



sonnenFlat

Market retail contract

Small residential customers

April 2019

About this contract

This contract, the sonnenFlat confirmation form, the direct debit terms and conditions (contained on our website) and the energy price fact sheet for the sonnenFlat tariff you've chosen, form the contract for the sale of electricity and sonnenFlat to you at your premises. In addition, the applicable laws also contain rules about the sale of electricity and we will comply with these rules in our dealings with you.

If any matter that is required to be included in this contract by applicable law is not expressly dealt with in this contract, the applicable law is incorporated as if it were a term of this contract. If there is any inconsistency between this contract and applicable law, then this contract will prevail to the extent of the inconsistency, unless applicable law provides that it must prevail.

About sonnen eServices

Sonnen eServices is a business name of Energy Locals Pty Ltd. Energy Locals is a social enterprise that offers customers fair and transparent electricity products which also help local Australian communities. Energy Locals has partnered with sonnen Australia Pty Limited to provide the sonnenFlat product. Sonnen is a supplier and manufacturer of battery storage systems, and creator of sonnenFlat.

Some of the services we provide to you will be provided by sonnen Australia Pty Limited or other third party providers, but Energy Locals Pty Ltd trading as sonnen eServices will always be the entity which sells you electricity under this contract, unless the contract is transferred to another party.

How to contact sonnen eServices

You can call us on 137 666 or email us at sonnenflat@sonnen.com.au or visit our website www.sonnen.com.au/en-au/sonnenflat.

About sonnenFlat

sonnenFlat is an electricity tariff for sonnenBatterie owners. You will receive a usage allowance of electricity for a fixed monthly fee. If your electricity usage exceeds the usage allowance provided under the tariff you will be charged for the excess usage at a per kWh rate. You agree that sonnen eServices can access the electricity stored in your sonnenBatterie.

Eligibility for sonnenFlat

You are only eligible for a sonnenFlat tariff if you comply with all of the following conditions on the date the contract begins and throughout its term:

- You must be a new or existing sonnenBatterie owner, where the sonnenBatterie is in warranty, with a solar system (collectively referred to as the "solar battery installation").
- The premises which will be supplied must:
 - be connected to the national energy market (we will let you know if you are not connected to the national energy market); and

- be metered by a remotely read interval meter (type 4). If the premises does not have the correct meter, with your consent and at your cost we will upgrade your meter to comply with this requirement.
- You must provide proof that the previous year's electricity usage did not exceed the usage allowance for the relevant tariff. This proof can take the form of the previous year's electricity bills provided it shows the amount of electricity produced and consumed by your solar system. If the solar battery installation has not been installed, or you are otherwise unable to confirm your previous year's energy usage, we may estimate your electricity generation and usage and decide if the you will fulfil this eligibility requirement at our discretion.
- You are the sole operator of the solar battery installation and you will keep the solar battery installation permanently operational and carry out any maintenance and maintenance work on the solar battery installation at your own expense.
- You will ensure that the sonnenBatterie can be accessed via the internet to permit remote data access and control of the sonnenBatterie.

The Parties

This contract is between Energy Locals Pty Ltd trading as sonnen eServices ("we", "our" or "us"); and you, the customer to whom this contract applies ("you" or "your").

If more than one person is named as a customer on your account, each person named is individually responsible for meeting all the responsibilities under this contract.

By entering this contract you give your explicit informed consent, and agree, to:

- being transferred onto a network tariff determined by us;
- the payment due date being 5 business days from the date we issue a bill;
- paying your bill by Direct Debit or automatic credit card or debit card payment using a card registered with us;
- invoices, reminder notices and any other correspondence being sent to you electronically and delivered to your nominated email address provided to us;
- if the distribution company in your area charges for special services such as a disconnection, reconnection or a special meter read, that you will pay these charges to us;
- making payments on a monthly basis;
- some of your bills being based on estimated meter readings, if a smart meter is not installed at your premises, where applicable;
- us providing your personal information (including full name and contact details) to any partner that referred you to us for the purposes of receiving marketing material, offers and promotions from that partner; and
- the transfer of this contract to sonnen Australia Pty Limited in accordance with this contract.

Term of this contract

This contract starts:

- 10 business days after the day you receive the required information about your contract (*your welcome pack*). You have a right to cancel this contract without penalty during this 10 day cooling off period, even if you agreed or accepted this contract;
- once you satisfy any pre-conditions set out in applicable law. This includes giving us acceptable identification and payment details;
- once we have notified you that you satisfy all of the eligibility requirements in this contract; and
- when we become the electricity retailer for your premises.

