



ERM Power Pty Ltd
Level 3, 90 Collins Street
Melbourne VIC 3000

13 23 76
Fax: 03 9663 2201
ABN 87 126 175 460

PO Box 18042
Collins Street East
Victoria 8003

service@ermpower.com.au
ermpower.com.au

Customer Charter

This Customer Charter outlines what you need to know about your rights, entitlements and obligations under your contract with ERM Power Retail Pty Ltd, trading as ERM Business Energy. Your contract with us may be a market retail contract whereby you accept an offer from us or a standard retail contract. If there is any part of this Customer Charter, or any material we have provided to you that you don't understand, please contact us on 13 23 76 and our service team will assist you. Terms that appear in italics are defined at the end of this Customer Charter.

Your contract with us

Market retail contract

If you have a market contract with us, you have given us your consent to supply your site(s).

Your contract commences with us on the date you accept our offer and is subject to any cooling off rights you may have. In addition to this Customer Charter we provide you with information that summarises prices and key features of your contract with us. For example, if you're a Victorian customer, we provide you with an Energy Price Fact Sheet and in NSW, QLD, ACT, TAS, SA we provide a Basic Plan Information Document.

Standard retail contract

Our standard retail contract generally only applies if you have not accepted an offer from us. This may occur where you moved into premises already supplied by us or your market contract with us came to an end and you did not enter into another contract (with us or another retailer). In Victoria, you can also request to go onto our standing offer contract at any time.

About your electricity supply

While we bill you for your electricity usage and remain your main point of contact for any of your electricity purchasing needs, your local distributor owns and manages the poles and wires that supply power to your site. Therefore, some issues that you may have in relation to electricity supply may be related to things that your distributor is responsible for.

You should note that we have no control over the quality of power supply to your site(s), including fluctuations and spikes. Many of these things are also beyond the control of the distributor, due to the nature of electricity supply.

We will communicate your requests, complaints, notices, enquiries or other connection service matters to your distributor within the time-frames required by *relevant rules* or the contract.

Below are the contact details for each distributor. If you are unsure about which distributor covers your premises, the name and contact details of your distributor can be found on your electricity bill. To find the distributor based on your postcode you can also visit www.ermpower.com.au/customer-support/ and use our Network Business Finder.

VIC

CitiPower – 13 12 80
Powercor – 13 24 12
Jemena – 131 626
United Energy – 132 099
AusNet Services – 13 17 99

SA

ETSA Utilities – 13 13 66

NSW

AusGrid – 13 13 88
Essential Energy – 13 20 80
Endeavour Energy – 131 003

ACT

Evoenergy - 13 10 93

TAS

Aurora Energy – 13 20 04

Products

For more information about our products, please visit www.ermpower.com.au.

Your bill

We will bill you every month or every three months depending on your meter type. For example, if you have a basic manually read meter, we will bill you every three months and if you have a remotely read interval meter, we will bill you monthly. If you have a manually read interval meter, the billing period may be either monthly or every three months.

Your bill will include information required by the *relevant rules* and regulations such as:

- Your name, account number, supply address and mailing address
- The unique national meter identifier (NMI) assigned to your supply address
- The period covered by the bill
- The relevant tariffs
- The total amount of electricity consumed in the period
- The total amount payable by you and the due date
- Telephone numbers for billing and payment enquiries and 24 hour faults and emergencies reporting
- Information on usage and greenhouse gas emissions

Your bill will usually reflect your actual usage for the billing period based on actual meter reads. If we cannot obtain an actual meter read due to property access issues or any other issues identified by your distributor, we can estimate the electricity you have consumed during the period.

If we receive substituted or estimated data from your distributor, we will clearly display this on your bill. If you would like to arrange access to your meter, you can contact us on 13 23 76 and we will make necessary arrangements with your distributor to obtain an actual meter read.

All fees will be displayed on your bill.

Adjustment of your bill

We will review your bill at your request. You must pay any portion of the bill that is not disputed or an amount equal to the average of your bills over the past twelve months.

In the unlikely event that we overcharge you, we will promptly credit your account with the difference.

If we undercharge you, we will recalculate and invoice you for the difference.

Payment options

We offer a range of payment methods for your convenience, which are listed on your bill.



