

# Enova Energy Energy Plan

## **Terms & Conditions**

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## 1 Eligibility

To be eligible for this Energy Plan:

- a) you must be a Small Customer,
- b) your Supply Address must be in a state or territory in which Enova is licensed to operate and directly connected to a Distribution System and is not part of an Embedded Network,
- c) you must agree to a Monthly Payment Arrangement unless we explicitly exempt you from this requirement and agree an alternative payment arrangement,
- d) you have satisfied any credit checks required by us prior to entry into this Customer Agreement, subject to us complying with the relevant obligations under the Regulatory Requirements. Depending on your creditworthiness we may also require you to pay us a Security Deposit, and
- e) the Supply Address satisfies any eligibility criteria set out in the Customer Agreement which may include whether you have a solar power system or a smart meter.

If you are on a solar energy plan, your solar photovoltaic system must have a net meter installed and a system capacity of less than 10 kW to be eligible.

## 2 Items in this Energy Plan which require your Explicit Informed Consent

You have given your explicit informed consent to:

- a) pay Enova the charges and fees as set out in the Price Fact Sheet for this Energy Plan,
- b) the Monthly Payment Arrangement, the monthly instalment amount and the scheduled due dates of the monthly instalment,
- c) pay the monthly instalments using one of our approved payment methods,
- d) Enova being able to vary the tariffs, charges and benefits applicable to your contract,
- e) the due date for the bill will be 10 business days from when we issue the bill,
- f) receiving electronic communications and transactions, including bills, reminders, notices and payment methods unless we explicitly exempt you from this requirement, and
- g) Enova conducting a credit check to establish your credit worthiness before we supply you with electricity.

## 3 Cooling-off Period

You have a 10 Business Day cooling off period during which you may cancel this Energy Plan. Your cooling off period starts from the date on which you receive your Customer Agreement. To cancel you may call or write to us on 02 5622 1700 or [customercare@enovaenergy.com.au](mailto:customercare@enovaenergy.com.au).

## 4 Commencement of your Energy Plan

Your Energy Plan begins on:

- a) the Acceptance Date if Enova is already responsible for supply at the Supply Address, or
- b) date your Supply Address transfers to us, Supply Start Date, or
- c) another date we agree with you in writing.

If you have recently moved into the Supply Address or have arranged a new connection service, the Supply Start Date is the date we become the financially responsible retailer for the Energy supplied to you at the Supply Address.

## 5 End date of your Energy Plan

Enova contracts are now open ended. If your Energy Plan provides benefits for a particular period e.g. 12 months, your Contract will continue after your Energy Plan ends. If we decide to continue to provide the benefits and features of your plan, nothing will change and you do not have to do anything. If we discontinue the benefits and features of your plan, we will advise you as required by law. If we are unsuccessful in contacting you, we may place you on a new Energy Plan and advise you of its benefits or features. 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 you have agreed to the new Energy Plan.

## 6 Termination

After the expiry of the cooling-off period, you can cancel your Energy Plan by giving us at least 7 Business Days' notice. If you are vacating your Supply Address, you may cancel your Energy Plan with 3 Business Days' notice.

## 7 Prices, Fees and Charges

Your Energy Charges are set out in the Plan Summary. Fees such as dishonoured payment fees or payment processing fees, and other charges relating to your Meter or Supply Address may also apply under the Market Retail Contract.

Other charges may consist of charges we pass on from your Distributor or other third parties in relation to services we arrange on your behalf. We will advise you of any such amounts at the time you make the relevant request.

## 8 Bill Frequency, Bill Delivery and Payment Options

Your Billing Period will be 3 months and you'll receive a bill every 3 months.

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

You agree to receiving your bills electronically, unless we make alternative arrangements with you. Your bill will be sent to your nominated email address or postal address. Please be advised that there is a fee for paper bills.

You can pay your bill and monthly instalments by direct debit, BPAY® on-line, credit card on-line and over the phone, cash or any other method listed on your bill or on our website.

## 9 Monthly Payment Arrangement

If you are billed every 3 months you agree to make monthly payments.