You authorise us to manage the transfer process from your current electricity 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 electricity retailer for your premises.

How this contract can be cancelled

We don't charge exit fees so you are able to leave whenever you want. To cancel this contract please call or email us. You must pay all amounts owing.

If you're cancelling because you're moving out of your premises, you need to provide at least 3 business days' notice. You must also provide us with safe and unhindered access to your electricity meter and a forwarding address so we can make sure your final bill reaches you.

This contract may also be cancelled by us (and we will not have to provide any compensation to you) if:

- You no longer fulfil the eligibility requirements for sonnenFlat set out in this contract;
- Your service address is not transferred to us within 3 months of you agreeing to this contract;
- You do not provide your payment details to us;
- Another retailer becomes the electricity retailer for your premises;
- You enter into a new contract with us that replaces this one;
- Another person enters into a new contract with us for your premises;
- You move out of your premises;
- Your premises have been disconnected for 10 business days and you do not have a right to be reconnected;
- Your solar battery installation ceases to produce electricity or level of production is materially diminished;
- You do not pay your bills on time and we notify you that this contract will end;
- We give you at least 20 business days' notice that your contract is being cancelled by us; or
- The meter at your premises becomes classified as 'large', meaning it is no longer eligible for one of the residential tariffs we offer.

Your general obligations

You must give us any information we reasonably require for the purposes of this contract, and that information must be accurate.

You must allow us full access to your sonnenBatterie (both physically and via the internet).

You must tell us promptly if the information you have provided to us changes. This includes your billing address, email address and phone number.

You will pay the fees set out in the energy price fact sheet to us in consideration for the sale of electricity to you.

If a person living at your premises requires life support equipment, you must register the premises with us or your local network company. To register you will need to provide written confirmation that is dated within the last three years and signed by a registered medical practitioner of the requirement for life support equipment at the premises. You must also tell us or your distributor if life support equipment is no longer required at the premises.

Your tariff

The price you pay for your electricity supply is as set out in the energy price fact sheet for your chosen tariff. Most fees are outlined in the energy price fact sheet. Certain fees are charged by your distributor for additional services and these are detailed on our website.

Your tariff can change from time to time in line with the relevant applicable laws. You will be notified of tariff changes on your first bill after the tariff change is announced, or by email no later than the date of your next bill to be impacted by the change, or otherwise as required by the relevant applicable laws. All current tariffs are published on our website.

A change in your circumstances or electricity usage could mean that you are no longer eligible for the tariff you are on. In this situation, we may transfer you to a different market offer tariff. This will happen either from the date you tell us there is a change in your circumstances or retrospectively from the date the change occurred, if you haven't told us about it.

You may be eligible for a different tariff to the one you are on and you can contact us to change to another tariff. If you are eligible we will make the change within 10 business days or from the date your meter is read or changed (as necessary).

If your tariff changes mid-way through a billing period, we'll calculate your next bill on a proportional basis.

GST will be added to different components of bills as required by current legislation.

Bills

We'll send you a bill via email as soon as possible after the end of each billing cycle (and at least every 3 months), and the information we provide in this bill will comply with the requirements of applicable law.

Your bill will be calculated in accordance with the energy price fact sheet. In calculating your bill, we'll take into account:

- the monthly fee agreed with you, and any fees for exceeding the relevant usage allowance (in each case as set out in the energy price fact sheet);
- Fees and charges for any other services provided under this contract during the billing cycle;
- Charges payable for services provided by your local network distributor. This may include connection charges if you have requested a new or changed connection; and
- Any pre-payment, credit balance or outstanding balance on your account.

We may estimate the amount of electricity you've used if your meter can't be read. This will also be the case if we don't receive your meter data from a metering provider when it's due, or if we believe that the meter data we have been provided is inaccurate.

Where we send a bill based on an estimate, we'll make that clear on the bill. We will also adjust your bill on a retrospective basis once we have actual meter data.

We will reconcile your payments with your usage when we receive meter data, which is likely to be either monthly or quarterly depending on the type of meter you have. When we do this we'll tell you if there's an outstanding balance on your account. If there is, we'll ask you to make a one-off payment so that your account is up to date.

Paying your bill

You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this contract you give us your explicit informed consent that the due date will be 5 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 contract as detailed on your bill.

Under this contract you give us your explicit informed consent that we will process payment in full for your bill or monthly instalment on the due date.

We may charge a fee as outlined in the energy price fact sheet and as permitted by applicable law for payments made by any other means, including by Credit Card and Debit Card, and for late payment.

