

# Customer Charter

## About CovaU Pty Ltd

### **Thank you for choosing CovaU.**

What is simple about your energy bills? Not much at the moment, but here at CovaU we are changing things. At CovaU our business is about making your life easier, ensuring that you get the services that you need at the prices you can afford and help when it's needed.

## This Customer Charter

This Customer Charter is a summary of your rights, obligations and entitlements under the applicable codes and regulations which apply in your state for energy supply to small customers; it also includes our rights and obligations to you and governing bodies as well as some information on how we can help you save more. It is a formal document that sets out information of our service to residential and small business customers.

We recommend you take a little time to read this charter and discover things that relate to you. This charter provides you with a summary of your rights and obligations and our products and services. This Customer Charter is only a summary document, to find out more please refer to the Governing Bodies and Regulations page for more information that is available for your state.

If you have any questions, just call our friendly customer service team on 1300 689 866

## Contents

Our Role in Supplying Your Energy .....	3
Agreement with CovaU .....	3
Billing .....	5
Discounts, Concessions Rebates .....	7
Pricing, Rates and Tariffs .....	8
Payment Options.....	9
Your Responsibilities.....	10
Credit Management.....	11
Disconnections and Reconnections .....	12
Life Support.....	14
Privacy and Confidentiality.....	14
Contacting us and interpreter services.....	15
Faults and Emergencies.....	15
Continuity and Quality of Supply .....	16
Force Majeure.....	16
Governing Bodies, Regulation and Compliance.....	16
Definitions of Terms.....	17

## Our Role in Supplying Your Energy

As an Energy Retailer we sell you the energy that is delivered to your Supply Address through a distribution network, and we are responsible for billing you for your energy use. Your distributor delivers the electricity and gas to your property, through the 'pipes, poles, and wires' outside your property. In some instances, this may be the same company.

As your energy retailer, we will use our best endeavours to work with your distributor to arrange for the delivery of energy to your property and to help resolve any quality or continuity of delivery issues that may occur.

Your energy Distributor(s) is responsible for:

- The operation of the energy distribution network;
- Connecting and delivering energy to your property;
- Any faults and emergencies (we will include their phone number on each bill);
- Maintenance of poles, pipes, meters, wires and any other equipment required for delivering energy to your property, up to the point of your meter.

The nature of energy means that the continuity and quality of supply can be affected by a number of factors beyond our control as a retailer. Your energy supply can be affected by weather, accidents, and the various requirements of generators, distributors, and regulatory authorities.

## Agreement with CovaU

### Agreements

Your Agreement that you have with us is determined by whether you have entered into a standard (nonmarket) or retail market offer agreement with us.

An agreement is between you (a residential customer or business customer) and us (CovaU ABN 54 090 117 730) for the retail supply of energy (electricity, natural gas or both) to your premises. We agree to sell to you, and supply to your premises, energy and perform other obligations as set out our terms and conditions. In return, you agree to pay the amounts billed by us in your energy bill and to perform your other obligations as set out in your legally binding agreement between you and us.

CovaU offers electricity and gas services to residential and business customers. We have set out the types and summaries of the available agreements as follows:

### Standard (non-market) Agreement

Regulatory requirements in each state require us to offer or sell energy under a Standard (non-market) Agreement. A standard agreement will be based on the Standing Offer tariffs applicable to your premises and the Standard terms and condition that we publish in our web site.

If you have entered into a standard agreement with us, your agreement is subject to our published standard pricing and terms and conditions both of which are available on website [www.covau.com.au](http://www.covau.com.au).

You will be also deemed to be taking electricity from us under the "New Occupant Supply Arrangement" (based on our applicable Standard Offer tariff and our Standard terms and

conditions) if you move into a property where we were the energy retailer immediately before you moved in and you haven't entered into an agreement with us or another retailer, your energy consumption will be governed by the "New Occupant Supply Arrangement" until such time that you enter into an agreement with us or another retailer.

### **Market Retail Agreement**

You have entered into a Market Retail Agreement with us (unless your agreement is Standard Agreement) if you have accepted our CovaU Energy offer to enter into a Market Retail Agreement.