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Unless otherwise agreed, you can pay by:

- Credit card
- By mail (cheque or money order only)
- Direct Debit
- Visiting an Australia Post outlet
- BPAY®
- Post Bill Pay

For more information regarding payment options, please visit www.ermpower.com.au/paymyaccount.

If you wish to arrange direct debit payments, please contact us on 13 23 76 or visit our website, www.ermpower.com.au/paymyaccount, and download and complete a direct debit request form. If under any circumstance our contract with you ends, we will cancel any direct debit arrangement with you.

If you choose to pay your bill by credit card, you agree we may pass any merchant service fees that we incur as a result of processing your credit card payment on to you.

Payment difficulties

If you are having difficulty paying your bill, please contact us on 13 23 76 as soon as possible. Alternative payment arrangements can be discussed, which may include negotiated instalment plans, at our discretion.

Life support

If someone residing at your business requires approved life support equipment, please visit www.ermpower.com.au/life-support/ to complete and return the Life Support Confirmation form to us. We will then register your property accordingly and advise your relevant distributor for the purpose of any planned outages. Our website also contains distributors' emergency numbers for life support customers. Occasionally your power supply may need to be interrupted for maintenance or other works. You will be notified at least four *business days* in advance of any planned retailer interruption. Registering as a life support customer does not guarantee you continuous uninterrupted supply as unplanned outages occur without notice at all. If you have any further questions around life support, please call our Customer Service team on 13 23 76.

Disconnection

The *relevant rules* allow us to disconnect your energy supply in certain circumstances, for example:

- If you refuse to provide us with *acceptable information*
- If you don't pay your bill by the due date and you haven't made alternative arrangements with us; or
- If you deny access to your meter for a period of three billing cycles in a row.

In these circumstances we will provide you with a disconnection warning before any disconnection occurs. We are always available to discuss any issues you may have and our preference is to resolve these issues rather than disconnect your electricity supply. If you are in Victoria and have a meter that is read remotely, any disconnection of your premises may also occur remotely.

The *relevant rules* also permit disconnection of your energy supply without warning if you have tampered with the meter or you are otherwise using electricity in a manner that isn't permitted by applicable laws and codes.

Your site(s) may also be disconnected by the distributor for power system reasons during things like blackouts or storms

Reconnection

If we have disconnected your electricity supply and you rectify the matter within 10 *business days* of the disconnection, we will reconnect you on request.

If you have a right to be reconnected and you contact us by 3pm on a *business day*, we will contact your distributor to arrange reconnection on that day. Otherwise, we cannot guarantee reconnection on that day.

We may still be able to arrange reconnection after 3pm on a business day, but an after-hours reconnection fee may apply.

How else can we help you?

At ERM Business Energy we understand that your time is best spent managing your business, we work to take care of your energy needs so you can concentrate on more important things.

We provide self-service options online, 24 hours a day. Alternatively you can contact us directly via phone or fax during business hours 8:00am – 6:00pm, Monday to Friday.

Whether you need a new meter connection or wish to transfer a site, our dedicated professionals are at your service.

As a guide, please allow up to 21 *business days* for a new connection conditional upon access and supply availability.

If you are moving within a metropolitan supply address, we require a minimum of three *business days'* notice so we can make all the necessary arrangements for your move.

For all regional areas we require a minimum of 10 *business days'* notice.

For sites transferring to us, we will contact your current retailer and your distributor to commence transfer from your next scheduled meter read date.

If you wish to transfer earlier, you can contact us to arrange a special meter read which will incur a one-off charge that will be applied to your first invoice.

Variations to the contract

Your contract with us may only be varied in accordance with the *relevant rules*, and by agreement between us. We will provide you with reasonable notice of our intention to vary the contract.

Cancelling the contract

If you would like to terminate your contract, we ask that you contact us as soon as possible. You are obliged to pay us all outstanding amounts.

We ask that you provide at least ten *business days'* notification if you intend vacating your supply address and provide us with safe access to your meter. If you do not intend remaining with us as a customer you must provide us with a forwarding address for the final bill. It is important that you provide us with this address as you will remain responsible for any electricity consumed at the supply address.

