

# Enova Energy Market Retail Contract

Covering all Enova Energy Plans including  
Electricity for Consumer and Business Customers,  
Plus GreenPower, Community Renewable and Renewable  
Development Initiative options.

New South Wales, Australian Capital  
Territory, Queensland and South Australia

**Terms & Conditions**  
**January 2021**

Enova Energy Pty Ltd . ABN 16 606 176 756

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## 1 This Market Retail Contract (“Contract”)

The terms and conditions in this document are your Market Retail Contract (“Contract”). It sets out the terms on which we will sell Energy to you, your payment and other obligations related to the sale and delivery of Energy to your Supply Address.

Your agreement with us includes this Market Retail Contract and your Energy Plan (together, the Customer Agreement). Each Energy Plan also has a Price Fact Sheet which lists all charges and fees you must pay under the Customer Agreement. You must give your Explicit Informed Consent to key features of the Contract as set out in your Energy Plan.

## 2 How this Customer Agreement applies to you

The terms and conditions in this Customer Agreement apply to you, if:

- your supply address is in New South Wales, Australian Capital Territory, Queensland or South Australia;
- you are residential customer; you are a business customer in;
- New South Wales, Australian Capital Territory or Queensland who is consuming less than 100MWh of electricity per year; or
- South Australia who is consuming less than 160MWh of electricity per year; and
- you have accepted one of our offers to supply electricity to you.

We reserve the right to terminate this Customer Agreement if the Distributor reclassifies your meter at your supply address as large customer according to the Regulatory Requirements.

## 3 The Parties

This Customer Agreement is between:

Enova Energy Pty Ltd ABN 16 606 176 756, who sells energy to you at your Supply Address (in this Customer Agreement referred to as “we”, “our” or “us”); and You, the customer to whom this Customer Agreement applies (in this Customer Agreement referred to as “you” or “your”).

## 4 This Customer Agreement and the Regulatory Requirements

If any matter that is required to be included in this

Customer Agreement by a Regulatory Requirement is not expressly dealt with in this Customer Agreement, the Regulatory Requirement is incorporated as if it were a term of this Customer Agreement.

If there is any inconsistency between this Customer Agreement and a Regulatory Requirement, then this Customer Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

## 5 Start and end date of this Customer Agreement

This Customer Agreement starts on the Acceptance Date and continues until you or we end it. For information about how this Customer Agreement can end see clauses 6, 7, 23 and 24.

We will start to sell you energy and other products on the date your Supply Address transfers to us after the 10 Business Day cooling off period or another date we agree with you.

This Customer Agreement will supersede any other contract you have with us at this supply address along with any benefits associated with that contract.

## 6 Cooling off period

You may cancel or withdraw from the Customer Agreement without reason or penalty within 10 business days from the day you receive it. To cancel you may call or write to us on 02 5622 1700 or [customercare@enovaenergy.com.au](mailto:customercare@enovaenergy.com.au).

## 7 Transferring to Enova

We will arrange for your Supply Address to transfer to us from your current retailer if we are not already your existing retailer for this Supply Address. You agree to us taking all necessary actions to do this.

You also agree that we have the right to stop the transfer process and cancel your Customer Agreement for any reason without penalty at any time before it is completed, including if and when:

- the transfer process is delayed and does not occur on your next scheduled meter read or the date we schedule a special meter read with you;
- during the course of the transfer process we form a view that you have not satisfied our credit requirements; or
- any information in the Energy Plan is incorrect or based on incorrect information provided by you.

If we cancel your Customer Agreement, we may endeavour to assist you to find arrangements with another retailer.

## 8 Your creditworthiness

You consent to us conducting a credit assessment of you and to using any information we are permitted by law to use to establish your creditworthiness.

We may disclose your personal information to a credit reporting agency for the following purposes:

- to obtain a consumer or commercial credit report about you if you have applied for consumer or commercial credit; and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The type of information we may disclose is limited to:

- your identity particulars;
- the fact you are entering into an agreement with us;
- the fact that we are a current credit provider to you;
- any payments overdue for more than 60 days that we have taken steps to recover;
- information that payments are no longer overdue;
- dishonoured payments — if a payment from you for more than \$100 has been dishonoured more than twice.