The terms, conditions, charges and period of your Market Retail Agreement will be as set out in that Market Retail Agreement, it will include your schedule and details relating to the specific plan you accepted.

### **Agreement Term**

Before accepting an offer you should nominate the term of the agreement. You can choose if you would prefer a Fixed Term contract or a No Fixed Term Contract. This will be specified on your contract and pricing schedule. If you have selected a Fixed Term contract, then the term of the contract is for the duration of the fixed term unless terminated earlier in accordance with the terms and conditions.

### **Commencement of Agreement**

If you are not an existing customer of CovaU, this agreement commences on the date you accept the terms of our offer either in writing or orally, once you have satisfied any relevant preconditions.

Our obligation to supply and sell you energy and your obligation to pay for the energy consumed at your premises is not binding until the supply start date, which is at the point your unique National Meter Identifier (NMI) and or your unique Delivery Point Identifier (DPI)/Meter Installation reference number (MIRN) number/s have been successfully transferred to CovaU. We consider that the agreement has commenced if your premises have a Standard Agreement with us unless you entered into our Market Retail Agreement or cancelled your Standard Agreement by giving notice to us.

If you are an existing customer of CovaU, this agreement commences on the date specified in your contract and your pricing schedule.

### **Cooling off period**

If you have a Fixed Term contract, your Agreement is subject to 10 Business Day cooling off period with us. You can cancel your Agreement during the cooling off period at no cost to you; you must notify us within 10 Business Days of receiving your contract which includes a copy of the Agreement Terms and Conditions. You may call us to cancel your Agreement on 1300 689 866. You may also use the cancellation notice provided with the Agreement Terms and Conditions.

If you selected a No Fixed Term contract you can cancel at any time at no cost by providing us with 3 business days' notice.

### **Cancellation of Agreement**

To cancel your Market Retail Agreement you must provide advance notice. If you wish to cancel a fixed term Agreement after the cooling period off has expired, but prior to the end of the Agreement term, early termination fees may apply; please check your contract agreement for relevant fees.

You may cancel your Standard Agreement (without penalty) at any time by providing us with 3 business days' notice.

### **Termination of Agreement**

CovaU could disconnect your energy supply if you have not paid your bill by the specified due date and have not made alternative arrangements, such as a payment extension or instalment plan.

All disconnections are subject to rules in the regulatory requirements that are applicable in your state and will only occur after every attempt has been made to contact you to organise alternative arrangements for payment.

If no resolution is found after disconnection of energy our agreement may be terminated.

### **Variations of Agreement**

We may vary our Market Retail Agreement Terms and Conditions at any time in the following circumstances:

- Required by Law
- Provides a benefit to you
- Has no impact on you

If we reasonably believe that the variation will have a minor detrimental impact on you we will provide you with notice as soon as possible and in any event no later than your next bill (unless a longer period is required under energy laws).

If the variation will have a larger detrimental impact on you, you may cancel your Market Retail Agreement without incurring any early termination fees. Variations to Standard or Standing Agreements will be made in accordance with the applicable Energy Laws.

## **Billing**

### **How you receive your bills**

You can select to have your bill emailed to any of your email accounts. You can select to have your bills posted to you through regular mail however there are small fees applicable for hard copy bills.

If we email your bill to your nominated email address and the email fails we will post your bill to your supply address and you will be deemed to have received it.

If you have a Standing Agreement, you can opt to have your bill posted you at no charge.

### **Billing information**

You will receive a bill on a monthly basis unless you have opted to a smoothpay arrangement in which case you will receive a bill after each scheduled meter read.

If your meters are read at a frequency other than monthly and you have not made a smoothpay arrangement then Interim Invoicing (monthly billing) will be applied. Interim Invoicing is based on your estimated annual consumption and network costs divided by 12 to provide you with an estimated monthly amount. Where an actual reading of your data is not available you will be sent an interim invoice for this estimated amount each month. Once your actual usage data is made available to us an actual invoice will be sent to you which will include your usage, supply charges, capacity and metering charges (if applicable), GST and any other services charges that are applicable to you during the supply period, less any amounts paid in interim invoices and eligible discounts. Any balances remaining on an actual invoice must be paid by the due date shown on an invoice.

