

## Market Offer Contract

**Important Notice:** If you change your mind, you have a right to cancel your contract within 10 Business Days from and including the day after you signed or received your contract. Details about your additional rights to cancel are set out in this contract.

### 1. What's covered in your contract?

Your contract covers the sale of electricity and other products and services covered in this contract by Mojo to you at your Property.

By entering into this contract, you acknowledge that you have given explicit informed consent to the terms of this contract.

Your contract is set out in the following parts:

**Welcome page/email** sent to you following you entering into this contract

**Section 2** Your cooling off rights

**Section 3** What you get under this contract

**Section 4** What you need to pay. This is supplemented by your **Energy Price Fact Sheet**

**Section 5** Billing and payment

**Section 6** Credit checks and security deposits

**Section 7** Other things you need to do

**Section 8** When your contract ends – including if you are moving

**Section 9** Disconnection

**Section 10** General things for you to know – including complaints and privacy information

**Section 11** Terminology

### 2. Change your mind?

Just tell us within 10 Business Days from the date you agree to this contract, or from the date you receive your contract documents, if that date is later. This is your cooling off period. If this contract is an unsolicited consumer agreement under the Australian Consumer Law, your cooling off period is extended to 11 Business Days. You can tell us by contacting us, or by returning the Cancellation Form that you may have received with your contract (it is also available [here](#)).

If you change your mind after this time, see **section 8** on how you can end your contract.

### 3. What you get – energy + benefits

### 3.1 Energy

You will start receiving electricity under this contract once all the following steps have been completed:

- you have verified your contact details to us – this may require you to follow the prompts in an email or another electronic message we send you;
- you meet our credit criteria and have paid any required Security Deposit (see **section 6**);
- you have provided authorisation to debit your PayPal account or entered into a direct debit request service agreement with us for the payment of your bills; and
- Mojo has become the electricity retailer for your Property following the end of the cooling off period.

It could take up to 3 months for Mojo to become the electricity retailer for your Property if Mojo is not your current electricity retailer. We will notify you within 5 Business Days of this happening.

You authorise Mojo to take all necessary steps to arrange the transfer of your electricity retailer to Mojo. The transfer may be stopped before it completes for any reason, including where you do not meet our credit criteria.

### 3.2 Data benefits

Access to your data benefits requires a Smart Meter at your Property. We will arrange for a Metering Provider to change the meter if this is required and you agree to the Metering Provider making this change.

The timing of when the meter will be changed is subject to the Metering Provider's schedule, which will generally be within 12 weeks from when we become the electricity retailer for your Property unless your Property is outside a major metropolitan area.

There are circumstances that may affect a Metering Provider successfully changing the meter. These include:

- delay for reasons including where you have not provided safe, unhindered or easy access to your Property to change the meter, geographical limitations of the Metering Provider (including where your Property is outside a major metropolitan area) or for other reasons outside of their control;
- circumstances where the meter change is not possible, including where there are technical difficulties, where your Property and/or meter location is incompatible for a Smart Meter (including connectivity issues), where you are not authorised to replace your meter at your Property or where there are geographical limitations of the Metering Provider; and
- if a Metering Provider determines your Property is in an area that is outside a major metropolitan area or that the meter change requires work that is not considered standard for a meter change or is considered complex (**Non-Standard Work**), the meter change will not proceed until you agree to the applicable Non-Standard Work and you agree to pay an additional fee reflective of what the Metering Provider will charge us for the meter change being outside a major metropolitan area and/or the

Non-Standard Work (see metering charges under **section 4.1**). If you do not agree, then the Metering Provider will not proceed with the meter change.

We and the Metering Provider are relying on you having the appropriate authority to authorise the meter change at your Property and by entering this contract you confirm that you have this authority.

### 3.3 EnergyPass® and Mojo Points™

If you agree to pay the annual subscription fee, being the EnergyPass®, this is payable following your agreement to purchase the EnergyPass® and applies for the 12 months following (being the **EnergyPass® Period**). Your EnergyPass® will be automatically renewed at the expiry of the EnergyPass® Period, unless you tell us at least 21 days prior to the end of the EnergyPass® Period that you do not wish to renew for a further EnergyPass® Period. **The EnergyPass® is non-refundable.**

You will receive 480 Mojo Points for each annual EnergyPass® paid, which are automatically redeemed through the application of a \$40 credit per month (where 1 Mojo Point = \$1 credit, up to a maximum of \$480) on bills issued for the EnergyPass® Period. There may be alternative products and services that are available through the redemption of Mojo Points, which we will agree with you from time to time.

