

Terms & Conditions

Plan Energy Terms and Conditions

1. Agreement

- 1.1. These terms and conditions and the Customer Agreement Form and any other attachments form the agreement between the person(s) who completed the Customer Agreement Form (**Customer**) and Plan Energy Pty Ltd (ACN168 967 753) (**Company**) for the purpose of selling and supplying electricity to the Customer (**Service**).
- 1.2. This agreement commences from the date on this Form or otherwise from the date the Company becomes the responsible supplier of electricity to the Customer.
- 1.3. This agreement is without a fixed term and may be terminated without a termination fee upon written notification being provided in accordance with clause 7 of this agreement.
- 1.4. This agreement does not restrict or otherwise render invalid any terms or conditions that may be implied into the agreement as a matter of law.
- 1.5. By signing and completing the Customer Agreement Form the Customer acknowledges and accepts the terms and conditions of Service, set out in this agreement.

2. Appointment

- 2.1. The Customer appoints the Company as the exclusive agent and facilitator for providing the Service of the on-selling of electricity to the Site Address on the terms and conditions contained in this agreement.

3. Company Obligations

- 3.1. In consideration of the Customer entering into this agreement, the Company will do all things reasonably required to provide the Service of supplying electricity to the Site Address, including but not limited to:
 - (a) Installing the necessary equipment at the Site Address to facilitate the supply and measure of electricity;
 - (b) Retrieving and accurately measuring meter readings; and
 - (c) Maintenance and repair of equipment.

4. Service Charge

- 4.1. The Customer acknowledges that it will be charged the electricity rate (**Rate**) as notified by the Company, in accordance with the Plan Energy Pricing Schedule.
- 4.2. The Company will notify the Customer if the Rates are subject to change, pursuant to any modified Plan Energy Pricing Schedule.
- 4.3. The Customer acknowledges that where a tax is implemented, including but not limited to a carbon emissions tax, green house gas emissions tax or similar tax or fee, the Customer's Rate may be increased in proportion to such tax, fee or charge.

5. Billing and Payments

- 5.1. The Company will issue the Customer invoices on a bimonthly billing cycle at the Billing Address provided (**Invoice**).
- 5.2. The Invoice issued will be based on interval data, or in the absence of actual meter data, estimated data based on the Customer's historical data usage.
- 5.3. The Invoice must be paid by the Customer in the manner and on the date set out in the Invoice.
- 5.4. The Customer authorises the Company to:
 - (a) direct debit from the Customer's Nominated Account for the payment of Invoices, including for any overdue amounts; and
 - (b) verify the details of the Nominated Account with the Customer's financial institution.
- 5.5. The Customer acknowledges that:
 - (a) non payment of the Invoice may lead to disconnection of the Service; and
 - (b) interest may be charged on the late payment of an Invoice.

- 5.6. Any dispute with respect to an Invoice or matter relating to this agreement must be made in writing to the Company's customer service department at info@planenergy.com.au

6. Customer Obligations

- 6.1.** The Customer must do all things reasonably required by the Company to enable the Company to provide its Service to the Customer, including but not limited to:
- (a) Providing any information reasonably required for the purposes of this agreement; and
 - (b) Ensuring the information provided is correct and accurate, and promptly update the Company of any changes to the information provided.

7. Acknowledgments

7.1. The Customer:

- (a) warrants that it has read and understands these terms and has the authority to enter into this agreement on behalf of the Business;
- (b) acknowledges that:
 - (i) it must provide to the Company valid credit card or bank account details in the course of this agreement; and
 - (ii) for the purposes of this agreement, the Company is not a distributor of energy and is merely a facilitator.

8. Termination

8.1. This agreement will remain on foot until the agreement is terminated in accordance with this clause 9.

8.2. The Company may terminate this agreement:

- (a) by giving the Customer not less than 30 days written notice terminating the agreement;
- (b) immediately, if an outstanding Invoice remains unpaid by the Customer for a period of **14** days following a demand in writing.

8.3. The Customer may terminate this agreement at any time:

- (a) without an intention to change licensed electricity suppliers, by giving at least **14** days written notice to the Company, of the date on which the Customer wishes to terminate the agreement; and
- (b) with an intention to change to a licensed electricity supplier, by giving at least **14** days written notice to the Company, in which the agreement will terminate on the expiration of that notice period;

8.4. If the Customer terminates this agreement as a result of a change of address, the Customer must provide a forwarding address to the Company to which a final bill may be sent.

8.5. The Customer remains liable to pay all outstanding charges together with any accrued interest, until paid in full.

8.6. If no notification has been provided to the Company or no forwarding address is provided, the Customer will remain responsible for any accrued charges under this agreement until such time that notice is given to the Company.

9. General Conditions

9.1. The Company will not be liable for a failure to perform any of the obligations on its part to be performed where the failure arises from, force majeure events, such as an act of God, fire, lightning, explosion, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, government restraint, expatriation, prohibition or intervention, strikes, lock-outs or other industrial disputes of any kind not relating solely to the Company and any other event not within the reasonable control of the Company, the Company having exercised its best endeavours to eliminate the impact of the intervening event, or for the inability of a distributor, generator or exempt retail provider, or for amendments to the law resulting in compliance, which disrupt the provision of Services under this agreement. Under such circumstances, the Company will use all reasonable endeavours to overcome or minimise the effects to the Customer and notify the Customer promptly.

9.2. To the extent permitted by Law the Customer releases and indemnifies the Company, its representatives, employees and agents, and will keep them indemnified, and hold them harmless against any and all claims of any nature and all liability of any nature which arises from the Service of supplying, on-selling and use of electricity to the Customer. Including but not limited to, from and against all claims of loss of revenue or financial loss in relation to Service disruption or Service supply quality, frequency or continuity, from and against all claims in relation to disruption of supply of electricity and from and against all claims made by any third party in relation to disruption of supply of electricity, from and against all claims made in respect of damage to the Customer's or anyone else's property. If the Company incurs any liability under this agreement, it is acknowledged the maximum liability the Company incurs is the cost of the electricity during any period during which the supply has been affected.

9.3. The Company may make changes to these terms and conditions detailed or make any changes in accordance with any applicable legislation and industry codes. If the Customer does not accept any change made to the terms and conditions, the Customer must contact the Company in order to close the account. Upon doing so, the Customer

will need to finalise its account.

9.4. Information to third parties

The Customer acknowledges that the Company may need to provide information about the Customer to any credit reporting agency in order to obtain a Customer consumer/commercial credit report, or to allow a credit reporting agency to create or maintain a credit information file containing information about the Customer, listing defaults, and exchanging information with other credit providers pursuant to the Privacy Act. Subject to Law, the Customer acknowledges that it shall be liable for any expense and/or costs or disbursements incurred by the Company in recovering any outstanding monies including debt collection agency fees and/or legal costs.