

Market Retail Contract for Maximum Energy Retail Pty Ltd Trading as Circular Energy in conjunction with The People's Grid

INTRODUCTION

IMPORTANT INFORMATION – PLEASE READ CAREFULLY - This is a market retail contract for Maximum Energy Retail Pty Ltd trading as Circular Energy in conjunction with The People's Grid. It is about the sale of electricity at your premises. This Agreement is made up of these terms and conditions, your Energy Plan Details and any other terms and conditions provided (if applicable) (collectively referred to as the Agreement), including the Terms & Conditions of The People's Grid.

In order to participate in The People's Grid, you will be required to enter into this market retail contract with Maximum Energy Retail Pty Ltd trading as Circular Energy as well as agree to the Terms & Conditions of The People's Grid which can be found at www.thepeoplesgrid.com/terms

In addition to your Agreement, the Electricity Laws and the Consumer Laws also contain rules about the sale of electricity, and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and National Energy Retail Rules sets out specific rights and obligations about electricity marketing, payment methods and arrangements for customers experiencing payment difficulties.

If you are eligible for and accept a Solar Feed-In arrangement, the Solar Feed-In Agreement Terms and Conditions provided to you will apply to that arrangement, the Solar Feed-In Agreement Terms and Conditions form a separate contract between you and us (in addition to this Agreement).

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website. (Note for Victorian customers: There are no gas customer connection contracts in Victoria). More information about this contract and other matters are on our website www.circularenergy.net.au.

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By entering this Agreement you give your explicit informed consent to the following:

- You give your explicit informed consent that the payment due date will be 13 business days from the date we issue the bill;
- You give your explicit informed consent that you must pay your bill by Direct Debit or automatic credit card or debit card payment using a card registered with us;
- You give your explicit informed consent that bills, reminder notices and any other correspondence will be sent to you electronically and delivered to your nominated email address provided to us, unless you request otherwise;
- You give your explicit informed consent to make payments on a monthly or weekly basis;
- You give your explicit informed consent that some of your bills may be based on estimated meter readings, if a smart meter is not installed at your premises;
- You give your explicit informed consent that if you have a smart meter we will send you bills each month;
- You give your explicit informed consent that if the distribution company in your area charges for special services such as a disconnection, reconnection or special meter read, that you will pay these charges to us;
- You give your explicit informed consent that we may undertake an individual credit check in relation to this contract;

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

- You give your explicit informed consent that if you fail to pay for the energy you use we will undertake collections and/or legal activity and that this may affect your credit rating;
- You give your explicit informed consent for us to provide your personal information (including full name and contact details) to third parties that we may contract with in order to deliver you energy and the services under this contract.
- You give your explicit informed consent that your personal information (including name and email address) will be accessible by Maximum Energy and that Maximum Energy may share your personal information with its service providers, including Oxamii Pty Ltd, your local distributor and metering agent.

1. THE PARTIES

This contract is between:

- Maximum Energy Retail Pty Ltd (ACN 632 900 139) trading as Circular Energy who sells electricity to you at your premises (in this Agreement referred to as “**we**”, “**our**” or “**us**”); and
- you, the customer to whom this Agreement applies (in this Agreement referred to as “**you**” or “**your**”).

2. DEFINITIONS AND INTERPRETATIONS

2.1 Terms used in this Agreement have the same meanings as they have in the Electricity Laws. However for ease of reference, a simplified explanation of some terms is given at the end of this Agreement.

2.2 Where the simplified explanations given at the end of this Agreement differ from the definitions in the Electricity Laws, the definitions in the Electricity Laws prevail.

3. THE AGREEMENT

3.1 We agree to sell electricity to you and you agree to purchase electricity from us and accept the supply of electricity at the Supply Address or Supply Addresses in accordance with the Electricity Laws.

3.2 You may request that one or more further Supply Addresses be added to the Agreement and we agree to add any such additional Supply Addresses to the Agreement.