Mojo Points are not redeemable for cash, are not transferrable and will expire after 12 months or when this contract is cancelled (if earlier).

### 3.4 Other products and services

You may receive other products and services as agreed between you and Mojo. These may be under a separate contract with us.

## 4. What you need to pay

### 4.1 Your rates and charges

The rates and charges that you will need to pay under your contract are detailed in your Energy Price Fact Sheet. These rates and charges may vary from time to time (see **section 4.2**).

Here is an explanation of the rates and charges:

#### **Usage charge**

This is a charge based on the amount of electricity you use, calculated at your applicable usage rate. This rate is your Mojo Rate. See **section 5.1** for further information on how your usage is determined.

#### **Daily supply charge**

This is a fixed charge for the sale and supply of electricity to your Property regardless of how much electricity you use, and is based on your applicable rate.

## **Distributor charges**

These are additional amounts your Distributor charges us for specific services related to your Property, such as for disconnections, connections and special meter readings. We have no control over the amount of these charges, and you will only pay what we get charged.

## **Metering charges**

These are amounts relating to your metering equipment and servicing your meter, including installation, maintenance, checking and meter reading. This may also include fees for Non-Standard Work involved with the meter change, where applicable.

## **EnergyPass and Mojo Points**

The EnergyPass® fee is a flat annual fee payable for each year (or part of) during your contract, if you elect to pay this additional fee for Mojo Points. **This fee is non-refundable.**

## **Taxes**

These are any taxes (including GST), duties, levies, regulated charges, costs, fees and charges incurred directly or indirectly by us when we supply to you.

## **Payment processing fee**

These include processing fees that relate to fees associated with rejected payments, or merchant services fees associated with paying by credit card or another payment method.

## **Other charges**

These relate to other costs we may incur for supplying the products to you under this contract, including those associated with Distributor services and collecting your outstanding debt.

### **4.2 When will your rates change**

We will notify you of any changes we make to your rates and charges as soon as practicable and at latest by your next bill. If you are a Queensland customer, at least 10 business days' notice will be given to you of any increases to your rates and charges. If a change occurs during a Billing Period, your bill will be calculated on a proportionate basis to reflect the change.

## **5. Your bills + payment**

### **5.1 Your bills**

You will receive bills from us on a monthly basis, except in rare circumstances. The bill will be based on the fees and charges set out in **section 4.1** that are applicable to the period of the bill. We will send bills to you by email, and you can also access your bills and bill history in MyMojo at [mojopower.com.au](http://mojopower.com.au).

We always aim to base your bill on actual meter readings. However, your usage may need to be estimated for a bill if we have not received the required metering data or are unable to reasonably or reliably use an actual meter reading. Once we are able to obtain an actual meter reading, your bill will then be adjusted accordingly.

## 5.2 Paying your bills

Each bill must be paid in full by its Due Date, which will generally be 3 Business Days after the bill has been issued. We will arrange for payment of the amount owed under your bills by using the PayPal account, direct debit or credit card details you provide to us. These payments will be made on the Due Date of each bill, or a following date if the initial payment is declined or there are insufficient funds in your account. If there are insufficient funds in your account or your credit card is declined, any related fees imposed on us are payable by you if allowable under the Energy Laws and may be included in a later bill.

It is a requirement under your contract that you maintain, for the payment of your bills, a valid authorisation for us to debit your PayPal account or a direct debit request service agreement with us. If your PayPal account, direct debit or credit card details change or expire, you must provide us with updated details as soon as possible.

Alternative payment methods that we accept are listed on your bill and payments in advance are available to you. If you only partly pay your bill, we will determine the charges your payment will be applied to unless you have advised us otherwise at the time of payment.

If you are having difficulties paying your bill, please contact us as soon as possible. We may be able to help you with a payment plan or give you information on other financial support.

If you do not pay your bill (unless your bill is under review under **section 5.3** or you're on a current instalment plan), we may do one or more of the following:

- use your Security Deposit, if any (see **section 6.2**);
- disconnect your energy supply (see **section 9**);
- ask a debt collection agency to collect your payment;
- transfer your debt to a third party who may then seek to collect your payment;
- list your outstanding debt as a default with a credit reporting body; or
- rely on any other rights we have under this contract or by law.

