

RIMFIRE ENERGY

TERMS AND CONDITIONS

1. THE AGREEMENT

1.1 The parts of the agreement

These *terms and conditions* form part of our agreement with you for the sale of electricity at your *premises*. The other parts of the *agreement* are your *application* and the *product and price sheet*.

1.2 The parties

The *agreement* is between:

- (a) us, Rimfire Energy Pty Ltd ABN 81 160 378 941; and
- (b) you, the *customer* named in your *application*.

1.3 Scope of the agreement

Under the *agreement* we agree to sell you the electricity you consume at your *premises* and you agree to pay us for that electricity.

2. WHEN THE AGREEMENT STARTS AND ENDS

2.1 When does the agreement start?

- (a) By submitting your *application* to us, you made an offer to us to enter into the *agreement*. We may accept that offer by sending you an e-mail.
- (b) The *agreement* starts on the date we accept your offer.
- (c) When we e-mail you our acceptance, we will attach a copy of the *agreement* to the e-mail.

2.2 Cooling-off

- (a) You can cancel the *agreement* without paying any *exit charge* during the *cooling-off period*.
- (b) To cancel the *agreement* during the *cooling-off period*, call or write to us or send us an e-mail.

2.3 When we start selling you electricity

We will only start selling you electricity if and when:

- (a) the *cooling-off period* has expired;
- (b) there is a functioning *smart meter* at your *premises*;
- (c) your *premises* are *connected* to the *network*; and
- (d) if you are transferring your *premises* to us from another retailer, the transfer has been processed.

2.4 When does the agreement end?

The *agreement* will continue indefinitely unless it is terminated in accordance with clauses 2.2 or 10.

3. GETTING ELECTRICITY CONNECTED

3.1 Who is responsible?

PowerWater is responsible for *connecting* your *premises* to the *network*.

3.2 We can assist

- (a) We will ask *PowerWater* to *connect* your *premises* to the *network* at your request. Similarly, we will ask *PowerWater* to *disconnect* your *premises* from the *network* at your request.

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4. CHARGES AND DISCOUNTS

4.1 Consumption charges

We impose a *consumption charge* for each kWh of electricity you consume at your *premises*. The amount of our *consumption charge* is the same as the charge relevant to you under the *electricity pricing order*. If in the *application* you selected a standard tariff then the *consumption charge* is the same for each kWh you consume. If you selected a time of use tariff then the *consumption charge* is different for consumption during the *peak operation* and *off-peak operation* periods respectively applicable to you. *Consumption charges* initially applicable to you under the *agreement* are set out in the *product and price sheet*.

4.2 Fixed daily charge

We impose a *fixed daily charge* for each day we sell electricity to you at your *premises*. The amount of our *fixed daily charge* is the same as the charge relevant to you under the *electricity pricing order*. The *fixed daily charge* initially applicable to you under the *agreement* is set out in the *product and price sheet*.

4.3 Exit charge

If in accordance with clause 6.1 we arrange a *smart meter upgrade* for you after having agreed with you that we will waive the applicable *smart meter upgrade charge*, and then at any time before the end of the *minimum term* the *agreement* is terminated by you under clause 10.1 or 10.2, automatically under clause 10.3(b) or 10.3(d) or by us under clause 10.4, we may impose an *exit charge* the amount of which is to be determined as follows:

$$\left(\frac{X - Y}{X} \right) * Z$$

where:

X is the number of days in the *minimum term*;

Y is the number of days from and including the day on which the *minimum term* starts to and including the day on which the *agreement* is terminated; and

Z is the amount of the waived *smart meter upgrade charge*.

4.4 Additional charges

We also impose additional charges:

- (a) for any additional goods or services you request from us;
- (b) to recover any amounts charged to us by *PowerWater* in connection with your *premises* including *connection*, *disconnection* and *reconnection* charges, fault response charges, metering services charges, non-standard data charges and travel costs but excluding charges charged by *PowerWater* in connection with the supply of the electricity to your *premises*; and
- (c) as set out elsewhere in these *terms and conditions* or in your *application* or the *product and price statement*.

The amount of any additional charge will be fair and reasonable having regard to related costs we incur.

4.5 Discounts

We will apply any *discount* we have agreed with you against whichever one or more of our *consumption charges*, *fixed daily charges* and additional charges we have agreed with you the *discount* is to be applied against, provided you meet any conditions to which the *discount* is subject. The *discounts* we have agreed with you are set out in the *product and price sheet*.

