assessment of you; or
- if required by a government agency for the purposes of a rebate, concession or levy exemption relating to your account. You may cancel our right to verify your details or disclose your information for these reasons at any time but without written notice of eligibility we cannot continue to supply the rebate, concession or levy exemption.

By acceptance of this **agreement** you grant Mojo Power explicit consent to store your personal information in a secure database that may reside or be replicated outside of Australia.

Our privacy policy can be found on our website.

PART 5: SUPPLY AND DISCONNECTION

40 When can we disconnect you

We can disconnect you if:

- you do not pay your invoice by the due date for **payment** and, where you are a residential **customer** you have not offered to pay by **instalment payment plan**, or have agreed to do so but have failed to pay an instalment;
- you have failed to comply with the terms of an **instalment payment plan** which we have agreed with you;
- you use **electricity** illegally;
- you have failed to provide a **security deposit**;

- you have refused access to an authorised person to your **supply address** or you have obstructed the authorised person in the carrying out of their function;
- you have requested supply to be discontinued (and we have given you five **business days'** notice) ;
- you are no longer a **small retail customer**; or
- we are otherwise entitled or required to disconnect you under the **energy laws**, such as for reasons of health and safety, in an emergency or as directed by a relevant authority,

and we have followed the relevant procedure under the **energy laws**.

Mojo Power may terminate this agreement where your premise is disconnected for any reason. Where this agreement is terminated you will be required to pay all termination fees associated with this agreement, including Other Goods & Services. Termination Fees are outlined in your Customer Offer Information form and Disclosure Notice.

41 Notifying you of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the **energy laws**. However, we do not have to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your **supply address** or where there is an emergency or health and safety issue).

42 Circumstances where we must not disconnect you

Unless you request us to or have illegally used **electricity**, we may not disconnect you:

- if you have made an application for a government rebate or grant, or where an **instalment payment plan** with us has not been decided;
- if you have made a complaint under either our **standard complaints and dispute resolution procedures** or the **Energy and Water Ombudsman** directly relating to the reason for disconnection and the complaint remains unresolved;
- if you are a **hardship customer** and you are complying with your **instalment payment plan** (except where you prevent access to the **meter**);
- if you have made us aware or we should be reasonably aware that you have applied for relief under a government funded energy charge rebate/concession/relief scheme and a decision on that application has not been made (except where you prevent access to the **meter**);
- where you have failed to pay an amount to us relating to goods or services other than the supply of **electricity** (except where you prevent access to the **meter**);
- where the amount outstanding on an amount is less than the amount allowed by the Australian Energy Regulator as varied from time to time;
- where you were to be disconnected for not paying your invoice or **instalment payment plan** but an extreme weather event is taking place;
- where you as a residential customer have insufficient household income to pay your supply invoice unless we have met our regulatory obligations to provide sufficient notice including details of the Ombudsman scheme, you have refused or failed to enter into an agreed payment plan before the expiry of the period in the disconnection notice or failed to adhere to a payment plan;
- on a Friday, Saturday or Sunday;
- on a day immediately before a **public holiday** or on a **public holiday**;
- before 8am or after 3pm on any other day; or
- on the days between 20 and 31 December in any year, inclusive.

We may not disconnect you for any reason except where you request it if any life support system that relies on **electricity** for its operation is in use at the **supply address**.

43 Requested disconnection

If you request us to arrange for the preparation and issue of a final invoice or to disconnect your supply address, we must use our best endeavours to arrange for that invoice or disconnection in accordance with your request.

44 Reconnection after disconnection

We will arrange for your reconnection within ten (10) **business days** if:

- you request us to reconnect you;
- you pay any overdue invoices in full;
- you have satisfied all the requirements under the **energy laws**; and
- you pay to us the required disconnection/reconnection fee, as set out under our **price list** before reconnection.

45 Force majeure and continuity of supply

If, because of a **force majeure event**, either you or we would breach this **agreement**, either our or your obligations (other than any obligation of either you or us to pay money) will be suspended for so long as the **force majeure event** continues.