Metering

We require access to your meter to ensure that your electricity usage doesn't exceed the usage allowance for your sonnenFlat tariff, and to comply with applicable laws. Depending on your type of meter, our legal obligations and other requirements, we endeavour to read your meter either monthly or quarterly but at least once every 12 months as a minimum. You must permit safe, convenient and unhindered access to your meter for maintenance and inspection.

If we receive meter data that shows we didn't charge you enough, we'll let you pay the undercharged amount in instalments over the same period of time that the meter was not read for (if less than 12 months). If for some reason the meter couldn't be read for more than 12 months,

we'll spread the undercharged amount over the following 12 months, as long as there was clear access to the meter during the period in which it should have been read.

The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

If new meter data shows that we overcharged you by less than \$50 and if you have already paid that overcharged amount, we will credit that amount to your next bill.

If the overcharge was \$50 or more, we will inform you via email within 10 business days and if you've already paid that amount, we'll credit it to your next bill. You can also ask us to refund it sooner.

If you ask for your meter to be checked, we may require you to pay the cost your distributor charges for that service. This amount will be refunded to you if the meter is found to be faulty or incorrect.

Security deposits

We may require you to pay a security deposit. The amount and circumstances of the deposit will be in accordance with applicable law.

We will pay you interest on the security deposit at a rate and on terms required by applicable law.

We may use your security deposit and any interest earned on it to reduce an amount you owe us if you have failed to pay a bill. We'll let you know if this happens.

If we no longer require the security deposit, it will be credited on your next bill along with any accrued interest.

Credit management

If you don't pay your bill, we will use credit management and debt collection procedures in accordance with applicable law. We may also refer you to an external debt collection agency for collection of unpaid amounts owed under this contract. Additional fees may be charged by these external agencies.

If you have built up a credit balance on your account, you may ask us to re-pay it to your nominated bank account if the balance is over \$200 and your next bill isn't due to be issued within the next four weeks.

Disconnection

We may arrange for the disconnection of your electricity supply in the following circumstances, in accordance with applicable law:

- You ask us to disconnect the supply or you move out of the premises;
- You fail to pay your bill by the due date and, if you're a small residential customer, you have not agreed to pay your bill by instalments or have not kept to your instalment plan;
- You refuse to provide a security deposit where we are entitled to require one from you;

- You fail to allow access to your meter for three consecutive meter readings;
- Electricity has been illegally or fraudulently used at the supply address; or
- We are otherwise entitled or required to do so under applicable law.

Prior to disconnection we will notify you in line with applicable law, except in certain circumstances, including for safety reasons. All disconnections and notifications will be carried out in accordance with applicable law.

Reconnection

We will ask your local distributor to reconnect your premises if, within 10 business days of your premises being disconnected, you:

- Rectify the matter that led to the disconnection; and
- Ask us to arrange reconnection; and
- Pay the reconnection charge we may ask you to pay.

We may terminate this contract within 10 business days following disconnection if you do not perform the actions outlined immediately above.

Notices and bills

Under this contract you give us your explicit informed consent to receive bills, notices and other communications via email and/or via our website. We will never send credit card, debit card or bank account details by email.

You must notify us via our website if your email address changes.

A notice or bill sent under this contract is taken to have been received by you or us (as applicable) on the date of transmission if sent electronically or two business days after it is posted if sent via paper.

If you disagree with the calculations on your bill, you can ask that we review it in accordance with our Complaint and Dispute Handling Procedure. We will inform you of the outcome of the review as soon as reasonably possible. While the review takes place you still need to pay the portion of your bill that is not under review.

Force Majeure

A force majeure event is one that is outside the reasonable control of you or us, which would result in you or us being in breach of this contract. If a force majeure event occurs:

- The obligations of the affected party, other than an obligation to pay for electricity supplied to your supply address, are suspended to the extent to which they are affected by the force majeure event;
- The affected party must give the other party prompt notice of the event, an estimate of its likely duration and the obligations affected by it; and
- The affected party must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible.

Privacy

We will comply with all relevant privacy laws regarding your personal information. Our Privacy Policy is available on our website and sets out how we will collect, use, store and disclose your personal information.

You consent to us using your personal information to provide a service to you under the terms of this contract. Personal information may be shared with our service providers and other third parties, including your local distributor, meter co-ordinator, meter provider, Centrelink (if applicable) and sonnen Australia Pty Limited.

You consent to us providing your personal information to any partner that referred you to us for the partner's promotional and marketing purposes, including making offers.

By entering into this contract you agree that we may exchange your personal information with other credit providers under the Privacy Act 1988 (Cth) for the purpose of assessing an application by you for credit; notifying other credit providers of a default by you; exchanging information with other credit providers as to the status of this credit where you are in default with other credit profiles; or to assess your credit worthiness.

