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momentum energy

Suit Yourself Gas.

To be read in conjunction with our Disclosure Statement and General Terms.

ENERGY PLAN

Plan name

Suit Yourself Gas

Eligibility criteria

To be eligible for this plan:

a) the Supply Address must be located in Victoria, and

b) you must receive your bills, notices and other communications Electronically, unless the Regulations require otherwise.

Additional terms

1. You can find a list of our fees and charges at momentumenergy.com.au/fees-charges.
2. If we reasonably determine that you are not eligible for this plan (for example, you don't meet our credit eligibility criteria) or you subsequently become ineligible for this plan, we may end the Market Contract by prior written notice to you. If this happens and we're Responsible for the Supply Address, we'll continue to sell you gas at the Standing Offer Prices relevant to the Supply Address.
3. We may vary or retire the plan, by prior written notice to you. If we vary the plan, our notice may include a link to details of the variation on our website.

Disclosure Statement

Here is a summary of some important information about the Market Contract. Capitalised terms are defined in the General Terms.

When the Market Contract starts

The Market Contract starts the day you accept our offer to sell energy to you over the phone, online, in writing (for example, by signing a quote we give you), or as otherwise agreed between us.

You can cancel during the Cooling-off Period

You can cancel the Market Contract within 10 Business Days from and including the later of the day after you sign the Energy Plan or receive the Market Contract documents. To cancel, just give us clear written or verbal notice during this period.

The Market Contract is ongoing.

The Market Contract has no fixed term – it continues until either you or we end it, in the ways set out in the General Terms.

Ending the Market Contract if you move out

You must give us at least three Business Days' notice before leaving the Supply Address, and an address to send your final bill. You can't avoid liability for energy used at the Supply Address simply by leaving. The Market Contract will end once your meter has been read, the Supply Address is disconnected, or another retailer becomes Responsible for the Supply Address.

Charges

Your Energy Plan sets out the Charges that apply when the MarketContract starts, including daily supply, usage and demand Chargesand any applicable fees (like an exit fee, paper bill fee, payment processing fee, late payment fee or fee for dishonoured payments). You'll also find a list of Charges at **momentum.com.au/fees**.

Your Energy Plan may also include a Benefit, which may be for a Benefit Period.

Variation of fees and charges

We will only change your prices if permitted by the regulations. If your supply address is in New South Wales, Queensland or South Australia, your rates may change in July each year. If your supply address is in Victoria, your rates may change in August each year.

Billing and payment

If we're Responsible for your:

- electricity, we'll send you an electricity bill about every one to three months, depending on your Energy Plan, and
- gas, we'll send you a gas bill whenever we receive a meter reading (typically every one or two months).

We'll send your bills by prepaid post, or Electronically if you consent.

You can pay by any method stated in your Energy Plan, or as agreed with us. Depending on your Energy Plan, our payment options include direct debit, credit card, Centrepay, BPAY and Post Billpay.

We're happy to accept payment in advance, but we don't pay interest on advance payments, and we usually don't refund any amount paid in advance until the contract ends.

If you don't think you'll be able to pay your bill on time, you must contact us and we'll try to help you (for example, by offering you a payment plan or any other assistance required by the Regulations).

Concessions, rebates and relief schemes

If you're a residential customer, you may be eligible for a concession, rebate, or relief scheme on your energy bill. To find out more, visit **momentum.com.au/concessions** or contact us on **1300 662 778**.

Security deposits

If the Regulations permit, we may ask you to pay us a security deposit. We'll use and return your security deposit in line with the Regulations.

Electronic transactions

We may send you notices and bills Electronically. We'll get your consent before Electronically sending notices required or permitted under the Regulations. If we send a notice Electronically, we'll assume you've received it when we get delivery confirmation, or on the day of the transmission (unless we're notified that delivery was unsuccessful or delayed), whichever is earlier.

How to make a complaint

If things don't go smoothly, you have the right to complain about us, or the marketing activity of agents working on our behalf. Start by calling **1300 662 778**.

We take complaints seriously and will work quickly to offer a solution. If this doesn't resolve your problem, you can take your complaint to your state energy Ombudsman. You'll find more details about managing a complaint in our Complaint and Dispute Policy at **momentum.com.au/complaints**.

Minimum service levels

Naturally, our aim is to provide excellent service, but at a minimum, we'll meet the service levels required by the Regulations.

momentum energy

Language Assistance

For languages other than English, please contact our friendly Customer Care team via our interpreter services on 1800 497 170 – we're here Monday to Friday from 8am to 6pm (AET).

Arabic:
للحصول على مساعدة في اللغة، يُرجى الاتصال على الرقم 1800 497 170

Persian:
برای دریافت کمک به زبان های دیگر، لطفاً با شماره 1800 497 170 تماس بگیرید

Simplified Chinese:
如需语言协助, 请致电1800 497 170

Traditional Chinese:
若需語言方面的幫助, 請致電1800 497 170

Vietnamese:
Để được giúp đỡ về ngôn ngữ, vui lòng gọi số 1800 497 170

The National Relay Service:
Voice Relay (Speak and Listen) Service - 1300 555 727

TTY (teletypewriter):
Speak and Read, Type and Read and Type and Listen Service - 13 36 77

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General Terms

General Terms

October 2026

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We're all about making energy more human, so we've tried to include plain English in this document. However, it's still a legal agreement, with defined terms.