4. WHEN DOES THIS AGREEMENT START?

4.1 This Agreement starts on the Contract Start Date, which is the date you accept our market offer to supply electricity to you (before the relevant market offer expiry date):

- 4.1.1 by giving us your acceptance of the relevant market offer electronically (for example, by using our Online Acceptance Form, by email or by SMS); or
- 4.1.2 in any other manner that is consistent with the energy laws.

However, electricity supply won't start until the Supply Start Date.

4.2 The supply of electricity to your premises will start on the Supply Start Date, which will be the later of:

- 4.2.1 the day immediately after the expiration of your Cooling off Period;
- 4.2.2 the day you satisfy any preconditions in the Electricity Laws, including giving us

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

acceptable identification and your contact details for billing purpose;

- 4.2.3 the day when a new smart meter is installed at your Supply Address (at no cost to you and in accordance with clause 10); and
- 4.2.4 the day when we become the financially responsible retailer for your premises.

You authorise us to manage the transfer process from your current energy retailer to us.

Depending on your previous retailer and the market transfer process, it can sometimes take up to 3 months for us to become the energy retailer for your premises.

5. CANCELLATION DURING COOLING-OFF PERIOD

5.1. You may cancel this Agreement by giving us written notice of your intention to cancel this Agreement at any time during the Cooling off Period. Your notice must clearly indicate your intention to cancel this Agreement. If you do cancel this Agreement within the Cooling off Period, this Agreement will end immediately, and you will not have to pay us anything.

5.2 You may exercise your right to cancel this Agreement within the Cooling-Off Period even though you agreed to or accepted this Agreement.

5.3 Upon request, we will provide you with a copy of our record of your cancellation at no charge.

6. CANCELLATION AFTER COOLING OFF PERIOD

6.1 In addition to your right to cancel this Agreement under clause 5, you may end this Agreement after the Cooling off Period, by notifying us that you wish to end this Agreement, at no cost to you. In addition, this Agreement will come to an end if you decide that you no longer wish to participate in The People's Grid.

6.2 If you want to end this Agreement because:

- 6.2.1 you no longer wish to participate in The People's Grid and you terminate the Oxamii Terms, - this Agreement will end on the date on which your assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the premises);
- 6.2.2 you want to start taking energy supply at your existing premises from another retailer – this Agreement will end on the date on which your assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the premises); or
- 6.2.3 you're vacating your premises and your Agreement won't be continuing at your new premises – this Agreement will end on the date of the final meter read at the premises, unless 6.6 applies; or
- 6.2.4 you're remaining at your premises but wish your energy supply to be disconnected – this Agreement will end 10 business days after the date of disconnection as provided for in clause 7.1.6; or

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

6.2.5 you want to start an entirely new Agreement with us (rather than amend this Agreement to reflect new arrangements) – this Agreement will end on a date that we both agree.

6.43 In all of these cases, a final meter read will need to be taken at your existing premises. You can choose to wait for the next scheduled meter read or, if you want this to happen sooner, you can ask us to arrange a special meter read (in which case an additional fee will apply, unless we decide to waive it). If you're transferring your premises to another retailer and your new retailer arranges for a special meter read, we won't need to arrange it or charge you the fee.

6.54 You will be responsible for tariffs and charges for energy supply at your existing premises until and including the date of the final meter read (regardless of who actually used the energy).

6.5 In addition, if you continue to take supply from us at your existing premises after the date of the final meter read (for example, where we haven't disconnected the premises, the premises haven't been transferred to another retailer and you remain there), you will continue to be liable for tariffs and charges for that energy supply for as long as you continue to take supply.

6.6 If you're vacating your premises, you must also provide your forwarding address to us for your final bill under this Agreement.

6.7 If you're moving premises, you may ask us to transfer this Agreement to your new premises.

6.8 If you do so, we may offer to amend this Agreement by transferring this Contract to your new premises. The notice will specify the tariffs and charges and other terms and conditions that apply to this Agreement at your new premises.