This information may be given before, during or after the provision of credit to you.

If you are purchasing, or have agreed to purchase, electricity from us you agree we may also exchange permitted credit information about you with other credit providers to assess your creditworthiness and in circumstances of default (either with us or with the other credit provider).

Depending on your creditworthiness we may require you to pay us a Security Deposit. In doing so we will conform to any Regulatory Requirements.

## 9 Energy Plans and this Contract

If your Customer Agreement has an Energy Plan which provides benefits for a particular period (e.g. 12 months), this Contract will continue after your Energy Plan ends. If your Customer Agreement has an Energy Plan which has benefits that end on a specific date, this Contract will continue after your Energy Plan ends.

We will notify you when your Energy Plan is about to end as required by law. If you do not tell us you want to change your Energy Plan, we may place you on a new Energy Plan and advise you of the benefits and features associated with this plan.

The new Energy Plan will then become part of your Customer Agreement. Until you notify us that you do not want to take up the new Energy Plan, we will consider that you have agreed to the new Energy Plan.

We also know that circumstances change, so you can contact us at any time to change your Energy Plan.

If at any time you cancel or terminate this Contract, your Energy Plan will also end.

## 10 Charges you have to pay

You are required to pay us the Charges, which include:

- supply charges - daily charges, regardless of how much energy you use (a flag fall)
- energy usage charges - based on the amount of energy you use
- the price of other goods and services you choose to buy from us, including GreenPower, Renewable Development Initiative and Community Renewable.;
- other fees and charges related to the supply and usage of electricity outlined in your Energy Plan;
- any charges that your Distributor or any other third party imposes on us in relation to services performed by your Distributor or the third party at your Supply Address, including but not limited to a disconnection fee, reconnection fee, special meter reading fee and meter supply installation, and/or service fees. These charges are set by your Distributor or the third party from time to time
- any fees associated with the supply and ongoing maintenance of a Digital (or smart) Meter installed at your property. These fees apply to you and they will be set out in your energy plan, and
- any taxes, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply electricity and other goods and services to you.

You will not have to pay exit fees or early termination fees.

For full information on all charges and fees payable by you, refer to your Energy Plan or Energy Price Fact Sheet.

If you breach this Customer Agreement or a provision of the Regulatory Requirements you will be required to pay any reasonable costs we incur as a result of that breach, as well as any reasonable fees we charge in relation to that breach. The amount we recover from you will not be more than our entitlement to compensation under the law.

We may also require you to pay any reasonable costs that we incur as a result of arranging network and connection services for you, provided that we disclose these reasonable costs to you prior to us arranging the network and connection services. These costs are in addition to any Charges from the Distributor that you are required to pay for those services.

There are additional fees which also form part of Charges if they apply to you and are set out below. If these fees apply, they will be set out in your Energy Plan.

- Card payment fee for paying by Mastercard or Visa to cover the merchant services fee charged to us.
- Late payment fee to compensate us for our costs and losses if you pay your bill or monthly instalment (or part thereof) after the Due Date.
- Payment processing fee for paying your bill over the counter at a third-party payment channel
- Paper bill fee to cover printing and postage when you receive paper bills
- Any fees or costs we incur if your payment is dishonoured or reversed.
- Any other amounts referred to in this Customer Agreement.

## 11 Varying the Charges

The underlying rates (daily supply charge and energy usage charge) you pay for energy are set out in your Energy Plan and Energy Price Fact Sheet and can change from time to time. These changes are usually due to changes in Distributor pricing but can occur for other reasons, for example the introduction of a new tax. The terms of this Customer Agreement allow us to change these rates at any time. We may also vary the amount, nature and structure of any of the Charges.

Any changes will be outlined on your next bill or in writing or email to you. However, we will usually give you advance notice of changes to charges and fees.

We can also vary the Charges if:

- the underlying Distributor tariff is changed with your agreement;

- any of the information we used in determining the Charges for Energy is incorrect (such as your supply area or meter type); or
- the meter at your Supply Address is changed from an Accumulation Meter to a Digital Meter.

Any changes will be applied pro-rata for the billing period in which they are introduced.