The party affected by the **force majeure event** must give the other party details of the **force majeure event** including an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to overcome or remedy the situation.

If the effects of the **force majeure event** are widespread, we will be deemed to have provided notice if we make the necessary information available to you by a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

The party affected by the **force majeure event** must use reasonable endeavours to overcome or remedy the situation as quickly as practicable but neither party will be required to settle any industrial dispute.

46 Last resort supply agreements

If **last resort supply arrangements** are implemented with respect to us, you may be transferred to a **retailer of last resort**.

If this occurs we will transfer you to another supplier and you will become their customer. Your existing **agreement** with us will end. We also may take any other action required in transferring you; this may include the supply of some of your details such as your **supply address** and your **NMI**.

There will be no **payment** required of you in respect of this transfer.

However, if you are transferred to a **retailer of last resort** the rights and obligations under this **agreement** that may have already accrued (such as an obligation to pay **charges** up until the date of transfer) will still apply.

47 Final meter read

In any instance where the **agreement** ends, we will need to take a final **meter read**. You can either wait for the scheduled read to occur or request us to arrange a special **meter read** (which may incur a fee).

If you are remaining at your **supply address** but transferring to another **retailer**, and that **retailer** arranges a special **meter read**, you will not need an additional read from us.

You will need to pay us the **charges** that have accrued for supply of **electricity** up until the day of the final **meter read**.

48 Moving from your supply address

If you are intending to move to from your current supply address, you must give us at least twenty (20) **business days'** notice that you intend to do so. This notice should include the date that you intend to move and include a forwarding address so that we can send you a final invoice if you do not intend to be supplied by us at your new address.

You may request that we transfer this **agreement** to your new premises. We will notify you of any required amendments to the contract at your new premises. If you accept those amendments, this **agreement** will continue

subject to those amendments. We may require you to pay a disconnection fee for your current **supply address** and a reconnection fee for your new premises.

If you reject the amendments, this **agreement** will end in accordance with clause 51.

If you have not provided notice of your intention to move, or ensured that we can safely access your **meter**, you will be responsible for all **electricity** supplied to the **supply address**. Your responsibility will cease when we:


- become aware that you have moved from the **supply address**;
- receive the required notice from you and you provide safe access to your **meter**; or
- another person commences purchasing **electricity** at the **supply address**, whether through us or another retailer.

You are liable for all costs associated with disconnecting your supply.

PART 6: COMPLIMENTS, ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

49 Enquiries or complaints

If you have a compliment, enquiry or complaint relating to our supply of electricity to you or this agreement generally please contact us as follows:

 Email

hello@mojopower.com.au

 Fax

02 8318 2118

 Post

GPO 7049, Sydney, NSW 2001

We are obliged to handle any complaint under our **standard complaints and dispute resolution procedures** which you can review on our website or which we can provide to you upon request.

We will inform you of the outcome of our review of your complaint.

If you are not satisfied with our response to your complaint, you have the right to refer the complaint to the **Energy and Water Ombudsman**.

50 Notices under the agreement

Notices and invoices under this Contract must be sent in writing, unless this Contract or the **energy laws** say otherwise.

If you have provided your consent in accordance with the **energy laws** (either at the time of entering into this Contract or at a later stage) to receive notices and invoices electronically, we may send notices and invoices under this **agreement** to you electronically.

A notice or invoice sent under this **agreement** is taken to have been received by you or by us (as relevant):

- on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
- on the date two **business days** after it is posted; or
- on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.