6.9 If you accept the offer, this Agreement will be amended in accordance with the notice and will continue on those terms. We may also require you to pay a connection or reconnection fee at your new premises. If you reject the offer, this Agreement will end under clause 6.2.3.

6.10 Upon written request, we will provide you with a copy of our record of your cancellation at no charge.

7. WHEN DOES THIS AGREEMENT END?

7.1 This Agreement ends:

7.1.1 if clause 5 applies (Cooling-Off Period) – as set out in that clause; or

7.1.2 if clause 6.2 applies (Your right to end this Contract) – as set out in that clause (whether or not you give us the necessary notifications under that clause); or

7.1.3 if clause 12 applies (unsatisfactory credit check) – as set out in that clause; or

7.1.4 if clause 11 applies (Last Resort Event) – as set out in that clause; or

7.1.5 if you're not a small customer or are no longer a small customer and we notify you that this Agreement will end – on a date specified by us in the notice or as otherwise agreed between us; or

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

- 7.1.6 if:
- (A) the premises are disconnected (other than where we choose to disconnect after you leave the premises and clause 6.2.3 applies); and
 - (B) you haven't met the requirements in the Electricity Laws for reconnection, – at the end of the period of 10 business days from the date of disconnection; or
- 7.1.7 on a date or event specified in your Energy Plan Details; or
- 7.1.8 if we both agree to a date to end this Agreement – on the date that is agreed, referred to as the "Contract End Date".

7.2 Rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us. We may issue bills to you after this Agreement is terminated for energy supply and other services provided to you up until the end of this Agreement.

7.3 For any of the circumstances referred to in clause 7.1, a final meter reading is needed at your Supply Address. You may choose to wait for the next scheduled meter reading or, if you wish for this to happen sooner, you can ask us to arrange a special meter reading (for an additional fee, unless we determine otherwise). If you are transferring your premises to another retailer and the other retailer arranges for a special meter reading, we won't proceed or charge you the fee.

8. TERMINATION

8.1 We will continue to be the retailer for the Supply Address until the Supply Address is either disconnected or transferred to another electricity retailer.

8.2 If you wish to terminate this Agreement, you must either transfer the Supply Address to another retailer or have the Supply Address disconnected. You will remain liable to us for all electricity supplied to the Supply Address until you do so.

9. SUPPLY OF ELECTRICITY

9.1 You acknowledge that the Distributor is responsible for the supply of electricity to the Supply Address. You acknowledge that the supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage to your appliances or premises. We are unable to guarantee the quality and security of the supply of electricity.

9.2 The Distributor may disconnect, interrupt or reduce the supply of electricity to the Supply Address. To the extent permitted by law, you agree to release us from any liability for such disconnection, interruption or reduction in the supply of electricity or any variation in the voltage and frequency of the supply.

10. METERING

10.1 You must have a smart meter installed at your premises in order to be eligible to receive the Rates under this Agreement.

10.2 If you do not have a smart meter at your premises, you give us your explicit and informed

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

consent for us to install a smart meter at your premises. We and our metering agent are relying on you having the appropriate authority to authorise the meter change at your Supply Address and by entering this Agreement you confirm that you have this authority.

10.3 We will not charge you for the initial provision of the meter, although part of your ongoing bill will include costs passed on from our metering agent for costs associated with reading, testing and maintenance of the smart meter.

10.4 In order to install the smart meter, you acknowledge and agree that our metering agent will be required to turn your power off for around an hour in order to exchange your meter. You agree to notify us of any life support equipment or other reason why this may not be appropriate for you.

10.5 The timing of when the meter will be changed is subject to our metering agent schedule, which will generally be within 6 weeks from when we become the electricity retailer for your Supply Address unless your Supply Address is outside a major metropolitan area.