## 12 Delivery mode for bills

### Electronic Billing

We will issue your bill to your nominated email address. We may explicitly exempt you from this and make alternative arrangements.

### Paper Bills

If you have not provided us with an active email address, we will issue your bill to your nominated postal address. You will have to pay the fees associated with this option.

If you choose a postal address which is different to the Supply Address and we cannot contact you at that address we will send the bill to the Supply Address and you will be deemed to have received it.

## 13 Calculation of the bill

Your electricity usage is calculated using the actual meter readings on the meter at your Supply Address, or by estimating the readings. If your bill is estimated, we will adjust the usage once we have received an actual reading and your subsequent bill will be adjusted for the difference between the estimate and your actual usage.

## 14 Meter reading

We will use our best endeavours to read your meter once every three months. However, if we or our representatives have difficulty gaining access to your meters then we will not be able to provide an accurate reading. Under these circumstances we are required to read your meter at least once every 12 months. You must not hinder us or our representatives and must provide safe access for the purposes of reading or servicing your meter.

## 15 Billing Period

The Billing Period will be at least every three months. If you have a Digital Meter we may change the Billing Period to more frequent periods. We will advise of any changes to the billing frequency. However, you

will always be required to make a monthly payment – see clause 17 below.

## 16 Review of bills

If you consider any aspects of the bill to be incorrect, we will review your bill at your request. You must pay the portion of your bill that is not in dispute.

If the bill is correct, you must pay any unpaid amount. If you believe your meter is faulty, you may request a test. If your meter is found to comply with industry regulations, you must pay any unpaid amount and the cost of the test. If your meter does not comply with industry regulations and your bill is incorrect, we will adjust it and may waive the cost of the test. If we have undercharged you, we may recover that amount as long as we comply with Regulatory Requirements.

## 17 Monthly Payment Agreement

You agree to a Monthly Payment Arrangement under this Customer Agreement.

If you have an accumulation meter:

- you will pay monthly instalments at an amount and by the dates which we determine at the start of your Energy Plan, and
- the amount of your monthly instalment is calculated based on an estimate of how much electricity you will use.

If you have a Digital Meter, the amount of your monthly bill and payment due is based on the actual amount of electricity you use.

Under your Monthly Payment Arrangement with us, in respect of a quarterly Billing Period, you must pay two monthly instalments followed by a settlement amount in the third month, when you will pay the balance you owe for that quarter. The settlement amount is calculated as the total charges applicable to your energy usage and supply for the quarterly Billing Period, plus any additional fees and charges where applicable, less applicable discounts and benefits, and monthly instalments payments made relating to that quarter.

If you are paying by direct debit, we will deduct the funds from your account on the same day every month (except if the day falls on a weekend or public holiday in which case it will be the next business day). At the end of the billing quarter, if this day falls before you receive your bill, we will deduct the monthly instalment amount and adjust the next monthly instalment payment to reflect the settlement amount.

In some circumstances we may exempt you from the

requirement to pay monthly instalments, for example, if the monthly instalment is a small amount.

If you have a credit balance on any bill, it will be carried forward to the next bill.

Enova may review and change the monthly instalment amount at any time. We will contact you if this applies to you.

You can also request a review of the monthly instalment at any time, however a decision regarding whether the amount will change will be at the discretion of Enova.

You must pay each monthly instalment and each bill in full by the Due Date. You can pay your monthly instalment and bill by any of the options listed on your bill or our website.

## 18 Payment difficulties

We know that anyone can experience financial difficulties at any time. If you do find that you cannot pay by the Due Date or are experiencing financial difficulties, please contact us as soon as possible. We are understanding and want to help.

There are a range of options available to you. We can:

- provide you with details of concessions or rebates that may apply to you;
- discuss alternative payment options;
- provide you with advice about energy efficiency;
- provide advice on the availability of independent financial counsellors.

If your financial difficulties are long term, then we have a range of Hardship Payment Plans that might help. We may also be able to give you information about government support.

## 19 Credit Management and Debt Collection

As a community owned energy retailer, the last thing we want to do is take legal action against you or disconnect your electricity supply. Before we commence legal action we will assess your capacity to pay and try to enter repayment arrangement with you.