4.6 Changes to your charges

- (a) If we discover the information about you or your *premises* detailed in the *application* is incorrect and as a result the initial *charges* set out in the *product and price sheet* are incorrect, we will adjust your *charges* accordingly, apply the adjusted *charges* with effect from when we started to sell electricity to you at your *premises* including if necessary under clause 5.4. We will notify you of the adjustment as soon as practicable.

- (b) If prices relevant to you under an *electricity pricing order* upon which our *consumption charges* and *daily fixed charges* are based change, or a new *electricity pricing order* is made with different prices relevant to you, then our *consumption charges* and *daily fixed charges* change also so that they are the same as those changed or new prices. We will notify you of the change as soon as practicable.
- (c) If at any time there is no *electricity pricing order* with prices relevant to you, then our *consumption charges* and *daily fixed charges* will be 110% of what they were immediately before that time, and they will increase from that time in line with changes in the *CPI*. We will notify you of these changes as soon as practicable.

5. BILLS

5.1 Your bills

- (a) We will bill you for our *charges* monthly.
- (b) We will send your bills to the email address detailed in the *application* or as advised by you from time to time.
- (c) Bills sent to the address in clause 5.1(b) will be deemed to have been received by you in accordance with clause 14.1(b).
- (d) *GST* applies to the sale of electricity. All bills will provide details of the *GST* to enable you to reclaim the tax if you are eligible.

5.2 Concessions

We are not able to and therefore will not apply any concessions to your *charges*, not even if you are the holder of a Northern Territory Pension Concession Card.

5.3 Paying for your bills

- (a) You must pay your bill by the due date shown on the bill. Your bill is not paid until we actually receive the funds. If your payment is due on a non-*business day*, you can pay that amount on the next *business day*.
- (b) If you will be away for an extended time, please contact our customer service team on (08) 8943-0650 to make payment arrangements.
- (c) You may pay your bill:
 - (1) by direct deposit into our bank account, if available and as advised on your bills from time to time;
 - (2) using BPAY, if available and as advised on your bills from time to time; and/or
 - (3) by Visa or MasterCard credit card through our website, if available and as advised on your bills from time to time.
- (d) Payments through BPAY or by credit card, if available, may take two *business days* to process, so you need to pay your bill early enough to make sure we still receive your payment by the due date.
- (e) We may impose an additional charge on you to recover any merchant service fees we incur because of the payment method you use in paying your bill, and also an additional charge to recover costs we incur if, due to fault on your part, payments you make to us are dishonoured or reversed. We do not have to accept payments by cheque but, if we elect to do so, we may impose an additional charge on you to recover our handling costs.
- (f) Failure to pay your bill by the due date may result in the *disconnection* of your electricity supply and outstanding amounts may be referred to a collection agency.

5.4 Undercharging and overcharging

- (a) If you have been undercharged in a bill, you must pay the undercharged amount to us plus interest from and including the date the undercharged amount would have been payable had it been charged at the right time to but excluding the date of full and final payment.
- (b) If you have been overcharged in a bill, we must reimburse the overcharged amount to you plus interest from and including the date the overcharged amount was paid to but excluding the date of full and final reimbursement.

- (c) Interest under clause 5.4(a) or 5.4(b) is payable at the rate charged by the Commonwealth Bank of Australia for sums up to \$100,000.

6. METERING

6.1 You need a *smart meter*

We cannot sell electricity to you at your *premises* unless you have a functioning *smart meter*. If immediately prior to the *agreement* starting there is no functioning *smart meter* at your *premises*, we will arrange a *smart meter upgrade* for you.

6.2 Bills based on *smart meter* readings and estimates

- (a) We will normally calculate the *consumption charges* included in your bill based on a reading of your *smart meter*, provided to us by *PowerWater*.
- (b) If *PowerWater* is unable to provide us with a *smart meter* reading for any reason, we will estimate our *consumption charges*.
- (c) Estimates of *consumption charges* will be based on:
 - (1) average previous consumption recorded for your *premises* over a similar period; or
 - (2) average consumption of similar premises that are supplied with electricity for a similar purpose.
- (d) Your bill will specify if our *consumption charges* have been based on an estimate.
- (e) If your *consumption charges* have been estimated and later we obtain a *smart meter* reading, we will include appropriate adjustments in subsequent bills accordingly.