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

PART 7: ENDING THIS AGREEMENT

51 Ending the agreement

This **agreement** will end:

- on the final day of the term set out in the **offer**;
- where supply of **electricity** at the **supply address** commences with a different customer to you;

- on the date you are transferred to a **retailer of last resort** if **last resort supply arrangements** are implemented with respect to us;
- where the supply of **electricity** at the **supply address** commences under another **retailer** or under a different **agreement** with us; or
- if you choose not to agree to a variation set out in a notice of variation provided by us to you;
- where you are reclassified as something other than as a small supply customer;
- at the end of a period of 10 **business days** commencing on the date your **supply address** is disconnected and where you have no right to be reconnected under this **agreement**.

You may end this **agreement** by giving us at least twenty (20) **business days** written notice where you intend to vacate the **supply address**.

We can end this **agreement** if:

- your credit check is unsatisfactory;
- you breach this **agreement**;
- you have been disconnected and have no right to be reconnected under this **agreement** or in the **energy laws** or we have otherwise lawfully discontinued supply to you (the **agreement** will end 10 **business days** after the date of disconnection); or
- where we have any other right to end the **agreement** under the **energy laws**.

You must make any outstanding payment to us, when this **agreement** ends. No further obligation to supply **electricity** and other services by us to you will arise when this **agreement** ends.

If you want to end this contract because you are taking supply at your **supply address** from another **retailer**, you need to notify us. Such notification will constitute your **implicit informed consent** in accordance with the **energy laws**.

We may charge you a reasonable early termination fee as set out in the **price list** where this **agreement** ends prior to the final day of the term set out in the **offer**, except where you have ended this **agreement** during the cooling off period.

You agree to pay any additional costs associated with ending this agreement (e.g. Special Meter Read, Disconnection Fee).

PART 8: UNDERSTANDING THIS AGREEMENT

52 Definitions of certain words in this agreement

Terms used in this **agreement** have the same meanings as they have in the **energy laws** unless otherwise set out in this clause.

acceptable identification in relation to:

- a business customer which is a sole trader or partnership, includes one or more of the forms of identification for a residential customer for each of the individuals that conduct the business;
- a business customer which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number;
- a residential customer, includes one or more of the following:
 - (i) a driver's licence issued under the **laws** of a State or Territory, a current passport or another form of photographic identification;
 - (ii) a pensioner concession card or other entitlement card issued under the **laws** of the Commonwealth or of a State or Territory; or
 - (iii) a birth certificate.

agreement means this document (which contains the terms and conditions upon which we agree to supply you with **electricity** and any other associated goods or services) the disclosure notice and the price list in addition to any other attachments to this document;

The Customer Offer Information and Transfer Authorisation form (written or oral) for the purpose of describing contractual rights or obligations should be interpreted as having been incorporated into this **agreement**.

Australian Standard means the Australian Standard AS ISO 10002-2006 as amended and updated from time to time;

business day means a day that is not a Saturday, Sunday or State wide **public holiday**;

charges means the tariffs, fees and charges that you must pay for the supply of **electricity** as set out in our **price list**;

connection point means the agreed point of supply between your electrical installation and the **distribution system**;

customer means you;

customer connection contract means the **agreement** between you and your **distributor** for the provision of **customer connection services** to the **supply address**, the terms of which are governed by the **energy laws**;

customer connection services means:

- the connection of the **supply address** to the **distribution system** to allow **electricity** to be supplied to you;
- any agreed increase in the maximum capacity of the existing connection to the **distribution system** at the **supply address**; and
- the maintenance of the capability for **electricity** to be supplied to the **supply address** from the **distribution system** and any other connection services as that term is defined in the **Code**;

disclosure notice means the written disclosure notice provided to you by Mojo Power in accordance with Mojo Power's obligations under the **Code**;

distributor means an entity that holds provides **electricity** through the poles and wires to your **supply address**;

distribution non-network charges means the **charges** of your **distributor** set out in your **distributor's** price list that:

- are referable to a specific request by you or us; or
- are referable to a requirement under the **electricity** legislation, and do not include **network charges**;

distribution system means the **electricity** power lines and associated equipment and **electricity** structures that are used to convey and control the conveyance of **electricity** to the **supply address** of wholesale and retail customers, or to convey and control the conveyance of **electricity** to, from and along the rail network **electricity** system, but does not include a transmission system;

electricity means electricity which is available for supply to you at the **supply address**;