10.6 You must allow us or our metering agent safe, convenient and unhindered access to the Supply Address and meter for the purpose of reading the meter and for connection, maintenance, repair, disconnection and reconnection.

10.7 If you ask for your meter to be checked, we may require you to pay the cost the metering agent charges for that service. You will not be charged for the cost of the service if the meter is found to be faulty or incorrect.

10.8 If the meter at your Supply Address becomes faulty, we will notify you and arrange for the installation of a new meter, at no cost to you. This will require a brief power outage but will not require a change to your tariff or the price you pay.

10.9 You must provide reasonable protection for the metering installation, such as a meter box or covered location for metering. Maintaining this protected environment is your responsibility.

10.10 You acknowledge that metering equipment installed at your Supply Address is owned by us. Provider. You must not arrange for any changes to the metering. If changes are required you must contact us.

11. LAST RESORT SUPPLY ARRANGEMENTS

11.1 If a Last Resort Event occurs in relation to us, we must immediately cancel any direct debit arrangement and notify you and your financial institution of the cancellation.

11.2 If a Last Resort Event occurs in relation to us, the Agreement will be automatically terminated and you will not be liable for any payment.

12. CREDIT CHECKS

12.1 We may within our discretion carry out a credit check on you to establish and determine your credit rating or creditworthiness. In order to carry out a credit check we may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reports about you. In accordance with relevant laws, we may notify an overdue payment to a credit reporting agency.

12.2 If a credit check finds that your creditworthiness is not satisfactory, we may choose to end this Agreement immediately by notifying you within the Cooling Off Period.

12.3 Alternatively, we may within 14 days after the Cooling Off period give you notice amending the

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

terms of this Agreement by changing the Rates.

13. SECURITY DEPOSIT

13.1 In certain circumstances we may ask you to provide a security deposit, you must pay the security deposit when we ask you do so. The circumstances we can ask you for security deposit are governed by the Electricity Laws and the National Energy Retail Rules.

13.2 Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Electricity Laws and the National Energy Retail Rules.

13.3 We may use your security deposit and any interest earned to offset any amount you owe under this Agreement.

14. BILLS

14.1 The Rates and Charges payable by you for the supply of electricity under this Agreement are specified in your Energy Plan Details. You acknowledge that you have accepted and agreed to pay those Rates and Charges in accordance with the terms of this Agreement

14.2 Unless otherwise agreed, the bill we send to you ("your bills") will be calculated on:

- 14.2.1 the amount of electricity used at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Electricity Laws); and
- 14.2.2 the amount of fees and charges for any other services provided under this Agreement during the billing cycle; and
- 14.2.3 the charges payable for services provided by your distributor, including connection charges if you've asked for a new or changed connection;
- 14.2.4 any pre-payment, credit balance or outstanding balance on your account.

14.3 Unless otherwise agreed, we will send your invoices to the email address nominated by you in your Energy Plan Details.

14.4 We will invoice you at least every month, unless some other billing period is specified in the Energy Plan Details.

14.5 Where you elect to receive paper invoices, we may charge an administration fee to cover the cost of sending them.

14.6 We may estimate the amount of electricity consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example access to the meter is not given or the meter breaks down or is faulty) or, if you otherwise consent.

14.7 If we estimate the amount of electricity consumed at your premises to calculate a bill we must clearly state on the invoice that it is based on an estimate and when the bill is later read, adjust your invoice for the difference between the estimate and the electricity actually used.

14.8 If the meter has not been read due to your actions and you request us to replace the estimated invoice with an invoice based on an actual reading, we will comply with your request but may charge you a fee for a special meter reading.

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

14.9 If the estimation reveals that you have been undercharged, we will allow you to pay the undercharged amounts in instalments, over the same period of time which the meter was not read (if less than 12 months) or otherwise over 12 months.

14.10 Where you have been overcharged by less than \$100, and you have already paid the overcharged amount, we must credit that amount to your next bill.