HOW TO CONTACT US

Post: PO Box 353 Flinders Lane, Melbourne VIC 8009
Phone: 1300 662 778
Email: info@momentum.com.au

1. The Market Contract in a nutshell.

You've chosen us as your energy retailer and given your consent to:

- enter into the Market Contract, and
- allow the Supply Address to be transferred to us (if we're not already Responsible for the Supply Address).

Under the Market Contract, we'll sell energy to each Supply Address listed in your Energy Plan (when we refer to "the Supply Address" in these General Terms, we mean any or all of the Supply Addresses listed in your Energy Plan, depending on the context). We'll also arrange for related products and services to be provided to the Supply Address by third parties (like a new meter or a special meter read).

2. Who are the parties to the Market Contract?

Momentum Energy Pty Ltd (ABN 42 100 569 159) of Level 10, 4-12 Elizabeth St, Hobart, Tasmania 7000 (us, our or we) and you, the Customer, have entered into the Market Contract for the sale of energy.

If you're a Multi-Site Customer, a separate Market Contract will apply to each Supply Address.

If we're your retailer for both electricity and gas, you have one Market Contract for electricity and another Market Contract for gas.

When we refer to "the Market Contract" in these General Terms, we mean any or all of these Market Contracts, depending on the context and your particular circumstances (as set out in your Energy Plan).

3. What makes up the Market Contract?

The Market Contract is made up of:

- these General Terms
- your Energy Plan
- any Extra Product Terms that are incorporated into the Market Contract, and
- any other document incorporated into the Market Contract by express reference.

About these General Terms...

These General Terms explain your rights and obligations under the Market Contract. In these General Terms, we talk about acting in accordance with the Regulations. If you're entitled to certain rights under the Regulations that aren't expressly mentioned here, those rights still apply to you. But we're only obliged to provide them as far as they apply to you. For example, if you're not, or you cease to be, a Small Customer, you may stop being eligible for some of those rights.

If there's any inconsistency between the Regulations and these General Terms, the Regulations will prevail to the extent of the inconsistency.

About your Energy Plan...

Your Energy Plan sets out the terms of our offer to sell you energy, including the Charges and any applicable Benefits, plus the Supply Addresses we'll sell energy to. For each Supply Address, the Energy Plan starts on the Supply Start Date and continues until you or we end the Market Contract under clause 9.

About Extra Products...

Each Extra Product has its own terms and conditions.

If Extra Product Terms need to be incorporated into the Market Contract, the Market Contract will be amended to:

- incorporate the Extra Product Terms when the Extra Product is added, and
- cease to incorporate the Extra Product Terms when the Extra Product is removed.

4. Can we vary the Market Contract?

These General Terms describe specific situations where the Market Contract can be varied. We can also vary the Market Contract:

- immediately, by giving you written notice:
  - to reflect changes to the Regulations, or changes permitted by the Regulations
  - if you've requested, or agreed to a change
  - to make the Market Contract more favourable to you, or

- to make cosmetic changes to the Market Contract that aren't detrimental to you (like renaming your Energy Plan without changing any terms of sale, or correcting drafting errors), and

- for any other reason, by giving you reasonable prior written notice, which may include a link to details of the variation on our website,

following which the amended terms set out in the notice will form part of the Market Contract.

5. When does the Market Contract start?

The Market Contract starts the day you accept our offer to sell energy to you (over the phone, online or in writing) or on a day otherwise agreed between us.

6. Is there a Cooling-off Period?

Absolutely. You can cancel the Market Contract during the Cooling-off Period by giving us clear written or verbal notice. If you cancel during the Cooling-off Period, you won't have to pay any exit fee listed in your Energy Plan, but you may need to pay for services if you've requested them (like Distributor fees for connecting a new Supply Address).

If you cancel during the Cooling-off Period and we're Responsible for the Supply Address immediately before the Market Contract starts, we'll continue to sell you energy:

- at the Standing Offer Prices relevant to the Supply Address (without any Benefits), or
- if you enter into a new market contract with us for the same Supply Address, under that new market contract.

Where we're not Responsible for the Supply Address, but the Supply Start Date falls within the Cooling-off Period, we'll transfer the Supply Address back to the energy retailer who was previously Responsible for that Supply Address.

7. When do we start selling you energy?

The Supply Start Date depends on your situation, and may be different for each Supply Address:

Your situation	The Supply Start Date
The Supply Address has not previously been connected (for example, it's a newly built house, or has a new meter).	The later of: • the date when the last of any relevant preconditions in clause 8 is satisfied (or waived by us), and • the date we become Responsible for that Supply Address.
You're transferring the Supply Address from another retailer.	The date we become Responsible for the Supply Address.
You're already our customer for the Supply Address.	The date when the last of any relevant preconditions in clause 8 is satisfied (or waived by us).