If you are a residential customer and continue to make payments in accordance with an agreed Hardship Payment Plan, we will not proceed with legal action.

If you are a Business Customer, we may charge you interest on a late payment if we haven't charged a late payment fee or if we are not fully compensated

for our costs and losses through the late payment fee. We may also:

- cease providing benefits under your energy plan;
- charge you a late payment fee;
- apply a security deposit.

If you do not pay by the due date and do not contact us to discuss alternative payment options, we may do one or more of the following:

- disconnect your Energy supply after complying with all Regulatory Requirements (see clause 20 for more details);
- place your debt in the hands of a debt collection agency.

## 20 Disconnection

We will only disconnect you after making all reasonable attempts to reach a repayment arrangement with you. We will follow procedures set out in the Regulatory Requirements before we disconnect you. This includes contacting you or giving you notice prior to disconnection, where we have your up-to-date contact details.

We may arrange for disconnection of your Energy supply, unless the Regulatory Requirements prohibit it, if:

- you're a Small Customer and you fail to pay Charges or other amounts on your bill related to the sale of Energy by the Due Date;
- your meter has not been able to be read
- you have refused to provide a Security Deposit;
- you have used Energy at the Supply Address fraudulently, or intentionally used it contrary to Energy laws;
- if you have not agreed to a Hardship Payment Plan or other payment option when we have required you to do so; or
- if you haven't paid in accordance with an agreed Hardship Payment Plan or other payment option.

## 21 Your obligations

You own the Electricity supplied under this Customer Agreement once it reaches the connection point at your Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;

- any other contact details you give us are correct; and
- you let us know as soon as possible if any information you have given us changes.

You must give us and other relevant people (including your Distributor) safe, convenient and easy access to the meter at the Supply Address so it can be read and accessed for maintenance, connection and disconnection purposes. If you do not do so and we bill you based on an estimate of your usage, we may charge you an additional fee if you ask for a bill based on your actual usage. You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Customer Agreement;
- make sure the Energy infrastructure at your Supply Address is in good condition and not damaged or interfered with in any way;
- allow only appropriately qualified and accredited people to carry out any work in connection with that infrastructure; and
- not bypass your meter or interfere with the distribution system or allow anyone else to do so.

## 22 Your Distributor and your Energy supply

As an Energy retailer we have no control over the physical supply of Energy at your supply address. This is the responsibility of your Distributor. This means that we are not responsible for the safety, quality, continuity or reliability of your Energy supply, and make no promises or representations to you about these things.

Your Energy supply is subject to a variety of factors including accidents, emergencies and weather conditions.

Accordingly, your Energy supply may be interrupted from time to time for but not limited to the reasons outlined above. It may also be interrupted by us, your Meter Service Provider, Distributor or another person to install, maintain, repair or replace a meter.

We will try to keep you informed if this happens.

Under the Regulatory Requirements you must comply and cooperate with any reasonable requests your Distributor makes of you.

## 23 Ending this Customer Agreement

We can end this Customer Agreement by giving you 20 Business Days' notice.



You can end this Customer Agreement by giving us at least 3 Business Days' notice in writing or by phone, when:

- You transfer the Supply Address to another retailer; or
- You request us to disconnect your Energy supply at your Supply Address, in which case this Customer Agreement ends after disconnection.

This Customer Agreement will also end:

- 10 Business Days after you have been disconnected, if you do not have a right to be reconnected;
- where another person starts being supplied with Energy at the Supply Address with us or with another retailer; or
- if we are no longer entitled to sell Energy due to a Last Resort Event.

## 24 What happens when this Customer Agreement ends

If this Customer Agreement ends and you remain responsible for the Supply Address and the Supply Address remains connected, we will continue to sell you Energy on the same terms of this Contract until you enter into a new agreement with us or transfer your Supply Address to a new energy retailer.

This clause and the provisions of this Contract about privacy, liability, notices, governing law and payment will survive this Contract ending. This Contract ending will not prejudice any rights or remedies that you or we have that accrued before the Contract ends.