14.11 Where you have been overcharged by \$100 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

14.12 If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

14.13 If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

15. PAYMENT TERMS

15.1 You must pay each invoice in full by the date specified on the invoice, using one of the payment methods provided in our invoices.

15.2 Under this Agreement you give us your explicit informed consent that the due date will be 13 business days from the date we issue the bill. You must also pay, by the due date, any additional charges under the terms of this Agreement as detailed on your bill.

15.3 Under this Agreement you give us your explicit informed consent that we will process payment in full for your bill, using your Direct Debit or Debit Card details that we securely hold.

15.4 Where you do not pay an invoice in full, we will apportion your payment between all Supply Addresses covered by the Agreement in proportion to their consumption of electricity during the relevant billing period.

15.5 Where we agree to accept payment by credit card, the merchant service fees charged by your Bank or credit card company may be passed on to you.

15.6 If any payment of an invoice is dishonoured or reversed, resulting in us incurring a fee, we may recover the fee from you.

16. GST

16.1 Amounts specified in our invoices to you, Energy Plan Details and other amounts payable under this Agreement may be stated as inclusive or exclusive of GST. Paragraph 16.2 applies unless the amount is stated to include GST.

16.2 Where an amount paid by you under this Agreement is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed onto the recipient of that taxable supply.

17. HISTORIC BILLING INFORMATION

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

When you request we will provide your billing history for the last 2 years within 10 business days of your request free of cost. We may charge you if we have already provided this information in the previous 12 months or if the information requested is more than a 2 year period.

18. BILL SMOOTHING

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

19. ISSUE OF REMINDER NOTICES

For commercial customers, if you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

For residential customers, we will issue a reminder notice no later than 21 days after the due date mentioned on the current bill.

20. DIFFICULTIES IN PAYING

20.1 If you have difficulties in paying your invoice, you should contact us as soon as possible. We may provide you with information about payment options.

20.2 If you are a residential customer and have told us that you have difficulty paying your invoice, we must offer you the option of paying your invoice under a payment plan. However, we are not obliged to do so if you fail to take reasonable action towards paying for the on-going energy use, cost of the on-going energy use and repaying the arrears.

20.3 Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship.

A copy of our Customer Hardship Policy is available on our website www.circularenergy.net.au.

21. WHEN RATES MAY BE VARIED

21.1 We may vary the Rates and Charges set out in your Energy Plan Details, or introduce new rates and charges, to reflect any increase in our direct or indirect costs or to allow us to fully recover our direct or indirect costs relating for any of the following reasons:

- 21.1.1 any change to regulated charges or tariffs, regulatory compliance requirements, metering charges, meter data charges, service charges, loss factors or charges resulting from the operation of the national electricity market;
- 21.1.2 any change in Distribution Network Charges, including the introduction of any "time of use" Distribution Network Charges or tariffs;
- 21.1.3 any change in the wholesale electricity hedge arrangements that we have in place, that directly or indirectly increases the cost to us of purchasing the electricity we sell to you, or the cost of hedging its wholesale price;
- 21.1.4 to reflect any new law, regulatory requirement or tax or a change to the interpretation of a law, regulatory requirement or tax or change to the basis for

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

imposing or calculating any existing tax.

21.2 We may also vary the Rates and Charges set out in your Energy Plan Details, or introduce new rates and charges, for any reason other than those set out in clause 21.1

21.3 We'll give you notice of any variations to tariffs and charges that affect you:

21.3.1 when required under the Electricity Laws, at least 5 business days before the variation applies; or

21.3.1 otherwise, as required or permitted by the Electricity Laws, as soon as practicable and in any event no later than your next bill.

21.4 If we vary the Rates and Charges or introduce new tariffs and charges in accordance with clause 21.2 or 21.3, and you notify us that you wish to end this Agreement in accordance with clause 6.1 within 20 business days after the date that you receive our notice of variation, then this Agreement will end in accordance with clause 6.