For electricity:

If we're not Responsible for the Supply Address, we'll transfer it within 2 Business Days from the day the Market Contract starts (or as otherwise agreed) as long as any relevant preconditions in clause 8 are met or waived by us. If your metering data isn't obtained in this time, or the Regulations otherwise permit, your energy use may be estimated in order to transfer the Supply Address.

For gas:

If we're not Responsible for the Supply Address, we'll try to transfer it on your next available meter reading (or as otherwise agreed) as long as any relevant preconditions in clause 8 are met or waived by us. If you ask us to speed up the transfer, you may need to pay extra costs (like for a special meter read). We're not liable for transfer delays, or any payments or fees (like exit fees) you owe your current retailer.

As long as the law allows it, and subject to clauses 6 and 8 and this clause 7, if the Supply Start Date falls within your Cooling-off Period, we'll start supplying you energy during this period.

8. Are there preconditions you need to meet?

Before the Supply Start Date, if:

- we can't sell you energy (for example, because the Supply Address isn't connected to the relevant network, or the relevant metering equipment hasn't been installed or upgraded)
- we're not satisfied with information you've given us about your eligibility for the Market Contract (for example, the Supply Address has a different meter type)
- the transfer process is delayed or doesn't happen on your next scheduled meter read or any special meter read date that we may arrange with you, or
- you've failed to pay us any requested security deposit, or otherwise meet our credit requirements,

we may end the Market Contract, or vary the Market Contract to reflect the circumstances, by giving you written notice.

If we end the Market Contract, it'll end on the date in the notice, and we may ask you to pay Charges permitted by the Regulations. If we're Responsible for the Supply Address, we'll keep selling you energy at the Standing Offer Prices relevant to the Supply Address.

If a Supply Start Date occurs before all preconditions are met, we may still ask you to satisfy those conditions. If we don't, this isn't a waiver of our rights to have those preconditions satisfied at all, unless we expressly state otherwise.

9. When does the Market Contract end?

Good question. The Market Contract has no fixed term. If you or we haven't ended the Market Contract under clauses 6 or 8, it will only end in the following circumstances.

If you leave the Supply Address...

You must give us at least three Business Days' notice of your intention to leave, and a forwarding address for your final bill. When we get your notice, we'll try our best to organise a meter read for your requested date (or as soon as possible after that date if your meter can't be accessed) and send your final bill to the address you've supplied.

If you leave the Supply Address without providing the notice we need, or if you don't allow access for a meter read, you'll continue to be responsible for all energy used at that Supply Address until (whichever occurs first):

- you tell us you've left and your meter is read
- we become aware you've left and your meter is read
- someone else starts buying energy from us at the Supply Address
- another retailer becomes Responsible for the Supply Address, or
- the Supply Address is disconnected.

You can't avoid liability for energy used at the Supply Address simply by leaving.

You may incur additional Charges if you leave the Supply Address and, as a result, the Supply Address is disconnected, or we need to obtain a special meter read.

If you become ineligible for your Energy Plan...

We've offered you your Energy Plan based on the information you gave us (and/or information about you available to us). To remain eligible for it:

- the Supply Address must retain:
  - the same distribution network tariff applied by your Distributor, and
  - the same meter type, and

- you must continue to meet any specific eligibility criteria set out in:
  - your Energy Plan, or
  - any Extra Product Terms that are incorporated into the Market Contract.

If your circumstances change in a way that makes you ineligible for your Energy Plan (or likely to become ineligible for it), you must tell us immediately. If you notify us of a change, or we become aware of a change, we may, acting reasonably and with appropriate written notice to you:

- vary the Market Contract (for example, by varying the Charges so they apply to any new network tariff or meter type)
- end the Market Contract and seek to negotiate a new one with you, or
- end the Market Contract and continue to sell you energy at the Standing Offer Prices relevant to the Supply Address (without any Benefits).

If you use energy wrongfully, illegally or fraudulently...

You must not, and must take reasonable steps to make sure others don't:

- illegally use energy supplied to the Supply Address
- use meters and related metering for anything other than the metering of electricity and gas
- damage, tamper or interfere with the Supply Point or related equipment at the Supply Address, and you must tell us immediately if you notice any problems with them
- use the energy supplied to the Supply Address, or any energy equipment, in a way that:
  - unreasonably interferes with the connection or supply of energy to another customer, or
  - causes damage or interference to any third party, or
- allow energy we've sold to be used in a way that doesn't accord with the Market Contract or the Regulations.

If you obtain energy illegally or fraudulently, we may:

- end the Market Contract and arrange disconnection
- estimate and bill you for any amount we've undercharged or not charged you
- report your actions to the police and help the police with their investigation, and
- take action to recover from you:
  - unpaid Charges
  - the cost of repair or replacement of any damaged assets belonging to us, your Distributor or meter provider, and
  - any other reasonable costs incurred by us (like investigation and legal costs).

If any of these circumstances apply...