## 25 Moving in and moving out

If you intend to move from your Supply Address, you must give us at least 3 Business Days' notice of the date when you intend to vacate and give us a forwarding address where we can send you a final bill. When we receive the notice, we will use our best endeavours to ensure that the meter is read at a date and time agreed with you (or as soon as possible after that date if you do not provide access to your meter on that date).

If you move, this Customer Agreement (including any Energy Plan) will end from the date you do so.

Your obligation to pay us for electricity consumed at the Supply Address continues until and terminates with effect from three business days from the date of your notice to us, or the date you vacate the Supply Address – whichever occurs last. If you do not provide the required notice, or if you do not provide access to

your meter, you will be liable for all charges in relation to the electricity sale and supply to your Supply Address that relate to the quantity of electricity consumed at your Supply Address, until:

- we become aware that you have vacated your Supply Address and your meter has been read;
- you give us the required notice and provide safe access to your meter;
- the electricity supply is discontinued or transferred; or
- we enter into a new supply arrangement in relation to the Supply Address.

## 26 GreenPower

If you choose GreenPower in your Enova Energy Plan, we will source the equivalent amount of Electricity from GreenPower accredited renewable sources to match your chosen percentage of your Energy usage. We will stop supplying you with your chosen GreenPower option if:

- you tell us you no longer want that option,
- we give you at least 20 Business Days' notice, or
- this Contract ends.

We may also stop supplying you with GreenPower if you do not pay your Enova energy account by the Due Date.

## 27 Community Renewable and Renewable Development Initiative

If you choose Enova Community Renewable Energy in your Enova Energy Plan, we will source the equivalent amount of Electricity from an Enova accredited renewable source to match your chosen percentage of your Energy usage.

If you choose the Renewable Development Initiative option in your Enova Energy Plan, we will direct your additional payments into an Enova accredited renewable energy generation project.

We will stop supplying you with your chosen option if:

- you tell us you no longer want that option,
- we give you at least 20 Business Days' notice, or
- this Contract ends.

We may stop supplying you with Renewable Energy if you do not pay your monthly instalment or bill by the Due Date.

## 28 Solar feed-in tariff

If you elect to include a solar feed-in tariff in your Enova Energy Plan, we will pay you a feed-in tariff for any electricity which is exported to the electricity grid provided you have a Distributor approved and connected solar photovoltaic system installed at your Supply Address.

Where we are not able to reasonably calculate the feed-in credit using an actual meter reading, we may delay payment of a credit until the Distributor or Meter Service Provider either estimates the electricity exported or provides an actual read.

The solar feed-in tariff is shown on your bill as a credit. Any overpayment or over your solar feed-in tariff on the bill is treated as an undercharge. The feed-in tariff rates are set out in the Energy Price Fact Sheet.

We may vary the amount of, or cancel, the feed-in tariff at any time by notice to you unless your plan states otherwise.

## 29 Digital (or smart) Meters

We may recommend replacing your existing basic meter with a Digital (or smart) Meter. If we do so, we will give you notice beforehand. You have the right to choose not to have your meter replaced unless:

- we are required by the Regulatory Requirements to install a Digital Meter, for example if your existing meter is faulty; or
- you have requested or agreed to the installation of a Digital Meter.

You agree that we may temporarily interrupt the supply of electricity to your Supply Address for the purpose of installation, maintenance, repair or replacement of a Digital Meter. If your electricity supply will be affected:

- we will give you at least 4 Business Days' notice of this; unless
- you have notified us that life support equipment is used at your Supply Address, in which case we will discuss the interruption with you beforehand.

## 30 Varying the Customer Agreement

We can vary the Customer Agreement where:

- we give you 20 Business Days' notice of the variation; and
- you accept the change by not terminating the Customer Agreement during that period.

We may also vary the Customer Agreement by notice to you if we need to do so because the Regulatory Requirements change.

See clause 37 for details of how we will give you notice.

## 31 Force Majeure Event

A Force Majeure Event is one not within our or your reasonable control and could not be prevented, overcome or remedied by our or your reasonable effort; and results in you or us being unable to meet an obligation under this Agreement (examples include war, natural disaster, bush fire, pandemic or other act of god).