6.3 Meter tests

- (a) *PowerWater* is required to ensure that all *smart meters* meet applicable Australian Standards and that they are properly maintained and replaced when necessary.
- (b) If you have concerns about your *smart meter* or our bills, you have the right to ask us to arrange to test the *smart meter*. We will arrange for the test within five *business days* of your request. You will need to pay an additional charge covering the related costs up front.
- (c) If the test shows the *smart meter* is not meeting applicable Australian Standards, we will arrange for *PowerWater* to replace or repair the *smart meter* and refund you the additional charge. We will also refund you any amounts which we may have overcharged you over the previous quarter.

6.4 Ownership of the *smart meter*

The *smart meter* remains the property of *PowerWater*.

7. YOUR ELECTRICITY SUPPLY

- (a) *PowerWater* is responsible for the physical supply of electricity to your *premises* and the reliability of the *network*.
- (b) As an electricity retailer, we do not control the physical supply of electricity to your *premises* and, except to that extent or as otherwise provided by *law*, we are not liable to you for ensuring the physical supply of electricity to your *premises*.
- (c) All faults, outages or other problems relating to the *network* should be reported to *PowerWater*. For emergencies, please call Emergency Services on 000, or call the *PowerWater* 24 hour emergency line on 1800 245 090.
- (d) Electricity supplied to your *premises* may be subject to:
 - (1) voltage and frequency fluctuations; and
 - (2) interruptions, for example, where required by *PowerWater*, for inspection, repairs, testing, maintenance or other works, in an emergency or for safety reasons.

8. SPECIAL MEDICAL NEEDS

You must notify us if you, or someone living at your *premises*, has special medical needs, such as the need for life support equipment. Your medical practitioner must provide written confirmation of your special medical needs. This confirmation must be provided to us annually or as often as we reasonably require it.

9. DISCONNECTION

9.1 When you could be *disconnected*

- (a) We may arrange for the *disconnection* of your electricity supply, but only as a last resort, if:
 - (1) you fail to pay the amount due on your bill or any subsequent notices by the due date;
 - (2) you default on an agreed payment arrangement;
 - (3) you prevent access to the *smart meter*;
 - (4) you obstruct a representative of *PowerWater* in performing their duties under the *law*;
 - (5) you fail to contact us before you start using electricity at your *premises*;
 - (6) you provide us with false or misleading information regarding the *connection* of your *premises*;
 - (7) you become *insolvent*; or
 - (8) we are permitted to do so under the *law*.
- (b) We will give you five days' warning in the form of a Final Demand Notice of our intention to arrange for the *disconnection* of your electricity supply for failure to pay your bill. However, if you default on your agreed payment arrangement, we will not give a Final Demand Notice and we may arrange *disconnection* immediately.
- (c) We will not arrange to *disconnect* your electricity supply if:
 - (1) we have agreed to and you are following an agreed payment arrangement; or
 - (2) you have raised a dispute which is still being investigated.
- (d) *PowerWater* may also *disconnect* your electricity supply if:
 - (1) your electrical installation is unsafe;
 - (2) your electrical installation creates a hazard to the *network* or interferes with another electricity consumer's installation or appliances; or
 - (3) illegal alterations have been made to your *connection*.
- (e) We will arrange to *reconnect* your electricity supply when payments in full are received for unpaid bills (or arrangements are made to pay the bill) or when breaches of the *agreement* are remedied. Reconnection generally occurs on the same day or within 24 hours in the major urban centres.

10. TERMINATION OF THE AGREEMENT

10.1 Termination when you give us notice

You can terminate the *agreement* by giving us 20 *business days*' notice.

10.2 Termination when you move out of your premises

- (a) If you are moving out of your *premises*, you'll need to give us at least 3 *business days*' notice indicating that you wish to terminate the *agreement*. You must include the date you are moving out in your notice, as well as a forwarding address to which we can send you a final bill.
- (b) We will do what we can to have your *smart meter* read on the date specified in your notice, or as soon as practicable after that date.
- (c) The *agreement* will terminate when you move out. However, you will still have to pay your final bill which will cover the period up until when we have read your *smart meter*.

- (d) If you do not give us notice that you are moving out, the *agreement* will continue after you have moved out. You will have to pay for electricity supplied to your *premises* even if someone else is using it.