The situation	When the Market Contract ends
You enter into a new contract with us for the same Supply Address.	The date we start providing energy under the new contract, or a date we've both agreed to.
You and we agree.*	The date we've agreed.
You enter into a contract with another retailer for the Supply Address.†	The date we cease to be Responsible for the Supply Address.
Another person enters into a contract with us for the Supply Address.	The date we start providing energy to that other person under the contract.
You ask for the Supply Address to be disconnected.	The date a final meter read is taken and your meter is disconnected.
The Supply Address is disconnected under clause 22 and you don't have a right to be reconnected.	Ten Business Days from the date of disconnection.
We retire your Energy Plan.‡	No earlier than 20 Business Days from the date of our written notice to you.
There's a Retailer of Last Resort Event.	The date that we can no longer sell you energy.

* If this happens and we're Responsible for the Supply Address, we'll continue to sell you energy at the Standing Offer Prices relevant to the Supply Address (without any Benefits).

† If this happens, and you cancel the new contract during the cooling-off period given to you in the Regulations, and we were Responsible for the Supply Address immediately before you entered into the new contract, the Supply Address will be transferred back to us. In that case, the Market Contract will apply from the day we become Responsible for the Supply Address again. Any other related contracts you had with us before entering the new contract may also continue to apply from this day.

‡ If this happens and we're Responsible for the Supply Address, we'll continue to sell you energy at the Standing Offer Prices relevant to the Supply Address (without any Benefits).

10. What happens if the Market Contract ends?

Ending the Market Contract for one energy type or Supply Address won't affect any other Market Contract that arises from your Energy Plan. For example, if your Energy Plan shows we're your retailer for both electricity and gas and you end the electricity Market Contract, we'll continue to supply you gas under the gas Market Contract.

If the Market Contract ends:

- you must pay your final bill and any outstanding amounts
- if the Regulations permit, you may need to pay an exit fee, or repay a Benefit provided to you (check your Energy Plan for relevant terms and applicable Charges)
- we may transfer any amount owed to you under the Market Contract to any other contract under which you purchase energy from us, and
- any rights or obligations that arose before (or on) termination won't be affected, including any obligations you have to pay us money.

CHARGES

11. What do you have to pay?

Your Energy Plan sets out the Charges that apply when you enter into the Market Contract. These may include supply, usage, demand and metering Charges, Taxes, Pass-Through Costs, fees for things like dishonoured payments, late payments and paper

bills, and any other amounts contemplated by these General Terms and permitted by the Regulations, including for Extra Products.

12. Can your Charges change?

Yes. Unless your Energy Plan says otherwise, we may vary the Charges, including introducing new Charges, at any time by giving you the written notice required by the Regulations.

Without limitation, we may vary the Charges:

- if the information you gave us (or was available to us) about your meter doesn't accurately reflect the metering services needed at the Supply Address under the Regulations
- to reflect changes from actual or estimated Pass-Through Costs, to reflect new Pass-Through Costs, or to recover our Pass-Through Costs
- if we need to transfer you to a new tariff category, because there's a change in the distribution tariff your Distributor applies to the Supply Address, or a change in your ability to satisfy conditions applying to your current category of tariff, or
- if we reasonably determine there's an increase in our direct or indirect costs of purchasing or selling energy to you after:
  - a new Tax or a change to the way a Tax is imposed or calculated, or
  - we incur a liability, cost or reduction in any benefit arising from:
    - the introduction, amendment or new interpretation of a Regulation, or
    - a change to the rules of the National GreenPower Accreditation Program.

13. Can we ask you for a security deposit?

We may ask you to pay us a security deposit if the Regulations allow it. Naturally, we'll use and return your security deposit in line with the Regulations.

BILLING

14. Billing basics.

How will you be billed?

If we're Responsible for your:

- electricity, we'll send you an electricity bill about every one to three months, depending on your Energy Plan, and
- gas, we'll send you a gas bill whenever we receive a meter reading (typically every one or two months).

If you're a Multi-Site Customer, we may include all your Supply Addresses on one bill, or send you an individual bill for each of them.

We'll send your bills by prepaid post, or Electronically if you consent. If you choose to have bills mailed to you, we may charge a paper bill fee, if the Regulations permit. If a paper bill fee applies, it'll be listed in your Energy Plan.

What will you be billed for?

We'll send you a bill for your energy usage and other Charges you incur. We'll base your bills on actual meter readings or metering data whenever we have it (if your meter has remote capabilities it will send in automated readings).

If Charges change during a billing period, we'll calculate your bill on a proportionate basis using:

- the rate of the old Charges up to and including the date of the change, and
- the rate of the new Charges from the date of the change to the end of the billing period.

We may bill you for Extra Products separately, or itemise them on your energy bill.

Why are some bills estimated?

We'll do our best to make sure your meter is read at least once a year.

Your energy use may be estimated to bill you, if you agree or if the Regulations permit (for example, if your meter can't be read or your metering data isn't obtained).

If we give you an estimated bill, but then later get a meter reading or more reliable data, we'll adjust your next bill up or down as appropriate, and deal with any undercharging or overcharging in line with clauses 15 and 16.