## 5.3 Reviewing your bill

You may ask us to review your bill at any time (refer to our complaints process – see **section 10.1**). We may also review your bill if we suspect an issue. Following a review, you may be required to pay any outstanding amounts properly billed to you or we may adjust your bill in line with any amounts incorrectly billed (or not billed) to you, and we will do so in line with the Energy Laws. We will inform you of the outcome of a review as soon as reasonably possible.

If you have asked for your meter or meter reading to be checked, we may require you to pay for the cost of the check. This amount will be refunded to you if the meter is found to be faulty or incorrect.

While your bill is being reviewed, you still need to pay the portion of your bill that is not under review (or if less, an amount equal to the average of your bills over the previous 12 months). You must also pay any other bills that are properly due.

## **6. Credit and Security Deposits**

### 6.1 Credit criteria

You must meet Mojo's credit criteria, and you consent to us obtaining information relating to your credit history in order for us to check your suitability against these criteria. We will manage your credit related information in accordance with our Privacy Policy (see **section 10.2**).

### 6.2 Security deposit

You may be required to pay a Security Deposit if we require you to do so, which will only be in the circumstances permitted under the Energy Laws. We will pay you interest on your Security Deposit in line with the Energy Laws.

We may use your Security Deposit, and any interest earned on it, to offset any amount you owe us if you fail to pay a bill. We will let you know if this happens and will only do so in accordance with the Energy Laws.

Your Security Deposit and any accrued interest will be applied as a credit on your next bill if we decide that it is no longer required.

## **7. Other important things you need to do**

### 7.1 Your details

We need your up-to-date personal details in order to provide you energy + benefits. You can check and update your details by signing into MyMojo at [mojopower.com.au](http://mojopower.com.au).

### 7.2 Access to your meter

Mojo, Metering Provider, Metering Data Provider, Distributor and any other qualified provider will from time to time require access to your Property for the replacement, reading or servicing of your meter and other equipment provided by us. You must allow safe, unhindered and easy access to your Property for this purpose, otherwise our obligations under this contract may be suspended until you do.

### 7.3 Meter and other equipment

Your meter, equipment otherwise associated with your electricity supply or equipment provided by us must be kept in good condition and not damaged or interfered with in any way. The meter and other equipment associated with your electricity supply is the property of a third party and unless we otherwise agree, equipment provided by us is the property of Mojo. You must contact us as soon as you become aware of any issues or if any potential risks arise that may affect this property, e.g. if any works need to be carried out near the

equipment, and ensure only qualified people perform any work near your meter or equipment.

#### 7.4 Your electricity

The electricity used at your Property is within your control and is your responsibility once it passes the point of connection at your Property.

Illegal use of electricity at your Property is prohibited under your contract. We require you to not, and take reasonable steps to ensure others do not, illegally use electricity at your Property.

#### 7.5 Life support equipment

It is important that you tell us or your Distributor if you or a person living at your Property requires life support equipment, or if life support equipment is no longer required. You can tell us by sending us an email.

### 8. When your contract ends

#### 8.1 How you can cancel your contract

You can cancel your contract at any time by contacting us or by returning the Cancellation Form that you may have received with your contract (it is also available [here](#)). Your contract will then end after 20 Business Days, or immediately if you cancel within the cooling off period (see **section 2**).

#### 8.2 How cancellation may otherwise occur

Your contract can also be cancelled if:

- your Property is not transferred to us as your retailer within 3 months of you agreeing to this contract;
- you do not enter into and maintain a valid direct debit request service agreement with us or verify your contact details (see **section 3.2**);
- another retailer becomes the electricity retailer for your Property;
- you enter into a new contract with us to supply electricity to your Property;
- another person enters into a new contract with us for your Property;
- you move out of your Property and have paid our final bill;
- your Property has been disconnected for 10 Business Days and you do not have a right to be reconnected;
- we give you at least 20 Business Days' notice that your contract is being cancelled by us.

#### 8.3 What happens after cancellation

If your contract is cancelled, you may be required to return any products provided to you under this contract within a reasonable timeframe.

If we continue to be the electricity retailer for your Property after cancellation, the Standard Retail Contract will apply to you unless:

- (a) you move or enter into a new contract with us or another retailer for your Property; or
- (b) we agree to continue to supply to you on the same terms as this contract.