10.3 Automatic termination

The *agreement* terminates automatically if:

- (a) you enter into a new agreement with us and we start selling you electricity at your *premises* under that new agreement;
- (b) you transfer your *premises* to another retailer;
- (c) we start selling electricity at your *premises* to another *customer*;
- (d) we have *disconnected* your premises and they remain *disconnected* for 10 *business days*; or
- (e) we are no longer entitled to sell you electricity under the *law*.

10.4 Termination for your insolvency

We may terminate the *agreement* if you become *insolvent* by giving you notice.

11. YOUR OTHER OBLIGATIONS

11.1 How you use electricity

In using electricity at your *premises*, you must:

- (a) not cause any interference within the *network*;
- (b) not take any supply of electricity otherwise than from the *network* or your own generation facility (if you have one); and
- (c) not on-supply the electricity supplied to your *premises*.

11.2 Illegal use of electricity

- (a) Illegal use of electricity supply is theft. Tampering with your *smart meter* or electricity supply equipment is extremely dangerous and may be illegal.
- (b) If electricity supply has been obtained illegally:
 - (1) we can estimate your usage and bill you for the usage which has not been paid for; and
 - (2) we can take legal action to recover the unpaid amount.

11.3 Access to the *smart meter* and *premises*

- (a) You must provide *PowerWater* with easy and safe access to *PowerWater*'s equipment on your *premises* including the *smart meter*. Access must be free from obstructions (such as locked gates), barriers and dangerous animals.
- (b) If *PowerWater* cannot gain access it may require you to remove the obstruction or have the *smart meter* relocated.

11.4 Safety and emergencies

You must:

- (a) maintain your energy installation and the appliances at your *premises* in a safe condition;
- (b) ensure that any work on your energy installation and appliances is done by accredited electricians;
- (c) keep all vegetation, structures and vehicles at your *premises* clear of your energy installation;
- (d) advise us or *PowerWater* of any safety issues; and
- (e) comply with directions from us or *PowerWater*.

11.5 Changes to your details

You must promptly inform us if there is any change to your contact details, your payment details, the purpose for which the *premises* are used or changes to access to your *smart meter*.

12. CUSTOMER SERVICE, COMPLAINTS AND PRIVACY

12.1 Standards of service

- (a) In our dealings with you, we will comply with the *agreement*, the conditions of our *licence* and the *law* including all applicable standards of service.
- (b) We will continuously monitor and review the quality of the customer service we provide to you. We will provide a report on our performance against our standards of service and other performance indicators to the *Commission* each year.

12.2 Complaints

- (a) Our *customers* are important to us and we welcome your feedback so we can work to improve our services to you. You can provide us with feedback by calling our customer service team on (08) 8943-0650 or via email on enquiries@rimfireenergy.com.au.
- (b) If you have a complaint, please let us know by calling our customer service team on (08) 8943-0650 or by emailing enquiries@rimfireenergy.com.au.
- (c) We will investigate your complaint, do all we can to resolve the problem, and report back to you promptly and courteously.
- (d) Our staff are trained to resolve your complaint in an efficient and professional way. If you are not satisfied with the way your complaint was handled please contact (08) 8943-0650.

12.3 Privacy

- (a) Your privacy is important to us and so we will only discuss the *agreement* with the *customer* or the authorised contact person detailed in the *application*. You must satisfy us of your identity before we discuss the *agreement* with you.
- (b) We will handle your *personal information* in accordance with applicable privacy *law* and our *privacy policy*.
- (c) Please visit our website at www.rimfireenergy.com.au or contact the Rimfire Energy Privacy Officer by email at enquiries@rimfireenergy.com.au, by telephone on (08) 8943-0650, or by post at Privacy Officer, GPO Box 1782, Darwin, NT, 0801 to discuss any privacy concerns or to obtain the most recent version of the *privacy policy*.

13. LIABILITY

13.1 We will comply with the *law*

We will comply with the *law*, unless and except to the extent the *Commission* or another regulator excuses us from compliance.

13.2 You are responsible within your *premises*

You are responsible for how electricity is used on your side of the supply point at your *premises*.

13.3 Uncontrollable events

If an event outside our control occurs and we cannot meet an obligation we have under the *agreement*, other than any obligation to pay money, then that obligation is suspended. You are entitled to the same relief. We will promptly notify you of any uncontrollable event which affects us and use our best efforts to overcome its effects, as you must do if you are affected.

13.4 Obligations if you are not an owner

If you cannot meet an obligation under the *agreement* because you do not own your *premises*, you must use your best efforts to ensure that the owner meets that obligation.