If you prevent a meter read from being successful, and then ask us to replace an estimated bill with a bill based on an actual meter reading, we may charge you a fee.

What about GST?

If GST is payable on an amount, the amount will be shown as GST inclusive or exclusive, in line with the Regulations, and you must pay us an additional amount equal to that GST.

Your bill will be in the form of a tax invoice.

15. Overcharging.

While we do our best, we're not perfect. So if we find we've overcharged you, we'll notify you and repay the amount in line with the Regulations.

If the overcharging is a result of your unlawful act or omission, we'll only pay, credit or refund you up to 12 months' worth of extra charges, calculated from the time we discover the error.

We won't pay you interest on amounts overcharged under any circumstances.

16. Undercharging.

If we've undercharged you, we may bill you for the undercharged amount. Unless the undercharging is a result of your fault, or unlawful act or omission, we'll limit the amount we ask you to pay in line with the Regulations. And, of course, we'll offer you the opportunity to pay that amount by agreed instalments over the same period of time that we've undercharged you, up to a maximum of 12 months.

We won't charge you any interest on undercharged amounts.

17. Billing disputes.

Think a bill is incorrect? We're happy to review it – just ask us and we'll take a look.

While we're reviewing it, you still need to pay any other bills that are due, as well as whichever of these is lower:

- the portion of the bill that's not in dispute, or
- an amount equal to the average amount of your bills in the previous 12 months.

If the bill is found to be correct, you'll have to pay the unpaid amount.

If the bill is found to be incorrect, we'll deal with any overcharging or undercharging in line with clauses 15 and 16.

18. Meter tests.

You can ask for a meter reading to be checked, or a meter at a Supply Address to be tested. If we ask you to pay the costs of the check or test in advance (where permitted by the Regulations), and the check or test proves that the meter or metering data is faulty or incorrect, we'll refund the cost, or offset it against any amount owing on your next bill.

PAYMENT

19. Paying your bills.

As you'd expect, you must pay your Charges by the due date on your bill. You can pay by any method stated in your Energy Plan or Extra Product Terms, or as agreed with us.

If you've chosen to pay by direct debit, you agree to comply with our direct debit request service agreement.

It's important to know you may also have to reimburse us for:

- costs we incur if your payment is dishonoured or reversed, due to your actions or inactions.

20. Paying in advance.

We're happy to accept advance payment from you, but it's worth knowing:

- we don't pay interest on advance payments, and
- we usually don't refund any amount paid in advance until the Market Contract ends.

21. Having trouble paying?

If you don't think you'll be able to pay your bill on time, you must contact us and we'll try to help you (for example, by offering you a payment plan or any other assistance required by the Regulations). Our Payment Assistance Policy sets out options that may be available to you, depending on where the Supply Address is located.

22. Late payment.

If your bill isn't paid by the due date, and the Regulations let us, we may:

- charge you a late payment fee
- put you on a shortened collection cycle, if you're consistently late paying your bills
- take steps, including legal proceedings, to recover the overdue amount and our related costs
- transfer any overdue amounts you owe us under the Market Contract to any other contract under which you purchase energy from us, and/or
- seek to disconnect the Supply Address.

Before taking these steps, we'll comply with the Regulations, especially if you're experiencing payment difficulty.

If a late payment fee applies, it will be listed in your Energy Plan.

DISCONNECTION AND RECONNECTION

23. When can the Supply Address be disconnected?

Where Regulations allow it, we may have the Supply Address disconnected if:

- you ask us to
- there's an emergency, or for health and safety reasons
- you don't pay a bill on time
- you don't pay a security deposit
- you fail to allow safe and unhindered access to your meter
- you use energy illegally
- you don't meet the terms of a payment plan
- you're a new customer of ours and refuse to provide acceptable identification when required, or
- other grounds included in the Regulations arise.

We'll give you any notice required by the Regulations. But you should know that notice isn't always required (for example, if you use energy illegally).

Your Distributor can also disconnect the Supply Address for various reasons.

If we arrange disconnection, Charges may apply. For example, if we ask your Distributor or meter provider to disconnect you, and the reason we requested the disconnection is remedied after the call-out but before the disconnection, you may still incur a disconnection or call-out fee.

If you've breached the Market Contract, disconnection of the Supply Address won't prevent or limit any other action we may be entitled to take.

24. Reconnection.

If the Supply Address is disconnected under clause 23, and within 10 Business Days of the disconnection you:

- rectify the situation that led to disconnection, and
- pay any relevant charges, including any connection or reconnection fees,

then, on request, we'll arrange for that Supply Address to be reconnected within the timeframe required by the Regulations.

OTHER OBLIGATIONS

25. What else are we responsible for and what's our liability?

We're not responsible for the physical supply of your energy.

We're your energy retailer. But you also have an electricity Distributor and a gas Distributor for each Supply Address. Distributors own and maintain the electricity and gas distribution networks, including the electricity poles and power lines and gas pipelines that carry electricity and gas to the Supply Address. If you're a Multi-Site Customer, you may have different Distributors for different Supply Addresses, depending on where the Supply Addresses are located.