If, as a result of a Force Majeure Event, either you or we would be in breach of this Customer Agreement then your or our obligations under this Customer Agreement are suspended to the extent that they are affected by the Force Majeure Event, except that both we and you must comply with our obligations in the applicable Regulatory Requirements. This applies for as long as the Force Majeure Event continues.

The party affected by a Force Majeure Event must give the other party prompt notice of the Force Majeure Event, including full information about the Force Majeure Event, an estimate of its likely duration, the obligations affected by it, the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

If the effects of a Force Majeure Event are widespread we will be deemed to have given you prompt notice of the Force Majeure Event if we make the necessary information available to you by way of a 24-hour telephone service within 30 minutes of being advised of the Force Majeure Event or otherwise as soon as practicable.

A person claiming a Force Majeure Event must use their best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. This does not require either of us to settle any industrial dispute in any way we do not want to.

## 32 Liability

Subject to the Regulatory Requirements, and to the extent permitted by law:

- we are not liable to you for any loss or damage in connection with or arising out of the Customer Agreement, except where we breach the Customer Agreement or are negligent;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of the Customer Agreement or negligence; and

- you indemnify us and any third party against any liability in connection with or arising out of the use of Energy supplied under the Customer Agreement after ownership passes to you.

The Customer Agreement does not vary or exclude the operation of:

- sections 119 and 120 of the National Electricity Law, or
- section 316 of the National Energy Retail Law.

### 33 Warranties and rights

To the fullest extent permitted by law, all warranties implied by common law or statute are excluded from this Customer Agreement. You have non-excludable rights under the Australian Consumer Law as a consumer of the electricity we provide to you. If any part of this Customer Agreement is unlawful, unenforceable or invalid, that part is to be treated as removed from the Customer Agreement, but the rest of the Customer Agreement is not affected.

### 34 What laws apply

This Customer Agreement is governed by the laws in force in the State or Territory of your Supply Address.

### 35 Your privacy

We collect your personal information and confidential information (including metering data) where it is required under the Regulatory Requirements and because without it, we cannot provide you with electricity and related products and services under this Customer Agreement with you. We may also collect sensitive information about you (for example, if you notify us that life support equipment is used at your Supply Address).

You give your consent to our exchanging your information with our related bodies, corporate agents and contractors (such as debt collection agencies) and, where relevant, your Distributor and other electricity retailers, where required to provide you with those products and services and also for any other purpose you have consented to or as authorised by law.

We may also disclose your personal information to a credit reporting agency in certain circumstances. If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement.

To access the personal information we hold about

you, call us on (02) 5622 1700.

Our privacy policy is available at: [www.enovaenergy.com.au](http://www.enovaenergy.com.au).

### 36 Marketing

We may communicate with you about our offers, even after this Contract ends. If you do not want to receive these offers, please let us know by completing the online opt out form at [www.enovaenergy.com.au](http://www.enovaenergy.com.au) or write to:

Enova Energy  
P.O. Box 435  
Byron Bay NSW 2481

### 37 Notices

You agree, to the extent permitted by the Regulatory Requirements, to receiving a notice, consent and all other communications by email, a message on the bill or SMS.

In relation to notices delivered by email, you warrant that:

- your computer can receive our emails;
- your computer can receive and open PDF files;
- you have provided us with a valid and current email address;
- you understand that email communications cannot be guaranteed to be timely, totally secure, error or virus-free and that we do not accept liability arising out of email communications;
- if you change your email address, you will advise us as soon as possible.

In respect of email, we will assume that you have received and read the email from us, unless we receive an electronic notification that an email cannot be delivered.

If we are unable, for whatever reason, to send you notices and communications by email, we will mail them to your postal address.

If we cannot contact you at your postal address (e.g. a notice is returned to us), we may send the notice to the Supply Address and you will be deemed to have received it.

We may make alternative arrangements with you such as by post if you are unable to receive electronic modes of communication.

### 38 Customer service and complaints

If you have an enquiry, complaint or dispute relating to our service or your bill, including relating to any electricity marketing activity conducted on our behalf, please call us on (02) 5622 1700 and we will work to satisfy your concerns.

We will handle your complaint according to our standard complaints and dispute resolution procedures.

