

Customer Charter

WHO IS MOMENTUM ENERGY?

As a result of deregulation, customers have the freedom to choose their energy retailer. Momentum Energy Pty Ltd is an independent electricity retailer dedicated to providing better service and better prices. We were granted our first retail licence in 2004. Our management team has enjoyed many years of experience retailing electricity in Australia and overseas.

Our contact details:

Customer Service and Enquiries Phone: 1300 662 778 (8.30am to 6pm, Mon to Fri AEST)
Fax: 03 9620 1228
Email: info@momentumenergy.com.au
Website: www.momentumenergy.com.au

ABOUT THIS CHARTER

In our Charter we summarise the rights, entitlements and obligations we have relating to the sale of electricity to our customers, and the rights entitlements and obligation you have as a customer. Our Charter applies to you if you are a Victorian domestic customer or are a small customer according to the regulatory framework in the jurisdiction where your supply address is located. Our Charter should be read in conjunction with your Contract. Words that are used in our Charter and defined in your Contract have the same meaning in our Charter as they do under your Contract. We will provide you a copy of this Charter on request. On request, we can also provide a copy of our Charter in large print or, if we have a significant number of customers from the same non-English speaking background as you, in your non-English language.

If you require an interpreter, please contact us on 1300 662 778. We can translate to non-English languages, including:

- Cantonese
- Arabic
- Vietnamese
- Italian
- Greek
- Spanish

THE CONTRACT

Your Contract sets out in detail the terms on which we agree to sell you electricity and you agree to buy electricity from us. We will sell electricity to you, and you will purchase electricity from us and accept the supply of electricity at your Supply Address, for so long as the Contract continues. In your Contract you acknowledge you have chosen us as your electricity retailer and you give your explicit informed consent to your Supply Address being transferred to us.

Your Contract is made up of the Electricity Retail Order, any special terms we have agreed and our standard retail terms.

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COMMENCEMENT

Your Contract begins the day you accept our offer to sell you electricity. From that day you have a 10 Business Day Cooling-off Period to cancel your Contract.

We will not start selling you electricity until the following have occurred:

- the Cooling-off Period expires;
- your Supply Address is connected to the network; and
- if you are transferring to us from another retailer, we become responsible for your Supply Address.

However, before you are transferred to us, if we decide we are not satisfied with any information supplied by or about you, including about your creditworthiness, we may terminate your Contract by giving you notice. If this occurs, neither we nor you will be entitled to compensation.

RATES AND BILLS

The Rates you must pay us for your electricity are detailed in the Electricity Retail Order.

You can ask us to review the bill by providing us with a notice explaining why you believe the bill to be incorrect, before the due date stated on the bill. If the bill is found to be incorrect, we will adjust the bill. You will be able to pay your bills by any of the payment methods indicated on your bill.

You must contact us if you anticipate it may not be possible for you to pay a bill on time.

We recognise 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. In our Hardship Policy we recognise 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 request. In addition, we have internal assessment processes that enable us to identify customers in genuine financial hardship.

To find out if you are eligible for a concession, or for further information about concessions, please contact us on 1300 662 778.

ELECTRICITY SUPPLY

While we sell you your electricity and are the main point of contact for your electricity needs, your local electricity distributor owns and manages the poles and wires which deliver the electricity to you. Your distributor is responsible for the connection of your Supply Address to the network, the maintenance of that connection, the supply of electricity to your Supply Address and for the reliability and quality of the electricity supplied. 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. Your

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electricity distributor may interrupt or reduce the supply of electricity to your Supply Address.

These are the numbers you can call if you are affected by a power outage:

Victoria

Jemena 13 16 26

CitiPower 13 12 80

Powercor 13 24 12

SP AusNet 13 17 99

United Energy 13 20 99

South Australia

ETSA Utilities 13 13 66

New South Wales

Country Energy 13 20 80

Energy Australia 13 13 88

Integral 13 10 02

We are unable to and do not guarantee the quality and continuity of the supply of electricity. You must allow us or our representatives safe, convenient and unhindered access to your Supply Address and meter for the purpose of reading your meter and for connection, disconnection and reconnection.

DISCONNECTION

We may disconnect your Supply Address if we are entitled to under the Regulatory Instruments. If we disconnect you, then in certain circumstances you may be entitled to be reconnected.

TERMINATION

If your Contract has a Minimum Term, it will terminate at the expiry of the Minimum Term unless terminated earlier. Before the Minimum Term expires we will give you notice of your options. We may offer to extend the term of your Contract on varied terms.

We may terminate your Contract early by giving you notice if:

- we arrange to disconnect your Supply Address and you are not entitled to be reconnected under any Regulatory Instruments;
- you enter into a new contract with us for your Supply Address; or
- you transfer to another retailer.

You may terminate the Contract early by giving us 28 days notice.

If you decide to leave or leave your Supply Address, you must notify us otherwise you may remain obliged to pay us for electricity supplied to your Supply Address.

If the Contract terminates early because of a breach by you or because you terminated the Contract before the expiry of any Minimum Term then, to the extent permitted by Regulatory Instruments, we may charge you an early termination fee.

If after termination of the Contract we continue to be responsible for your Supply Address not under any replacement contract, we will sell electricity to you on the same terms as under your Contract except that the Rates will be our Standing Offer rates.

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REGULATORY INSTRUMENTS

The terms of your Contract are consistent with the applicable Regulatory Instruments of the jurisdiction in which your supply address is located.

Where the supply address is in Victoria, the principal regulatory instrument is the Essential Services Commission's Energy Retail Code, in South Australia it is the Essential Services Commission of South Australia's Energy Retail Code and in New South Wales it is the Electricity Supply (General) Regulation 2001.

On request, we will send you a copy of any relevant Regulatory Instrument. If you request a large print copy, we will give you one. We may charge you for this. If any amendment to the Regulatory Instrument materially affects your rights, entitlements and obligations, we will let you know as soon as reasonably practicable after the Regulatory Instrument is amended. If you ask us, we will provide you with information as required under the Regulatory Instrument, including information about rates, concessions and energy efficiency.

PRIVACY

Momentum Energy understands the importance you place on privacy. We respect and protect the privacy of our customers and all who we deal with in our business. We must comply with any Regulatory Instruments concerning the use or disclosure of personal information about our customers, such as the Privacy Act 1988 (Cth). Our privacy commitment extends to businesses and business information as well as individuals and their personal information.

Personal or business information may include your name, date of birth, current and previous addresses, telephone numbers, email accounts, financial circumstances, creditworthiness, credit history, concession or discount entitlement, and the conduct of your account. We will only collect this information for the purpose of selling you electricity.

Upon request, we will provide access to personal or business information about you we hold. If we are advised that the information we hold is incorrect, we will correct that information. If we have no further need for your personal information, we will destroy our records. If you would like to access the information we hold about you, you can telephone us on 1300 662 778.

ENQUIRIES OR COMPLAINTS

If you have any concerns with the service we provide you, our customer service centre is there to help you. Please call during business hours on 1300 662 778. If you are not satisfied with our initial response to your complaint, you have the right to escalate your complaint to the senior manager responsible for customer services. If after escalating your complaint you are still not satisfied with our response, you have the right to refer the complaint to the Energy and Water Ombudsman of Victoria, Energy Industry Ombudsman of South Australia or the Energy and Water Ombudsman of New South Wales depending on the location of your supply address.

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