Your Distributor is responsible for connecting the Supply Address to the network, maintaining that connection and physically supplying energy to the Supply Address.

You must notify us as soon as practicable if you enter into an agreement with your Distributor for the connection and supply of energy to the Supply Address.

We're not responsible for the reliability and quality of your energy supply.

Your energy supply is your Distributor's responsibility and outside our control. We cannot and do not guarantee the quality and continuity of your energy supply. Your electricity supply may be subject to things like variations in voltage and frequency, or voltage surges. Your gas supply may be subject to things like variations in quality, pressure and continuity. These things may cause damage to your equipment. We're not liable to you on any basis in connection with matters in this clause unless liability is imposed by the Regulations, and in that case, our liability is limited to the extent permitted by the Regulations.

You must take reasonable precautions to minimise the risk of loss or damage to your equipment or the Supply Address which may result from poor quality or reliability of your energy supply.

We may interrupt your energy supply.

We may interrupt your energy supply where permitted or required by the Regulations. This can include planned interruptions to install, test, repair, maintain, exchange, alter, replace or remove a meter. Where we arrange a planned interruption, we'll give you the notice and information required by the Regulations.

Your Distributor may also interrupt your energy supply, and will give you any notice or information about this that's required by the Regulations. As far as the law allows, we're not liable to you for this interruption.

We must give you historical billing and electricity usage information.

If you ask us, we must give you information about your billing history. We'll also give you historical electricity usage information on request and if the Regulations require. We may charge you for this information in line with the Regulations.

We must give you information about family violence support services.

If you are, or may be, affected by family violence, we must give you information about the availability of external family violence support services that are appropriate to your circumstances. You can also find an up-to-date list of these services at momentumenergy.com.au.

We may replace your meter.

We may arrange for the meter at the Supply Address to be replaced with a new one:

- if you request or agree to it
- if the meter is faulty or sample testing indicates it may become faulty, or
- if the Regulations require a replacement.

We may also arrange to replace the meter as part of a replacement program allowed under the Regulations. By entering into the Market Contract you authorise us to do this, and waive your rights under the Regulations to be notified, and opt out, of the meter replacement.

If the Regulations allow, you may be charged for the cost of supplying and installing the new meter or any additional meters supplied or installed.

Our liability is limited in some circumstances.

The Market Contract doesn't limit our liability for breach of contract or for our negligence.

It also doesn't exclude, restrict or modify:

- any consumer guarantee, right, remedy, condition or warranty conferred on you by the Australian Consumer Law, where to do so would contravene the Australian Consumer Law, or
- any other applicable law that can't be excluded, restricted or modified by agreement.

In these cases, as far as the law allows, our liability is limited to (at our option) replacing or resupplying any goods or services, or paying for their replacement or resupply. But if limiting our liability is not effective or enforceable, then our maximum aggregate liability for all proven losses, damages and claims arising from the Market Contract is limited to the total Charges you've paid us under the Market Contract, up to the time the liability was fixed.

To the extent allowed by the Regulations, you must indemnify us for any injury, loss or damage suffered by a third party in connection with your use of energy and claimed against us, to the extent that the injury, loss or damage is caused, or contributed to, by your negligence or breach of contract.

We may fail to, or delay in, exercising our rights.

If we fail to, delay in, or only partially exercise or enforce a right, power or remedy provided by law or under the Market Contract, it doesn't preclude us from, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under the Market Contract.

If we waive a breach of a term of the Market Contract, it doesn't mean we waive any other breach of that term or any other term of the Market Contract.

26. What else do you need to do?

You must tell us if someone at the Supply Address needs life support.

We take any situation involving life support seriously. If someone living at the Supply Address needs a life support machine or has a medical condition that requires a continuous supply of electricity or gas, let us know straight away so we can register the address as having a life support requirement and inform your Distributor. You'll also have to provide confirmation of your life support requirement from a registered medical practitioner. If you don't do this, we may deregister the address as a life support Supply Address.

Despite anything else in the Market Contract, if the Supply Address is registered by us or your Distributor as requiring life support equipment, we won't arrange disconnection.

You must allow access to the Supply Address.

You must make sure there's enough land at the Supply Address for the meter, the Supply Point and related equipment, and make it safe and convenient for our (or your Distributor's) representatives to access that metering equipment whenever they need to (for example, to install, maintain, repair, replace, read, test, inspect, alter, connect, disconnect or reconnect the meter). While this happens, the energy to the Supply Address may be interrupted, or disconnected and reconnected.

You also have to provide reasonable assistance if asked, and comply with all reasonable directions given by us, your Distributor and our respective representatives so these activities can be performed.

Our representatives will present official identification, if you ask.

If we, your Distributor, or our representatives can't access the Supply Address, you must schedule a time when you can make access available. You may be charged for this.

You must meet some safety obligations.

There are potential dangers in using energy. We're not responsible for the control and use of energy on your side of the Supply Point, and you accept all risks for this.