Our rights to terminate our contract with you

Our rights to terminate our contract with you are outlined in the *relevant rules*, and include where you have failed to comply with the terms and conditions of our contract with you.



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Your contract with us will automatically end if you transfer to another retailer.

Enquiries or complaints

To ensure that our customers remain satisfied, we ensure that our employees have sufficient discretion to resolve an enquiry or complaint at the time it is made.

We are here to help and our team of energy experts are equipped to help you with any enquiry or complaint you may have relating to your electricity account. We have an online enquiry form at www.ermpower.com.au, as we understand that you are busy and may not have time to wait on the phone.

Alternatively, if you would prefer to speak to one of our team, please call us on 13 23 76.

We expect to resolve most complaints when you initially make contact with us. If the matter is complex we may need up to 14 days to fully investigate the matter. In some cases, it may take longer to resolve your complaint. If that situation arises, the person responsible for managing your complaint will let you know and keep you informed during the process, either in writing or by telephone.

If you would like to escalate your complaint to a more senior level, please visit www.ermpower.com.au and refer to our Standard Complaints Handling and Dispute Resolution Procedure.

Privacy

We respect your privacy and will handle your personal information in accordance with the Privacy Act 1988 (Cth) and with our Privacy Policy (which is available on our website).

We will not use information provided by you to us in a manner inconsistent with the Privacy Act 1988, the National Privacy Principles or any other *relevant rules* or guidelines.

Contacting the Ombudsman

You may contact your local Ombudsman if, for any reason, you are not satisfied with the manner in which your concern or complaint has been managed by us, or with its outcome.

Your local Ombudsman provides a free, independent complaints resolution service and will usually expect that you have tried to resolve your complaint with us prior to raising the matter with them.

Your local Ombudsman operates Monday to Friday during normal business hours.

Australian Capital Territory

ACT Civil and Administrative Tribunal
Mail: GPO Box 370, Canberra ACT 2601
Phone: (02) 6207 1740
Fax: (02) 6205 4855
Email: tribunal@act.gov.au
Web: www.acat.act.gov.au

New South Wales

Energy and Water Ombudsman NSW
Mail: Reply Paid 86550, Sydney South NSW 1234
Phone: 1800 246 545
Fax: 1800 812 291
Email: omb@ewon.com.au
Web: www.ewon.com.au

South Australia

Energy Industry Ombudsman SA
Mail: GPO Box 2947, Adelaide SA 5001
Phone: 1800 665 565
Fax: 1800 665 165
Email: contact@ewosa.com.au
Web: www.eiosa.com.au

Victoria

Energy and Water Ombudsman Victoria
Mail: Reply Paid 469, Melbourne VIC 8060
Phone: 1800 500 509
Fax: 1800 500 549
Email: ewovinfo@ewov.com.au
Web: www.ewov.com.au

Tasmania

Ombudsman Tasmania
Mail: GPO Box 960, Hobart 7001
Phone: 1800 001 170
Email: ombudsman@ombudsman.tas.gov.au
Web: www.ombudsman.tas.gov.au

Further information

Please contact us if you would like us to provide you with:

- A copy of some of the *relevant rules*, codes and guidelines that apply to our contract with you
- Information on the tariffs that are available to you
- Our Privacy Policy
- Our Standard Dispute Resolution and Complaints Handling Procedure
- A large print copy of this Customer Charter

Most of this information is also available on our website, www.ermpower.com.au.

National Relay Service for hearing impaired customers 13 36 77

Interpreter service (with major community languages)

If you would like to talk to us in your own language, please call the Telephone Interpreter Service on 131 450 and they will contact us on your behalf.

Definitions

acceptable information means for a business customer, company acceptable information including the Australian Company Number (ACN) or the Australian Business Number (ABN).

business days means a day other than a Saturday or Sunday or a public holiday in the State in which your business premises is located.

ERM Business Energy, us, we and ours means ERM Power Retail Pty Ltd ABN 87 126 175 460.

relevant rules means:

For customers in Victoria – the Electricity Industry Act 2000 and the Energy Retail Code issued by the Essential Services Commission Victoria.

For customers in South Australia, Australian Capital Territory, New South Wales and Tasmania – the National Energy Customer Framework comprising the National Energy Retail Law and the National Energy Retail Rules.