



## **1st Energy Customer Charter**

### **About this Charter**

Our Customer Charter provides our electricity customers with a summary of the rights, entitlements and obligations of small customers. Our Customer Charter applies only to domestic customers in Victoria and to small retail customers in all other states. We are required to comply with a range of applicable laws and regulations including the Competition and Consumer Act 2010, the Australian Consumer Law, the Privacy Act, the National Retail Energy Law and the Codes and Rules applying to the marketing and sale of energy in the various jurisdictions. In this Charter, we refer to them as the “Energy Laws”. On request, we will supply you with a copy of the relevant Energy Laws., as well as our Customer Charter. Our Customer Charter must be read in conjunction with your retail electricity agreement with us.

### **About us**

1<sup>st</sup> Energy is a licensed electricity retail business that was established in Victoria in 2015. 1<sup>st</sup> Energy specialises in selling and supplying electricity to small and medium size businesses.

### **Your Agreement with 1st Energy**

Your agreement provides that we will sell electricity to you, and you will purchase electricity from us and accept the supply of electricity at your Supply Address, for the duration of the agreement. In your agreement, you also acknowledge you have chosen us as your electricity retailer and you give your explicit informed consent to your Supply Address being transferred to us. The Energy Laws provide that we must make sure that you understand that you are entering into a legally binding agreement with us. Your retail electricity agreement is consistent with the Energy Laws applicable in the state or territory where your supply address is located. Your agreement has a Minimum Supply Period, which is clearly specified in your agreement. The Minimum Supply Period will commence when we begin to supply electricity to the Supply Address under your agreement. This will be when the Supply Address is transferred to us as your electricity retailer. We are not responsible for any delay in the transfer of the Supply Address.

### **Cooling-off Period**

You may cancel your agreement by giving us notice during the Cooling-off Period that you wish to withdraw from your agreement. The Cooling-off Period is the period of ten business days from the commencement of your agreement. If you cancel your agreement after the Cooling-off Period and before the end of the Minimum Supply Period, we may charge you an Early Termination Charge. The Early Termination Charge varies according to the state where your Supply Address is situated.

### **Electricity Supply**

Your electricity distributor owns and manages the poles and wires that deliver electricity to you. Your electricity distributor is also responsible for the physical supply of electricity to your

supply address. The supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage to your equipment. We are unable to guarantee the quality and security of supply of electricity.

### **Your privacy**

We are committed to protecting your privacy in accordance with the Privacy Act and the Australian Privacy Principles. We take our privacy obligations very seriously. We may only disclose information about you in certain circumstances permitted by law.

### **Access to your Premises**

You must provide us with safe, convenient and unhindered access to the Supply Address and meter for the purpose of reading the meter and for connection, disconnection, replacement and repairs.

### **Complaints and Dispute Resolution**

You can contact us if you have a query, complaint or dispute concerning the sale or supply of electricity under your agreement. We will handle any complaint made by you in accordance with our standard complaints and dispute resolution procedures and the Australian Standard on Complaints Handling. These procedures can be found on our website and will be provided to you on request. We will inform you of our response to your complaint. If you are not satisfied with our response to your complaint, you have the right to refer the complaint or dispute to the Energy Ombudsman in your state. In Victoria, this is the Energy and Water Ombudsman of Victoria (EWOV), in NSW the Energy and Water Ombudsman of NSW (EWON) and in SA, the Energy Industry Ombudsman of South Australia (EIOSA) Our contact details for you to contact us in connection with a query, complaint or dispute are set out in the Customer Agreement and you can call our Customer Service team on TBC.

### **Hardship Policy**

1<sup>st</sup> Energy recognises that any customer may experience times of genuine financial hardship. We recognise that a customer experiences genuine financial hardship when that customer intends to pay, but is unable to, because of circumstances beyond the customer's control. This can be due to a number of things, such as a large number of bills arriving at the same time, unemployment, serious illness or death in the family, disability, separation or family problems, or other personal reasons. We believe that a customer in these circumstances should not be subject to the additional burden and stress of being threatened with disconnection and collection action.

We provide information on our Hardship Policy to all customers on a regular basis and on request. In addition, we have internal assessment processes that enable us to identify customers in genuine financial hardship. A customer who is experiencing genuine financial hardship will not have his or her electricity supply disconnected, and will not face recovery action, as long as the customer continues to make payments according to agreed payment arrangement and is contact with 1<sup>st</sup> Energy on TBC.

### **Rates and Billing**

The rates and charges applicable to your supply of electricity are set out in your Customer Agreement. We will send bills to the email address you have nominated in your Customer Agreement. Unless otherwise agreed, we will bill you monthly. We may vary your Charges for any of the reasons listed in our small customer Terms and Conditions. Your bill will

generally be based on your actual meter reading but may in some circumstances be based on an estimate or substituted reading. If we have given you an estimated bill and we subsequently read your meter or otherwise obtain a reliable meter reading, we will make all adjustments accordingly.

### **Review of a Bill**

We will review your bill at your request and inform you of the outcome of our review at the quickest possible time. During a review, you must pay that portion of the bill under review that you and we agree is not in dispute.

### **Communications**

Unless otherwise agreed, all communications and notices from us will be sent to your nominated email address, including your bills, welcome pack, reminder notices and disconnection notices. You will be regarded as having received the information contained in emails sent to your email address. Where you choose to receive paper bills, we will charge an administration fee to cover the cost of sending them.

### **Concessions Schemes**

For details of how you may apply for and receive any rebate, concession or relief available under any government funded energy charge rebate, concession or relief scheme, you can call our Customer Service team on TBC

### **Disconnections and Interruptions**

We can only disconnect your electricity supply in accordance with the Energy Laws in your state. Your electricity distributor may need to temporarily disconnect your energy supply from time to time for maintenance, for safety reasons or in emergency situations. A contact number for faults and disruptions will be included on your bills for reference in these circumstances. These numbers are:

In Victoria:

Jemena 13 16 26

CitiPower 13 12 80

SP AusNet 13 17 99

United Energy 13 20 99

Powercor 13 24 12

In South Australia:

ETSA Utilities 13 13 66

In NSW:

Ausgrid 13 13 88 888

Essential Energy 13 20 80

Endeavour Energy 13 10 03