At the Supply Address, you must:

- ensure the electrical and gas installation and appliances are safe
- allow only accredited tradespeople to perform work on the electrical and gas installation and appliances
- keep all vegetation, structures and vehicles clear of power lines
- notify us (or your Distributor) of anything that may pose a risk to someone's health or safety, or the integrity of the supply network, and
- in an emergency, comply with all directions from us and/or your Distributor.

You must keep us and your Distributor informed.

Tell us, as soon as possible, if:

- any of your details known to us change, or
- there's a change that may materially affect the way metering services are provided to you, such as changes to access to your meter.

Also, you must tell us or your Distributor as soon as possible if there's a fault at the Supply Address.

If you don't own the Supply Address...

We may ask you to take reasonable steps to make sure the owner or other responsible person fulfils some of your obligations under the Market Contract.

STAYING IN TOUCH

27. How are notices provided?

Unless required otherwise by the Regulations:

- we can give you notices, including bills, personally, by post, or Electronically
- we'll get your consent before Electronically sending notices required or permitted under the Regulations, and
- where a notice under the Market Contract must be in writing, if you and we agree, the notice can be given verbally.

A notice is considered to be received:

- if sent by post, five Business Days after posting (unless it's actually received earlier), and
- if sent Electronically, the day we send it or when we receive delivery confirmation – whichever's earlier (unless we're notified that the delivery was unsuccessful or delayed).

28. What happens if there's a problem with your contact details?

You must give us accurate contact details, and let us know if they change. If we have trouble contacting you by your preferred channel (for example, if emails bounce or a letter is returned to us), we may send notices and communications to the Supply Address.

29. Will you receive marketing material?

By entering the Market Contract, you consent to us contacting you about offers or services that may suit you, unless at any time you advise us that you no longer wish to receive marketing materials.

COMPLAINTS

30. If you have a complaint or dispute...

Of course, we hope everything will run smoothly. But if you do have a complaint or dispute, start by contacting us – our contact details are on the second page. We'll handle your complaint in line with our standard complaints and dispute resolution procedures (you'll find these on our website, or ask us for a copy). We must let you know the outcome of your complaint.

If you're not satisfied with our response, you have a right to refer your complaint or dispute to the energy ombudsman in your state:

VIC: Energy and Water Ombudsman VIC, 1800 500 509, www.ewov.com.au

NSW: Energy and Water Ombudsman NSW, 1800 246 545, www.ewon.com.au

SA: Energy and Water Ombudsman SA, 1800 665 565, www.ewosa.com.au

QLD: Energy and Water Ombudsman QLD, 1800 662 837, www.ewoq.com.au

UNCONTROLLABLE EVENTS

31. What happens if there's an 'uncontrollable event'?

If we can't meet an obligation under the Market Contract because of an event outside our control, that obligation is suspended for the duration of the event – unless it's an obligation to pay money. The same applies to you.

If this happens to us, we'll let you know as specified in the Regulations. If it happens to you, you must let us know as soon as possible, including giving us full details of the event, how long it's likely to last, and the steps you'll take to remove or minimise the effect of the event.

Whichever party is affected by the event must make reasonable efforts to remove, overcome or minimise its effects (although neither of us is expected to settle any industrial dispute unfavourably), and must continue to meet any obligations that aren't affected by the event.

RETAILER OF LAST RESORT EVENTS

32. What if there's a 'Retailer of Last Resort Event'?

If there's a Retailer of Last Resort Event, the Market Contract will end on the date we can no longer sell you energy due to the event, and:

- you'll be transferred to another retailer
- we'll give your Personal Information to other parties in line with the Regulations, to facilitate the transfer
- you won't need to pay us any costs in relation to the transfer, but you'll still have to pay for energy we've sold you
- we won't be liable to you for any change in rates or terms imposed by the other retailer, and
- if you have a direct debit arrangement with us, we'll cancel it and notify both you and your financial institution.

PRIVACY AND CONFIDENTIALITY

33. How do we handle your Personal Information?

You've given your consent to us collecting, using and disclosing your Personal Information, including credit information, in line with our Privacy Policy and Credit Statement (which deals specifically with your credit related Personal Information).

You should refer to our Privacy Policy and Credit Statement for full details, but we may:

- disclose your Personal Information to a credit reporting body before, during or after we sell you electricity:
  - to obtain a credit report about you, and
  - to allow the credit reporting body to create or maintain a credit information file about you, and
- collect, hold, and use the credit information we get from a credit reporting body or another credit provider, as well as from our own records of your repayment history information and any default information, in line with the Privacy Act 1988 (Cth) and other relevant laws (including to conduct a credit assessment of you to determine your eligibility for the Market Contract or an Extra Product).

Please note, if you give us Personal Information about someone else (for example, contact information for a person authorised to access your account), you must tell them you've given us their Personal Information and ensure they're aware of our Privacy Policy.

If you are, or may be, affected by family violence, we'll take particular care to protect any Personal Information we hold about you, which may be used to identify or locate you. This includes information about your whereabouts, contact details, or financial or personal circumstances. We won't disclose or provide access to this information to any other person, including a person authorised to access information about your account. However, we will disclose your contact details to third parties who help us provide our services to you (for example, electricity distributors). Please check our Family Violence Policy for more information.