Any rights or remedies accrued by you or us before the end of this contract will not be affected by this contract ending. **Sections 5, 6, 8 and 10** also survive this contract ending.

#### 8.4 Moving?

If you are moving, you must give us at least 5 Business Days' notice. We will then arrange a final meter reading for an agreed date, or as soon as possible if your meter cannot be accessed on that date. You are responsible for the rates and charges for your Property up to your final meter reading or until you move, whichever is later. If you do not tell us that you are moving, you are responsible for the rates and charges for your Property until:

- (a) we find out you have moved and a final meter reading has been taken;
- (b) the electricity supply has been disconnected or transferred to another retailer; or
- (c) we enter into a new contract for the Property.

### 9. Disconnection

We may arrange for the electricity supply at your Property to be disconnected if any of the following events occur (unless the Energy Laws prohibit us from doing so):

- you ask us to disconnect your Property or you move out;
  - (b) you fail to pay your bill by the Due Date and have not responded to the relevant notices we may send to you in relation to your non-payment;
- you have not agreed to pay your bill by instalments or you have failed to adhere to your instalment plan;
  - (c) you refuse to provide a Security Deposit;
  - (d) you fail to allow access to your meter for 3 consecutive meter readings;
  - (e) electricity has been fraudulently or illegally used at your Property; or
  - (f) we are otherwise entitled or required to do so by law.

Before disconnecting you, we will notify you in line with the Energy Laws (except where we are not required to, e.g. safety issue). We will also follow restrictions in the Energy Laws on when disconnections cannot occur, e.g. life support equipment is registered for your Property.

### 10. General things for you to know

#### 10.1 Complaints process

If you have any enquiries or complaints, please contact us at [complaints@mojopower.com.au](mailto:complaints@mojopower.com.au). We will follow our complaints process and inform you of the outcome. A copy of our complaints policy is available [here](#). If you are not satisfied with our response, you may contact the Energy Ombudsman in your state. The details of the Ombudsman are provided on our website [here](#).

#### 10.2 Privacy

We will comply with all relevant privacy laws regarding your personal information. You give us consent to collect, use, store and disclose your personal information (including your

credit related information). Your personal information may also include data that we collect from your meter, and we may use this information to be able to provide products and services to you. Our Privacy Policy and Credit Reporting Policy sets out our use of the personal information, copies of which are available [here](#).

### 10.3 Changes to your contract

In addition to varying your rates and charges under **section 4.2**, changes to your contract can be made where:

- (a) we give you one month's notice and you accept the change by not cancelling the contract during that month;
- (b) we need to make a change due to a law and we notify you of the change; or
- (c) you and we otherwise agree.

### 10.4 How we may contact you

If we need to deliver notices to you, we will do so in writing (unless the Energy Laws say otherwise):

- (a) in person;
- (b) by post (notice is taken as received 2 Business Days after it was posted);
- (c) by electronic message, including email, SMS, electronic message to MyMojo and mobile application messages (notice is taken as received on the date of transmission); or
- (d) by a message from us on your bill.

### 10.5 Quality control

We may contact you as part of our quality control processes to check you are satisfied with our service and your understanding of this contract.

### 10.6 Warranties

To the extent permitted by law, the only warranties that apply to this contract are expressly stated in this document. However, you have non-excludable warranties under the *Competition and Consumer Act 2010* (Cth).

### 10.7 Events beyond our control

If we cannot meet an obligation under your contract (except an obligation to pay money) because of an event beyond our control, we must:

- (a) use our best endeavours to minimise the effects of the event; and
- (b) promptly notify you with the full details of the event, including its likely duration and the steps being taken to minimise its effects. (If the event has widespread effects, we will notify you via a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.)

The obligation that cannot be met due to the event is then suspended to the extent it is affected by the event.

## 10.8 Mojo exclusions

Subject to the Energy Laws and the Excluded Provisions:

- (a) we are not liable to you for any loss or damage connected to or arising from this contract, except where we breach this contract or are negligent;
- (b) we are not liable and make no representation to you on the reliability, quality, safety of your electricity supply (your Distributor is responsible for the physical supply of your electricity) or any other goods or services provided to you under this contract;
- (c) you are responsible for investigating the suitability of our products and services before accepting them and we are not liable for any loss or damage resulting from any unsuitability or a change of mind;
- (d) we are not responsible for any representations made by third parties or for fulfilling any obligations you have if you purchase any third party products or services outside of this contract, and we are not liable for any resulting loss or damage;
- (e) you indemnify us against any loss or damage connected to or arising from the use of energy supplied to you, your breach of this contract or your negligence up to the amount we would otherwise have been able to recover at law; and
- (f) we may set off any amount we owe you against any amount you owe us.