You acknowledge that we are not responsible for how any third-party that we provide your personal information to under this agreement handles your personal information (including a partner).

If we believe that someone may have established an account with us for your property without your explicit consent, we may pass information to the police so that they can investigate whether someone has attempted to use your identity falsely.

Complaints and Dispute Management

We strive to deliver good service. If you feel we have not performed satisfactorily, please email us. We will follow our Complaints and Dispute Management Procedure that can be found on our website. If you are not satisfied with our response to your complaint, you may refer the matter to the Ombudsman in your state.

Governing law

The laws of New South Wales, Queensland, the Australian Capital Territory, Tasmania, South Australia or Victoria govern this contract, depending on the state your supply address is located in.

Exclusions

To the extent permitted by law:

- We are not liable to you for any loss or damage unless it arises out of breach of contract or negligence;
- We are not liable and make no representation to you on the reliability, quality or safety of your electricity supply (your local distributor is responsible for the physical supply) or any other goods or services provided to you under this contract;
- You are responsible for investigating the suitability of our products before accepting them;

- We are not responsible for any representations made by third parties or for fulfilling any obligations you have if you purchase any third party products or services outside of this contract, and we are not liable for any resulting loss or damage; and

You indemnify us against any loss or damage connected to or arising from the use of energy supplied to you, your breach of this contract or your negligence up to the amount we would otherwise have been able to recover under the relevant laws.

Consumer guarantees

Under the Competition and Consumer Act 2010 (Cth) you may enjoy certain consumer guarantees. To the extent permitted by law our liability under this contract for breaches of those consumer guarantees is limited to:

- providing equivalent goods or services (including electricity) to your premises; or
- paying you the cost of replacing the goods (including electricity) or acquiring other equivalent goods.

Changes to your contract

This contract may be amended in accordance with the procedures set out in applicable law. We will publish any changes to this contract on our website, and give notice to you of the change(s) and when they take effect. You expressly consent to us changing this contract in this way and will comply with any amended terms.

Transferring this contract

You cannot transfer this contract to another person without our prior written consent.

We need your prior written consent to any transfer of this contract, except that we may, and you give you explicit informed consent to us, transferring this contract to Sonnen Australia Pty Limited or its nominee (in either case the relevant entity will hold the necessary retailer authorisation to sell electricity to you) if the business arrangements between Energy Locals Pty Ltd and Sonnen Australia Pty Limited ends or requires such transfer to take place.

sonnenFlat

You agree to allow us and our service providers access and control of your SonnenBatterie, at our complete discretion and as we deem necessary. Any use by us or our service provider, of energy or capacity in your SonnenBatterie, will not contribute towards your usage allowance.

Definitions

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.

applicable law means all relevant legislation, regulations, codes, guidelines, orders in council, licences, authorisations, proclamations, directions, rules or standards applicable in the state or territory in which the premises is located and which govern the sale of energy or the energy contract between us including;

- guidelines or codes issued by the Essential Services Commission of Victoria including the Energy Retail Code; and
- the National Energy Retail Law, the National Energy Retail Rules, the Competition and Consumer Act 2010 (Cth) (which includes the Australian Consumer Law), the Privacy Act 1988 (Cth) and the Electricity Industry Act 2000 (Victoria).

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, Sunday or public holiday in your state.

customer means a person who buys or wants to buy electricity from a retailer.

disconnection means an action to prevent the flow of electricity to the premises, but does not include an interruption.

distributor or **distribution company** means the entity responsible for the physical supply of electricity and connection to your service address.

due date means the due date for a bill issued by us.

energy price fact sheet means the information sheet that contains the specific criteria for your chosen electricity tariff. All energy price fact sheets are available on our website.

force majeure event means an event outside the reasonable control of a party.

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

meter coordinator means the entity we appoint to arrange the installation, maintenance and replacement of the meter at your property.

National Energy Retail Law means the National Energy Retail Law (South Australia Act) Act 2011 and the law covering the same subject matter enacted by each participating state and territory.

partner means a person, organisation or business that promoted us to you, as a result of which you provided us with your Personal Information, and may include a club or association that you are a member of.

residential customer means a person who purchases electricity principally for personal, household or domestic use at their premises.

retailer means a person that is authorised to sell electricity to you.

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with applicable law.

small residential customer means a residential customer that falls within the definition of small customer under the applicable law.

tariff means the relevant tariff published by us from time to time.

usage allowance means the amount of electricity you are permitted to use under your tariff without incurring any additional costs.