As well as explaining how we use and disclose your Personal Information, our Privacy Policy also explains how you can access or request a correction to your Personal Information, and how you can make a complaint about a breach of the Australian Privacy Principles.

You'll find current versions of our Privacy Policy, Family Violence Policy and Credit Statement at momentumenergy.com.au, or we can send you a copy on request.

GENERAL

34. Assignment and novation.

You can't assign your rights or novate your obligations under the Market Contract to another person without our prior written consent.

We may assign our rights or novate our obligations under the Market Contract to another energy retailer:

- by giving you notice, if the other retailer is our related body corporate, or the assignment or novation forms part of the transfer of all or part of our retail business to that other retailer, or
- if you otherwise agree.

We may also assign our rights or novate our obligations under certain provisions of the Market Contract to try to recover amounts you owe us.

35. Transferring your overdue amounts.

We may transfer any overdue amounts you owe us under the Market Contract to any other contract under which you purchase energy from us.

If we do this, we'll give you details of the transfer with as much notice as is reasonably practicable.

We'll comply with the Regulations, and take into account any payment difficulties you may be experiencing.

36. Applicable law.

The Market Contract for each Supply Address is governed by the laws that apply wherever that Supply Address is located. You agree to submit to the non-exclusive jurisdiction of the courts of that state.

EXPLANATION OF TERMS

Language.

In these General Terms:

- a reference to:
  - the singular includes the plural and vice versa
  - a document or law includes any variation or replacement of it, and
  - costs we incur includes our internal costs
- the words 'including', 'includes', 'such as' or 'for example' are not words of limitation, and
- headings are for convenience only and do not affect interpretation.

Definitions.

Australian Consumer Law – as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) whether applied as a law of the Commonwealth or any state.

Benefit – any financial or non-financial benefit set out in your Energy Plan (like fixed or discounted usage Charges, movie tickets or magazine subscriptions).

Business Day – any day that isn't Saturday, Sunday or a gazetted public holiday at the location of the Supply Address.

Charges – all amounts payable under the Market Contract, including those specified in your Energy Plan.

Cooling-off Period – the period beginning on the day the Market Contract starts and expiring 10 Business Days from (and including) the later of the day after you sign your Energy Plan or receive the Market Contract documents.

Customer – the residential or business customer identified in the Energy Plan.

Distributor – a company that is licensed or authorised, or exempt from the requirement to hold a licence or authorisation, to supply electricity or gas and related services via its distribution network to the Supply Address.

Electronically – by email, SMS, "MyAccount" (your Momentum Energy online account) or any other electronic means.

Energy Plan – the document that sets out the terms of our offer to sell you energy, including Charges and Benefits, and the Supply Addresses we'll sell energy to.

Extra Product – a product or service we may offer from time to time, additional to the sale of energy under the Market Contract.

Extra Product Terms – the terms and conditions that relate to our sale or supply of Extra Products.

General Terms – the terms and conditions in this document, which form part of the Market Contract.

GST – has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Market Contract – the agreement we and you have entered into for the sale of energy, consisting of the documents listed in Clause 3, including additional documents (like Extra Product Terms) that may be added to the agreement from time to time.

Multi-Site Customer – a Customer for more than one Supply Address listed in the Energy Plan.

Pass-Through Costs – direct or indirect costs incurred by us for the sale or supply of energy to the Supply Address, which we pass directly through to you.

Personal Information – information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not, and
- whether the information or opinion is recorded in a material form or not.

Regulations – any law or regulatory or administrative instrument relating to, or affecting, the sale or supply of energy to the Supply Address or otherwise relevant to our obligations under the Market Contract, including:

- in New South Wales, Queensland and South Australia, the National Electricity Law, National Electricity Rules, National Energy Retail Law, National Energy Retail Rules and the National Energy Retail Regulations,
- in Victoria, the *Electricity Industry Act 2000* (Vic), *Gas Industry Act 2001* (Vic), Energy Retail Code of Practice, and
- the Australian Consumer Law.

Responsible – financially responsible in the wholesale energy market for energy supplied to the Supply Points at the Supply Address.

Retailer of Last Resort Event – an event that results in us no longer being entitled to sell energy to you, such as the revocation of our retailer licence or authorisation or the insolvency or winding up of our retail business.

Small Customer – a Customer that uses energy at or below a level specified in the Regulations.

Standing Offer Prices – Charges for the sale and supply of energy under our model terms and conditions for standard retail contracts.

Supply Address – an address listed in your Energy Plan as an address at which you purchase energy from us.

Supply Point – any point where your Distributor's network connects to the energy installation at the Supply Address and includes the relevant meter.

Supply Start Date – the date we start selling energy to the Supply Address under the Market Contract.

Tax – any taxes (including GST and carbon or greenhouse emission tax), levies, imposts, deductions, charges, withholdings or duties of any nature imposed or authorised by law, other than income tax, fines or penalties.