Where automatic payments have been set up with Direct Debit or Credit Card any balances owing will be debited automatically on the invoice due date.

Residential customers can opt to be on a smoothpay arrangement which allows you to make more frequent smaller payments over the year to reduce the impact of quarterly bills on household or business budgets. Similar to Interim Invoicing we will estimate your annual energy costs and divide the estimated total by the amount of instalments you would like to make, you can then nominate your preferred payment frequency and dates along with your nominated financial institution and we will deduct the estimated amount on your nominated date. These amounts are held in credit on your account and applied to the first available invoice after your meters have been read. Any remaining balances must be paid by the due date shown on the invoice and will be automatically debited from your nominated financial institution where direct debit or credit card payments options have been selected.

Unless you have requested that we do otherwise, actual invoices will generally be based on your actual meter reading, but in some circumstances (including where you do not provide safe and easy access to your meter) may be based on an estimated or substituted reading in accordance with Regulations.

You must pay the amount specified on your bill by each due date as indicated.

- The due date will be at least 13 Business Days from the date of the bill
- You can pay your bill using any of the payment methods listed on your bill
- If you have elected to make automatic instalment payments by direct debit or credit card and have completed the relevant authorisation form, then we will deduct the amount owing on each bill from your nominated account or charge your credit card on the due date
- If there are insufficient funds in your account or your credit card is declined, any related fees imposed on us are payable by you and may be included in a later Energy bill. You will not be eligible to avail the Pay on Time discount in such a situation

## **Reviewing Your Account**

If you disagree with your bill, you can request a review. We will review your bill in accordance with our complaints and dispute resolution procedures and we will inform you of the outcome of the review as soon as reasonably possible.

During the time we are reviewing your bill, you must pay, in addition to any other bills that are properly due, the lower of:

- That portion of your bill that is not under review
- An amount equal to the average amount of your bills in the previous 12 months, excluding from the calculation the amount of the bill under review

If we are reviewing your bill and you request that your meter or meter readings be checked, you must pay the special meter reading in advance (if the meter, or meter data proves to be faulty or incorrect we will refund you the special meter reading fee). After reviewing your bill, if we are satisfied that your account is:

- Correct - you must pay the unpaid amount of that bill or ask us to arrange a special meter reading
- Incorrect - we will adjust your bill for any differences and refund any special meter read fees paid.

You may lodge a dispute with the Ombudsman after completion of our review if you are not satisfied with the decision of the review.

### **Historical Billing Information**

At your request, we will provide you with your billing data for the previous two years if the data is available. This data will be sent to you as soon as possible, free of charge.

If you request billing data that is more than two years old, we will do our best to provide this if the data is available. We may impose a reasonable charge for providing the data.

### **Undercharging and Overcharging**

In the event that we undercharge you, we are entitled to recover the amount undercharged. If the undercharge was caused by something we or your electricity distributor did, or failed to do (or in any case in NSW), we will limit recovery to the amount undercharged in the previous 12 months (9 months in VIC for most circumstances). We will explain the reason for the undercharge to you and identify the amount in your next bill, or a special bill. Sometimes, restrictions on recovery do not apply. For instance, if we have undercharged you because of something you (or an occupier of your premises) have done or failed to do, if a fraudulent act has taken place, or electricity has not been consumed in accordance with electricity legislation.

If we become aware that you have been overcharged, we will inform you within 10 business days. If you have already paid that amount we will repay that amount as you reasonably direct us to, otherwise we will credit your next bill. If the amount is less than the overcharge threshold which is currently \$50, we will credit your next bill. If you are no longer a customer, we will do our best to repay the amount to you within 10 business days.

If the overcharging was not due to something we or your electricity distributor did, or failed to do, we will only credit or pay you the amount you were overcharged in the 12 months before the error was discovered.

## **Discounts, Concessions Rebates**

### **Pay on Time Discount**

You may be eligible for a Pay on Time Discount, the amount of the applicable discount will be shown on your actual bill, along with the date that the bill must be paid in full by, in order for the discount to be applied.