You can get a copy of these procedures at [www.enovaenergy.com.au](http://www.enovaenergy.com.au) or by asking us to send a copy to you. We must also inform you of the outcome of your complaint.

If you still believe that your complaint has not been satisfactorily resolved, you can contact the New South Wales Energy and Water Ombudsman on 1800 246 545 or at [www.ewon.com.au](http://www.ewon.com.au) or contact the Queensland Energy and Water Ombudsman on 1800 662 837 or at [www.ewoq.com.au](http://www.ewoq.com.au).

### 39 Assignment or novation

We may only assign this contract with your consent unless we transfer all or substantially all of our retail business to a third party or related body corporate, in which case we do not require your consent. You may not assign, transfer or novate this Customer Agreement without our consent.

### 40 Meaning of terms in this Contract and Customer Agreement

**Acceptance Date** means the date specified in the Plan Summary, or if no date is specified, the date you accept this Customer Agreement over the phone or on-line.

**Accumulation Meter** means a single rate or flat meter that measures how much electricity has been consumed at a Supply Address; this is a non-digital meter that charges the same rate for electricity regardless of the time of day that power is used. Also known as a basic meter.

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

**Business Customer** means a Customer who is not a Residential Customer.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

**Charges** means the charges and fees described or set out in clause 10 of this Contract.

**Contract** means this Market Retail Contract.

**Contract Terms** means the terms and conditions in this document.

**Customer** means a Small Customer.

**Customer Agreement** means this Market Retail Contract and the Energy Plan collectively.

**Digital Meter** means a meter which records electricity consumption at pre-determined intervals, has two-way communication capability and can be read remotely. Also known as a smart meter.

**Distributor** means the person who operates the distribution system to which your Supply Address is connected.

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

**Energy** means electricity.

**Energy Plan** means any document titled 'Energy Plan' and provided to you with this Market Retail Contract. It includes a Plan Summary, Things You Should Know About Your Energy Plan and Terms and Conditions.

**Energy Price Fact Sheet** means a document that sets out the usage and supply Charges and other common Charges for our Energy Plans.

**Force Majeure** has the meaning given in clause 31.

**Hardship Payment Plan** means a payment plan for a person experiencing hardship in respect of their energy bills.

**Last Resort Event** means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.

**Meter Service Provider** means any person providing services on our behalf or Distributor's behalf in relation to:

- the meter, including to read, install, inspect, test, repair, maintain, alter or replace it;
- processing meter data and providing it to us and other third parties who need it in relation to your energy supply; and
- energy supply, such as disconnection or reconnection of your energy supply.

**Monthly Payment Arrangement** means an arrangement with the customer to pay regular monthly instalments and the bill.

**National Energy Retail Law** means the law applying in New South Wales, South Australia, Queensland and the Australian Capital Territory to the sale and supply of electricity.

**National Energy Retail Rules** means the rules made under the National Energy Retail Law.

**Plan Summary** means the document entitled Plan Summary provided to you with this Contract.

**Regulatory Requirements** means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of Energy to your Supply Address. These include the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988 (Cth), the National Energy Retail Law and the National Energy Retail Rules.

**Residential Customer** means a Customer who purchases Energy predominantly for personal, domestic or household use.

**Security Deposit** means an amount of money or other arrangement to provide security against you not paying a bill.

**Small Customer** means a Small Electricity Customer.

**Small Electricity Customer** means a small customer for the purposes of the National Energy Retail Law.

**Supply Address** means the premises specified as the supply address in the Details section.

**Supply Start Date** means the supply start date set out in the Details section or otherwise notified to you.

**We and Us** means Enova Energy Pty Ltd

**You and Your** means the customer

ABN 16 606 176 756.

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words 'include' or 'including' and any variation of those words must be read as if followed by the

words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and

- headings are for convenience only and do not affect the interpretation of this Contract.

## 41 How to contact us

**Telephone:** (02) 5622 1700

**Email:** [customercare@enovaenergy.com.au](mailto:customercare@enovaenergy.com.au)

**Website:** [enovaenergy.com.au](http://enovaenergy.com.au)

### Postal Addresses:

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Current from 21 December 2020