21.5 If a Rate or Charge applying to you changes during a billing cycle, we may calculate your next bill on a proportionate basis or as otherwise provided for in the Electricity Laws.

21.6 We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

22. DISCONNECTION

22.1 If you do not pay your bill by the due date and haven't made alternative arrangements with us, we may, as a last resort, disconnect your energy supply. However we will contact you beforehand.

22.2 If you would like us to disconnect the energy at your address, please contact us at least 3 working days before you require disconnection. We may also disconnect your supply if you:

22.2.1 do not allow us access to your meter or supply address (and we have made all required efforts to contact you);

22.2.2 have sourced energy illegally;

22.2.3 are in breach of your energy contract or any relevant regulations; or do not provide the acceptable identification required by your agreement.

23. NOTICE AND WARNING OF DISCONNECTION

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

24. WHEN WE MUST NOT ARRANGE DISCONNECTION

24.1.1 Your premises may not be disconnected during the following times ('the protected period'):

(i) on a business day before 8.00am or after 2.00pm for residential customer or 3pm for a business customer; or

(ii) on a Friday or the day before a public holiday; or

(iii) on a weekend or a public holiday; or

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
- (v) if you're being disconnected under clause 22 1.1 during an extreme weather event

24 1.2 Your premises may be disconnected within the protected period:

- (i) for reasons of health and safety; or
- (ii) in an emergency; or
- (iii) as directed by a relevant authority; or
- (iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

Note for Victorian customers: Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable energy laws.

- (v) if you request us to arrange disconnection within the protected period; or
- (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

25. RECONNECTION AFTER DISCONNECTION

25 1.1 We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:

- (i) you ask us to arrange for reconnection of your premises; and
- (ii) you rectify the matter that led to the disconnection; and
- (iii) you pay any reconnection charge (if requested).

25 1.2 We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

26. WRONGFUL AND ILLEGAL USE OF ENERGY

26 1.1 You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party; or (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
 - (iii) tamper with, or permit tampering with, any meters or associated equipment.

27. ASSIGNMENT OR TRANSFER OF THE AGREEMENT

27.1 You may only transfer this Agreement to another person with our written consent. You may also request that the Agreement be transferred to another Supply Address and we will do our best to accommodate that request.

27.2 We may assign, novate or transfer our rights and obligations under this Agreement to another retailer at any time by notice to you if:

- 27.2.1 that assignment, novation or transfer forms part of the transfer of all or substantially all of our retail sales business to another retailer of energy; or
- 27.2.2 you agree to that assignment, transfer or novation.

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

28. YOUR OBLIGATIONS

28.1 You must provide us any information we reasonably require for the purposes of this Agreement. You warrant that all information that you provide to us is true and correct and you must not mislead or deceive us in relation to any information that you provide to us.

28.2 You must promptly tell us if information you have provided to us changes, including your billing address or if your consumption of electricity materially changes.

28.3 If a person living at your premises requires life support equipment, you must register the premises with us or the Distributor. To register, you must provide written confirmation from a registered medical practitioner of the requirement for life support at the premises.

28.4 You must tell us or the Distributor if the life support equipment is no longer needed at the premises.

28.5 If you cannot meet an obligation relating to your premises under this Agreement because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or the responsible person for the premises fulfils the obligations.

29. OUR LIABILITY

29.1 The quality and reliability of the supply of electricity and the quality, pressure and continuity is subject to a variety of factors that are beyond our control. These may include, weather conditions, vandalism, demands on the system, the acts of your Distributor and any direction given by a relevant authority.

29.2 To the extent permitted by law, we provide no guarantee, indemnity, warranty or undertaking and make no representation to you about the condition, supply or suitability of the supply of electricity, other than those that are set out in the Agreement.