When you transfer to us, we will send you a schedule confirming how much you need to pay as a monthly instalment and when these payments are due. Unless you have opted to pay by direct debit we will send you monthly instalment payment alerts by email at least 5 business days before the monthly instalment is due.

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. 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 any monthly instalment 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 date 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.

## 10 Electronic Communications

Under this Energy Plan, you agree to receiving communications, including but not limited to bills, payment alerts,

reminders and notices electronically. We may explicitly exempt you from this and make alternative arrangements.

We will assume that you have received and read all communications from us, unless we receive an electronic notification that an email cannot be delivered.

It is your responsibility to ensure you have provided us with a valid and current email address. If you change your email address, you must advise us as soon as possible.

## 11 Pay-on-Time discount or benefit

If your Energy Plan includes a Pay-on-Time discount, the discount will be applied to electricity charges incurred for electricity consumed during the Billing Period and only to the usage component of your electricity rates. Discounts do not apply to any opening balances, adjustments or feed-in tariffs unless otherwise stated. Discounts and rewards are not transferable to third parties, other bills or other accounts.

The amount of the Pay-on-Time discount is calculated and shown on your bill.

If your Energy Plan includes a Pay-on-Time discount or benefit, you will only receive the discount or the solar feed in benefit if you pay each monthly instalment, and your bill on or before the due date.

If the pay-by date is a weekend or a public holiday, payment must be received by us on or before the next business day.

Where you have a direct debit arrangement with us, you are deemed to have paid on time if the full amount owing is successfully deducted from your nominated financial account on the agreed date every month.

If your direct debit payment fails and a payment is late, except due to our error, you will not receive the Pay-on-Time benefit in relation to the Billing Period.

If a payment is dishonoured for any reason, then you may not be eligible to receive the Pay-on-Time benefit in relation to the billing period. You will not be entitled to the Pay-on-Time benefit in respect of a billing period (and we will not otherwise be responsible) if:

- a) we receive an 'undeliverable message' response when we attempt to contact you at the most recent email address you provided to us, or
- b) we are able to eventually send that electricity bill and / or the monthly instalment alert to the email address or a different email address, or
- c) you ask us to provide a copy of the electricity bill or monthly instalment alert by post in addition to or in substitution for the electricity bill that we will send or have sent to you by email.

If you are not eligible for the Pay-on-Time discount in respect of a bill, but we apply that discount to your bill (for whatever reason), the amount of the Pay-on-Time discount will be carried forward to your next quarterly bill.

If you are eligible for the Pay-on-Time discount and overpay the amount of that discount to us, that amount will be credited to your next bill. You will not be entitled to a refund of that amount before your next bill is issued.

If your bill is based on an estimate of your energy consumption, the Pay-on-Time discount will be applied to the estimated consumption. If we subsequently receive an actual meter read, we will adjust the discount on the next bill accordingly.

## 12 Concessions and Rebates

If you currently hold a Government concession card, or are in circumstances that make you eligible for a concession, then you might be able to receive a rebate on your energy bills. For further information, please refer to our website [enovaenergy.com.au](http://enovaenergy.com.au) or contact (02) 5622 1700.

Please contact us to keep your concession details up to date.

## 13 Service Standards

Our service to you will meet all Regulatory Requirements applicable in your state or territory. The applicable service standard obligations are specified in the Regulatory Requirements.

For details on service standards, please see <https://www.ewon.com.au/page/suppliers/supplier-responsibilities/service-standards> (NSW) or [https://www.ewoq.com.au/\\_data/assets/pdf\\_file/0024/2598/customer-scheme-participant-feedback-procedure.pdf](https://www.ewoq.com.au/_data/assets/pdf_file/0024/2598/customer-scheme-participant-feedback-procedure.pdf) (Qld).

## 14 Dispute Resolution

You may call us on (02) 5622 1700, or write to us, to notify us of any complaint in relation to our marketing or supply of Enova Energy to your Supply Address. We will try to resolve your complaint as quickly as possible in accordance with our Dispute Resolution Policy which is available on our website.

After attempting to resolve your complaint, if you are not satisfied with the outcome, you may 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 the Queensland Energy and Water Ombudsman on 1800 662 837 or at [www.ewoq.com.au](http://www.ewoq.com.au).

**Current from 21 December 2020**