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

energy marketing rules means the rules which govern energy marketing activities under the **energy laws** and including (but not limited to) Schedule 2 – Australian Consumer Law to the *Competition and Consumer Act 2010 (Cth)*, the *Do Not Call Register Act 2006 (Cth)*, *Spam Act 2003 (Cth)*, the *Telecommunications Act 1997 (Cth)* and regulations (as amended from time to time);

energy ombudsman means the Energy Ombudsman established to ensure customers and retailers are adhering to **energy laws** and the agreed contract. For customers in New South Wales, you can contact the **Energy and Water Ombudsman NSW** at: omb@ewon.com.au; Reply Paid 86550 Sydney South NSW 1234; Freefax 1800 812 291; Freecall 1800 246 545. For customers in South Australia, you can contact the **Energy and Water Ombudsman SA** at: contact@ewosa.com.au; GPO Box 2947 Adelaide 5001; Freefax 1800 665 165; Freecall 1800 665 565. For customers in Queensland, you can contact the **Energy and Water Ombudsman QLD** at: complaints@ewoq.com.au; PO Box 3640 South Brisbane BC Qld 4001; Fax (07) 3087 9477; Freecall 1800 662 837.

force majeure event means an event outside the control of Mojo Power or you;

GST Law has the meaning given by *A New Tax System (Goods and Services) Tax Act 1999 (Cth)* or, if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

hardship customer has the meaning given in the **energy laws**. Our hardship customer policy is found at our website (www.mojopower.com.au);

instalment payment plan is a plan for a residential customer to pay the retail entity by periodic instalments, all arrears (including any disconnection or reconnection **charges**) and **charges** relating to continued use of **electricity** but, to avoid doubt, does not include an informal arrangement under which a residential customer is granted additional time to pay an amount owed;

invoicing period means the regular recurrent period for which you receive an invoice from us;

last resort supply arrangements means the **electricity** supply arrangements applicable under the **energy laws** where **electricity** is supplied by a **retailer of last resort**;

law/s means all laws of the Commonwealth and of the State or Territory in which the **supply address** is located, including statutes, regulations, licences, authorisations and codes as well as any determinations of any governmental agency or Ministerial orders or directions under such laws applying from time to time relating to the services provided to you under this **agreement**;

meter means a device complying with **Australian Standards** and records the production or consumption of electrical energy;

metering data means data sourced from your **meter** and may include accumulated metering data, interval metering data, calculated metering data, substituted metering data, estimated metering data and check metering data as defined in the **energy laws**;

metering services may include the installation, maintenance and testing of **electricity** metering equipment at the Premises, and the reading and forwarding of data from that metering equipment to us, the **network service provider** and the operator of the wholesale **electricity** market;

network charges means **charges** of a **distributor** for:

- the use of a shared supply network of the **distributor**; and
- the use of the transmission grid to which the **distribution system** is connected;

network service provider means a network service provider that is responsible under the relevant **law** for providing **customer connection services** in respect of the **supply address**;

new occupant customer means any customer who has entered into a new occupant supply arrangement with us;

NMI means a national metering identifier assigned to a **meter** at your **supply address**;

offer means the proposal from us to enter into this **agreement** which lists our prices amongst other things;

payment is monetary reimbursement received by Mojo Power as cleared funds by midday;

price list means our fees and **charges** as amended from time to time as set out on our website: www.mojopower.com.au. Please contact Mojo Power on 1800 109 099 or by post if you would like a copy of the prices sent to you. Your initial fees and charges are set out in your Customer Offer Information form, Pricing Fact Sheet and Disclosure Notice.