## 10.9 Applicable law and contract application

The laws of the state in which your Property is located apply to this contract. If there is any inconsistency between this contract and the Energy Laws, this contract prevails to the extent permitted under the Energy Laws.

If any part of this contract is found to be unenforceable, that part will not apply but the rest of the contract will apply unchanged.

## 10.10 Assignment

We may assign, transfer or novate of the whole or any part of our interest in this contract to a party who acquires all or a substantial portion of the assets of our business and we will notify you if this occurs

# 11. Terminology

## 11.1 References to documents

A reference in this contract to:

- this contract or another document includes any changes to them;
- the law includes the Energy laws;
- any law includes any regulations or instruments related to that law and any changes to any of them;
- a meter includes a Smart Meter; and
- us supplying you with electricity or connecting your Property means we will arrange for your Distributor to do so. (The physical connection of your electricity is your Distributor's role. This is covered under a separate customer connection contract between you and your Distributor).

## 11.2 Definitions

**Australian Consumer Law** has the meaning given in the *Competition and Consumer Act 2010 (Cth)*.

**Billing Period** means any period in which a bill is or may be issued.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the capital city in which your Property is located.

**Distributor** means the entity responsible for the physical supply of electricity and connection to your Property.

**Due Date** means the due date for a bill issued under **section 5** or such other date as we agree with you.

**Energy Laws** means the laws, rules and regulations on energy applicable to the retail of electricity applicable in the State of supply, including the instruments made under them, which include the National Energy Retail Rules.

**Energy Price Fact Sheet** means the documented rates, fees and charges applicable to your contract. At the time you enter into this contract, this will comprise the document “Energy Price Fact Sheet” provided to you (with the applicable usage and supply rates in the document to be confirmed shortly after you enter into this contract), which may be amended by us from time to time in accordance with your contract or if the Standard Rates and Charges apply to you under this contract.

**Excluded Provisions** means sections 119 and 120 of the National Electricity Law and sections 97 and 97A of *Electricity Act 1994 (Qld)*.

**Implementation Act** means if you are a NSW customer, the *National Electricity (New South Wales) Act 1997 (NSW)* and if you are a Queensland customer, the *National Energy Retail Law (Queensland) Act 2014 (Qld)*.

**Metering Data Provider** means a metering data provider under the National Electricity Rules that is accredited by and registered with the Australian Energy Market Operator.

**Metering Provider** means a metering provider under the National Electricity Rules that is accredited by and registered with the Australian Energy Market Operator.

**Mojo, our, us, or we** means Mojo Power Pty Ltd ABN 85 604 909 837.

**Mojo Rates** means the rates and charges for usage and supply charges detailed in the Market Offer Energy Price Fact Sheet relevant to the time of your bill.

**MyMojo** means your unique customer portal at [mojopower.com.au](http://mojopower.com.au) available to you to manage your contract and gain access to related information including electricity usage, bills and payment history and communications from Mojo.

**National Electricity Law** means the National Electricity Law, as enacted under the Implementation Act.

**National Energy Retail Law** means the law applying under the Implementation Act.

**National Rules** means the National Energy Retail Rules made under clause 238 of the National Energy Retail Law.

**Non-Standard Work** is defined in **section 3.3**.

**Property** means the service address to which electricity is supplied under this contract.

**Security Deposit** means an amount of money paid or payable to us as security against non-payment of a bill in line with the National Rules.

**Small Customer** means a residential customer or a business customer who consumes energy at or below a level determined under the Energy Laws.

**Smart Meter** means a Mojo-specified Type 4 digital metering device compliant with specifications set out in the National Electricity Rules (made under the National Electricity Law, or an alternate metering device that records your electricity consumption in short intervals that we determine meets similar specifications).

**Standing Offer Rates and Charges** means the standing offer rates and charges available [here](#).

**Standing Offer Contract** means Mojo's Standing Offer Contract applying to you in your respective State, available [here](#).

Version 4.1 December 2017