Customers on Interim Invoicing must pay all Interim Invoice by the due date to remain eligible for their Pay on Time Discount which will be applied to their actual invoices only.

We will apply the Pay on Time Discount to the total dollar value of the usage component of the bill; however, we may deduct some concessions from your usage before discounts are applied. If you do not pay your account by the date specified on the bill, the Pay on Time Discount may not be applied. We may also reduce the Pay on Time Discount if you do not pay all your smoothpay instalment payments.

### **Direct Debit Discount**

If you are a Victorian Residential customer you may be entitled to a further discount if you have signed up for a market retail contract and have set up Direct Debit or Credit Card as an automatic payment method.

Direct Debit Discount is a percentage discount applied to the consumption charges only for each invoice where valid direct debit or credit card payments have been provided as an automatic payment method for eligible customers only.

Note: Additional merchant fees of 1% apply to credit card payments.

### **Concessions & Government Sponsored Rebates**

You may be eligible to receive a Government energy concession or rebate. If you are a Residential Customer, we will provide you with detailed information on Concessions, upon request by you. We will automatically apply to your account any Concessions that you are eligible for, provided you have supplied us with the appropriate details of your eligibility for the Concession and you have agreed to share that information with the relevant State or Federal government agency.

### **Sign-Up Rebates**

You may be eligible to receive a Sign-Up rebate, these rebates are offered by CovaU to eligible parties during the sign up process. If you are eligible for this rebate it will be applied to your first Actual Invoice that contains consumption charges. A Sign Up rebate is once off credit that is applied to eligible customers at the discretion of CovaU. If you decide to cancel your account with CovaU prior to your first invoice you will no longer be eligible for a Sign Up rebate.

Sign up rebates are not refundable or transferrable.

## **Pricing, Rates and Tariffs**

The rates under your Market Retail Agreement are based on your meter type and are set out in the CovaU Energy Offer.

The rates under your Standard Agreement are based on the average maximum rate determined by the Independent Pricing and Regulatory IPART and set by your retailer.

### **Tariff/Rates**

Your rate (or tariff) is the price you pay for your energy supply and is set out in either your CovaU Energy Offer Summary (for a Market Retail Agreement) or our Standard offer (for a Standard Agreement). You are responsible for the consumption of energy at your supply address and for all associated fees and charges, including any additional retail charges (e.g. for special meter readings), distributor charges and for any other goods or services supplied to you. These charges are detailed on our website.

CovaU will normally initiate a special meter read if your next scheduled meter read falls more than 30 days after sign up as part of the process to switch your services to CovaU. If a special meter read is required any associated fees and charges are payable by you.

### **Changes of Prices, Rates and Tariffs**

Our prices, rates and tariffs are subject to changes permitted under the Market Retail Agreement.

We reserve the right to change your Market Retail Offer rates from time to time and we will provide you with an advance notice of any changes to our prices, rates and tariffs, which will include a future date on which the change will take effect, where required by Energy Laws.

Our Standard Offer rates may be varied once every 6 months and we will publish our standard prices on our website.

## **Payment Options**

### **Flexible payment instalments to help you budget**

Pay us a set monthly amount so you are always paying towards your energy consumption with no nasty surprises when your bill arrives. If you have a Retail Market Agreement with us you agree to pay regular instalment payments as a contribution to your bill.

Based on the information you provide us, we will calculate your estimated annual energy costs. These costs are then simple divided by the number of predicted instalment payments. This estimation will be regularly reviewed and adjusted accordingly; we will inform you of any necessary adjustments.

Payments can be made via direct debit, or credit card. Please note that we will bill you separately for electricity and gas.

Your credit card or nominated bank account will be debited according to the guidelines on the direct debit authorisation form on the date specified by you. Your bill will be generated after your meter has been read and will show the total amount of energy used, and the associated costs of your tariff, less any payments already received by direct debit, or credit card through smoothpay or interim invoicing arrangements.

If there is an outstanding balance, you are required to pay it in full by the due date shown on the bill less any discounts that you are eligible for. Where automatic payments through Direct Debit or Credit Card have been set up, any balances owing on an invoice will be automatically debited from the nominated financial institution on the invoice due date.