privacy laws means the *Privacy Act 1988 (Cth)* and any other **laws** dealing with the privacy of information;

public holiday means a State or Territory wide public holiday in the State or Territory in which the **supply address** is located and a local holiday in the district in where the **supply address** is located;

quarterly means the period of days represented by 365 days divided by 4;

responsible person is the person responsible for the installation of the **meter** and the collection of **metering data** (and its subsequent processing and delivery to any relevant user of the **metering data**, such as your **distributor**);

retailer means a person who holds a retail supplier's licence under the **energy laws** and who supplies you with **electricity**;

retailer of last resort means a supplier designated under the **energy laws** to supply **electricity** in the event that we are unable to supply our customers with **electricity**;

retailer of last resort customer means any customer who has entered into a **last resort supply arrangement** with us;

security deposit means the deposit of the amount required by us under clause 21 of the **agreement** whether by cash, the provision of a bank guarantee or establishment of an insurance policy in our name;

small retail customer means a customer who is either a residential customer or who is a business customer that consumes less than the maximum threshold identified in the **energy laws**;

standard complaints and dispute resolution procedures means the procedures we have created in accordance with the **energy laws**. These procedures are found at our website (www.mojopower.com.au);

supply address means the address (or addresses) at which you wish to arrange the supply of **electricity** and includes each **connection point** at the relevant premises and includes any building or part of a building, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters; and

welcome pack means the contents of the first letter or package that we send to your **supply address** after this **agreement** is accepted, including this **agreement**, the **offer**, the **disclosure notice** and other information.

53 Interpretation

In this **agreement**, unless the context otherwise requires:

- A reference to any **law** includes any statutory modification, amendment or re-enactment, and any subordinate **law** issued under that **law**, in either case whether before, on or after the date of this **agreement**.
- A reference to this **agreement** or document is to this **agreement** or document as varied or replaced from time to time.
- A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this **agreement**.
- Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- A word which denotes the singular includes the plural, a word which denotes the plural includes the singular and a reference to any gender includes the other genders.
- A person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- Any agreement, covenant, representation, warranty, undertaking or liability arising under this **agreement** on the part of two or more persons is to be taken to be made or given by such persons jointly and severally.
- A reference to dollars or \$ means Australian dollars.
- The schedules and attachments form part of this **agreement**.
- References to the word 'include' or 'including' when an example is given do not limit the scope to those things listed.
- A reference to a time of day means that time of day in the State or Territory in which the **supply address** is located.
- Where a period of time is specified and dates from a given day or the day of an act or event, the period of time must be calculated without including that day.
- A term of this **agreement** which has the effect of requiring anything to be done on or by a date which is not a **business day** must be interpreted as if it is required to be done on or by the next **business day**.



Mojo Power Pty Ltd ABN 61 604 646 479
Level 5, 28 Margaret Street, Sydney NSW 2000
GPO 7049, Sydney, NSW 2001
hello@mojopower.com.au Fax 02 8318 2118

If you are experiencing an emergency, please contact:

Region	Loss of Supply	Emergencies
NSW - Ausgrid <i>(Energy Australia)</i>	13 13 88	
NSW - Essential Energy <i>(Country Energy)</i>	13 20 80	
NSW - Endeavour Energy <i>(Integral Energy)</i>	13 10 03	
South Australia	13 13 66	
Qld – ENERGEX	13 62 62	13 19 62
QLD – Ergon	13 22 96	13 16 70

You can call these numbers 24 hours a day, 7 days a week every day of the year for the cost of a local call.



Interpreter Service 13 14 50

للحصول على خدمات الترجمة إتصل بالرقم المدرج أعلاه.
如需傳譯員服務，請撥以上電話。

Muốn liên lạc với sở thờng dịch, xin vui lòng gọi số điện thoại trên đây.
Per il servizio interpreti chiamare il numero indicato sopra.

Trebate li pomoć tumača, nazovite gore navedeni broj.

Para comunicarse con el servicio de interpretación llame al numero indicado arriba.

Για υπηρεσία διερμηνέων, τηλεφωνήστε τον παραπάνω αριθμό.