14. LEGAL MATTERS

14.1 Notices

- (a) Unless the law requires us to give notice in another way, we will give you notice in writing. We may do so personally, by post, by e-mail or by a message on your bill.
- (b) We will consider you to have received a notice given by post three *business days* after we posted it and a notice sent by email the day after we send the email.

- (c) We may also send you an email, SMS or other electronic communication letting you know that we are making a change or notifying you about something and where you can find more details (for example, our website).

14.2 Governing law

The laws of the Northern Territory govern the *agreement*.

14.3 Varying the agreement

Any variation to the *agreement* must be agreed by both you and us in writing.

14.4 Transferring the agreement

You cannot transfer the *agreement* to another person without our prior written consent. We also need your prior written consent to any transfer, except that we may transfer the *agreement* to a third party as part of any transfer of a substantial number of our *customers* to that third party. In that case we can do anything necessary to effect the transfer.

14.5 Definitions

In the *agreement*:

Act means *Electricity Reform Act*.

agreement means our agreement with you for the sale of electricity at your *premises* as first mentioned in clause 1.1.

application means the application that you submitted to us.

business day means a day that is not:

- (a) a Saturday or a Sunday; or
- (b) a day that is observed as a public holiday on the same day in the Northern Territory.

charges means *consumption charges*, *daily fixed charges*, any *exit charge* and additional charges set out or otherwise contemplated by these *terms*, your application or the *product and price sheet*.

Commission means the Utilities Commission.

connect means to physically connect the *premises* to the *network*, and *disconnect* and *reconnect* have a corresponding meaning, and *connect* also includes the provision of metering equipment and the maintenance of the *connection*.

consumption charge means the charge we impose for the electricity you consume at your *premises* as further detailed in clause 4.1 and as changed under clause 4.6.

cooling-off period means the 10 *business day* period following the date we accept your offer.

CPI means the Consumer Price Index (All Groups) for Darwin as published by the Australian Bureau of Statistics or, if that index is not available, another similar index determined by us.

discount means any discount we have agreed with you as further detailed in clause 4.4.

electricity pricing order means an electricity pricing order issued under section 44 of the *Act*.

exit charge means the charge further detailed in clause 4.3.

fixed daily charge means the charge we impose for each day we sell electricity to you at your *premises* as further detailed in clause 4.2 and as changed under clause 4.6.

GST means goods and services tax.

insolvent means unable to pay debts as and when they become due and payable or entering into any form of external administration.

law means any law or regulatory or administrative document.

licence means the licence granted to Rimfire Energy by the *Commission* dated 11 August 2014.

minimum term means a term of 3 years starting on the day we start selling you electricity under the *agreement*.

network means the electricity distribution network to which your *premises* are or are to be *connected*.

off-peak operation means 6pm to 6am weekdays and all weekends.

peak operation means 6am to 6pm weekdays including public holidays.

premises means the premises detailed in your *application*.

product and price sheet means the product and price sheet that relates to the supply of electricity to you at your *premises* and which forms part of the *agreement*.

privacy policy means Rimfire Energy's privacy policy, as updated from time to time.

PowerWater means Power and Water Corporation or any successor of Power and Water Corporation or any other person which is authorised or licensed to supply electricity through the *network*.

smart meter means a communications-enabled interval meter which records electricity consumption at regular 15 minute intervals or such a meter as is or is to be installed at your *premises*, as the context requires.

smart meter upgrade means installing a *smart meter* at your *premises*, replacing the existing meter at your *premises* with a *smart meter* or reprogramming the existing meter at your *premises* so that it functions as a *smart meter*.

smart meter upgrade charge means a charge we impose for a *smart meter upgrade* as set out in the product and price sheet.

terms and conditions means these terms and conditions.

14.6 Interpretation

In the *agreement*:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to any statute, order or code includes all statutes, orders or codes varying, consolidating, re-enacting extending or replacing them;
- (c) a reference to a person includes that persons executor, administrators, successors, substitutes, and permitted assigns;
- (d) when italicised, other parts of speech and grammatical forms of a word or phrase defined in the *agreement* have a corresponding meaning;
- (e) a period of time which: (a) dates from a given day or the day of an act or an event is to be calculated exclusive of that day; and (b) commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (f) an event which is required under the *agreement* to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*; and
- (g) a reference to costs we incur includes our internal costs.