29.3 Unless we have acted negligently or in the bad faith, our liability to you for breach of any conditions or warranties under the Agreement or rights implied by the Consumer Laws or any other equivalent law is limited to the maximum extent permitted by those laws. In particular, to the extent permitted, our liability for a breach of any condition, warranty, representation or right which is implied into this Agreement under the Consumer Laws is limited, at our option, to providing you with equivalent goods or services, replacement goods or services, or payment of the cost of acquiring equivalent goods or re-supplying the service or the payment of the cost of having the services supplied again.

29.4 You agree to indemnify and keep us indemnified from and against any loss or damage suffered arising from any breach by you of the Agreement, including as a result of your negligence, for the maximum amount which we are entitled to be compensated under the common law (including in equity) or statute.

30. APPLICABLE LAWS

30.1 This Contract is governed by the laws in force in the State or Territory in which your premises are located.

30.2 Where this Agreement does not deal with any matter contained in the Code, that matter is deemed to be incorporated into this Agreement.

30.3 The Agreement and these terms and conditions do not amount to a waiver by us of, or an

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

agreement to vary or exclude the limitation of our liability provided by the Electricity Laws.

31 Notices and bills

31.1 Notices and bills under this Agreement must be sent in writing, unless this Agreement or the Electricity laws say otherwise.

31.2 If you've provided your consent in accordance with the Electricity Laws (either at the time of entering into this Agreement or at a later stage) to receive notices and bills electronically, we may send notices and bills under this Agreement to you electronically.

31.3 A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):

- (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case); or
- (ii) on the date 2 business days after it is posted where we use priority post; or
- (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.

31.4 Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

32. PRIVACY

32.1 We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our policy on our website

32.2 We collect your personal information and confidential information (including meter data) where it is required under the Electricity Laws and because we cannot provide electricity to you without it. We may also collect sensitive information (for example, if you have life support equipment).

32.3 You consent to us exchanging your information with our related bodies corporate, agents, contractors Oxamii Pty Ltd and where relevant to the Distributor and other energy retailers, where required to provide you with those products and services and also for any other purpose you consent to or as otherwise authorised by law. We may also disclose your personal information to a credit reporting agency in certain circumstances.

33. COMPLAINTS AND DISPUTE RESOLUTION

33.1 Complaints – If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website www.circularenergy.net.au.

33.2 OUR OBLIGATIONS IN HANDLING COMPLAINTS

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- a) of the outcome of your complaint and the reasons for our decision; and
- b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy And Water Ombudsman. Contact details for ombudsman is given in our

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

Customer Charter.

34. FORCE MAJEURE EVENT

If a Force Majeure Event occurs to you or us, our obligations and your obligations under the Agreement (other than an obligation to pay money for any electricity supplied by us to you) are suspended to the extent to which they are affected by the Force Majeure Event for so long as the Force Majeure Event continues.

35. GENERAL PROVISIONS

35.1 The Agreement represents the entire agreement between you and us and supersedes all prior arrangements or understandings between you and us.

35.2 If any term or clause of the Agreement is or becomes invalid or unenforceable, then the other terms remain valid and unaffected and will continue for the duration of the Agreement.

35.3 If we do not exercise or enforce any right or power under the Agreement, that failure will not amount to a waiver of that right or power. Any delay in doing so will also not amount to a waiver of that right or power.

35.4 Unless otherwise agreed, all communications and notices from us will be sent to you at your nominated email address, including invoices, welcome packs, reminder notices and disconnection notices.

35.5 If any amendments to the Agreement are, in our reasonable opinion, reasonably required due to a change in Electricity Laws or other applicable laws, regulations or codes, then we may make such amendments, which will commence from the date we notify you of the amendments.

36. DEEMED PROMPT NOTICE

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

37. OBLIGATION TO OVERCOME OR MINIMISE EFFECT OF FORCE MAJEURE EVENT

37.1 A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

37.2 Settlement of industrial disputes - Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

38. RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort Event (RoLR) occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this contract will come to an end

39. DEFINITIONS USED IN THESE TERMS AND CONDITIONS

Market Retail Contract for Maximum Energy Retail Pty Ltd

Trading as Circular Energy in conjunction with The People's Grid

- **acceptable identification** means one or more of the following for a residential or business (partnership) customer: a driver's licence, a current passport or a valid concession card issued by the Commonwealth. For a business (company) customer: a valid Australian Company Number or Australian Business Number.
- **Agreement** means your agreement with us which is made up of these terms and conditions and your Energy Plan Details.
- **billing cycle** and **billing period** mean the regular recurrent period for which you receive a bill from us.
- **business day** means a day other than a Saturday or a Sunday and that is not a public holiday in your state.
- **Charges** means the charges, fees and other amounts payable by you under this Agreement as set out in the Energy Plan Details and as varied in accordance with the terms of this Agreement.
- **Contract Start Date** means is the date on which this Agreement starts as determined under clause 4.1.
- **Code** means the Energy Retail Code of Victoria.
- **Consumer Laws** means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- **Cooling Off Period** means the period of 10 business days after the later of:
 - o the Contract Start Date; and
 - o the day on which you receive a copy of this Agreement in accordance with the Electricity Laws, referred to as the "Cooling-Off Period."
- **disconnection** means an action to prevent the flow of energy to the premises, but does not include an interruption.
- **distributor** or **distribution company** or **network company** means the entity responsible for the physical supply of energy and connection to your Supply Address. **Distribution Network Charges** means the charges and fees charged by the Distributor relating to the physical supply of electricity at the Supply Address.
- **due date** means the due date for a bill issued by us.
- **Electricity Laws** means all applicable legislation, codes, regulations, orders, rules, guidelines and tariffs that directly or indirectly relate to the sale and supply of electricity to the Supply Address, including, the National Energy Retail Law, the National Energy Retail Law Rules, the Code and any other applicable instrument that can be enforced by law or by a regulatory authority.
- **Energy Plan Details** means a document setting out the details of your supply of electricity including, without limitation, your product and service details, benefits, tariffs and contract term.
- **Force Majeure Event** means an event outside our reasonable control or your reasonable control.
- **GST** has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- **Retailer of Last Resort Event** means an event which triggers the operation of the "retailer of last resort" scheme under the applicable Electricity Laws.
- **life support equipment** means any of the following: (a) an oxygen concentrator; (b) an intermittent peritoneal dialysis machine; (c) a kidney dialysis machine; (d) a chronic positive

Market Retail Contract for Maximum Energy Retail Pty Ltd Trading as Circular Energy in conjunction with The People's Grid

airways pressure respirator; (e) crigler najjar syndrome phototherapy equipment; (f) a ventilator for life support; (g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support or otherwise where the customer provides a current medical certificate certifying that a person residing at the customer's premises has a medical condition which requires continued supply of energy.

- **Online Acceptance Form** means our internet-based process for the acceptance of relevant offers.
- **Oxamii** means Oxamii Pty Ltd (ACN 619 858 712).
- **Oxamii's Terms** means the terms and conditions governing your access to and use of the Oxamii's systems, including The People's Grid, as provided to you as part of the signing up process to The People's Grid, as amended by Oxamii from time to time.
- **The People's Grid** means the electricity matching platform owned and operated by Oxamii. and commonly known as "The People's Grid".
- **Rates** means the tariffs payable by you under this Agreement as set out in the Energy Plan Details and as varied in accordance with the terms of this Agreement.
- **Supply Address** or **Supply Addresses** means the site or sites specified in the Energy Plan Details where you accept the supply of electricity under the Agreement.
- **Supply Start Date** means the date we start supplying energy to your premises as determined under clause 4.2;
- **"us", "we", or "our"** means Maximum Energy Retail Pty Ltd trading as Circular Energy.
- **"you" or "your"** means a customer to whom the Agreement applies.