Please note we do not pay any interest on instalment payments or credit balances.

### **Payment Methods**

- Credit Card
- Direct Debit
- Electronic Funds Transfer
- Bpay
- Cheque

Payment defaults may attract an additional charge which will appear on your bill.

### **True Up**

If we agree with your regular instalment payments, these instalments will be calculated based on an estimation of your energy usage. They will also be reviewed regularly to ensure they remain in line with your ongoing energy charges. You will be given 30 days' notice of any changes to your instalment payment. You may object to a proposed change in your instalment amount if the proposed change varies by 20% or more than your current agreement. You must notify us within the 30 days' notice period of your objection or the proposed change will become effective.

If you are on a Standard Agreement you can object to any proposed change of your instalment amount, you must inform us within the 30 days' notice period of your objection or the proposed change will become effective.

## **Your Responsibilities**

### **Access to the meter**

You must provide safe, convenient and unhindered access to your property and meter so that your meter can be read and for connection, disconnection and reconnection. You agree to pay the reasonable costs we incur as a result of your failure to allow such access as well as for any site modifications (if required).

You must inform us of any changes affecting access to the meter as soon as practicable

### **Estimated Reading**

If safe and easy access to the meter(s) on your premises is not obtained or in certain other circumstances an estimated reading will be made, based on previous usage patterns, in accordance with the regulatory requirements and your agreement. If you have been overcharged it will be credited on your next actual meter reading invoice.

For customers in NSW we must provide you with an option to pay an amount determined after access to the meter has been obtained and in VIC you can request that we replace an estimated invoice with an invoice based on an actual reading (other than interim invoices) of your meter and we will do our best to comply, however you may be charged an additional fee for this.

### **Updating Your Contact Information**

It is your responsibility to ensure that your contact information is kept up to date.

We will, where permitted by Regulation, send a notice, consent document or other communication to you by e-mail.

### **Moving or vacating the premises**

If you are moving or vacating the premises you must give us a minimum 3 Business Days' notice prior to the day you are planning to leave. We will need safe access to the meter/s to complete a final read.

You must also provide a forwarding address for your final bill under this Agreement. In the event that you provide no prior notification to us, you remain responsible for all energy consumed at the premises until such a time that:

1. you notify us that you no longer reside at the premises;
  2. A new occupant assumes responsibility by arranging a supply contract
  3. Another retailer becomes financially responsible for the site
- **Moving in** – energy already connected, simply let us know at least 3 business days prior to the day you are moving in and we will arrange for an initial meter read to occur and any reconnections of supply that may be necessary. Connections are not done on a weekend, or public holiday. We will let you know of any applicable connection fees or any further information that we may need from you when you contact us.
  - **Moving in** – energy not connected, if your new supply address is not already connected to the distribution network we will work with your distributor to determine the availability of supply and to organise a new connection to your address. This can take some time to organise so please call us on 1300 689 866 as early as possible to organise this.
  - **Moving out disconnections** – final readings and disconnections are not done on a Friday before a public holiday, weekends or public holidays. You will also need to provide us with a forwarding address for your final invoice.

If you don't provide us with 3 business days' notice, you may be responsible for the supply and sale of gas and/or electricity until the earlier of:

- The end of 3 business days (in NSW 72 hours for electricity) after we become aware of your desire to discontinue supply;
- When a new customer has opened an account at the premises (with us or another retailer)
- When the supply of energy is disconnected; and
- If you are a VIC customer and are evicted from the supply address – as soon as you give us notice

## Credit Management

### Credit Check/Verification of Identity

In accepting our offer, you authorise us to carry out a credit check on you to establish your credit worthiness and to use your identification details to verify your identity. If we conduct a credit check and the results are not satisfactory to us, we may end this Agreement immediately by notifying you within the Cooling-Off Period. Alternatively, in the 14-day period immediately after the Cooling-Off period, we may give you a notice amending the terms of this Agreement by replacing the tariffs, charges, and benefits specified in your CovaU Energy Offer with the Standing Offer prices.

### Credit Management Policy

Our credit management policies adhere to the applicable energy regulations. Please see our website for more details. [www.covau.com.au](http://www.covau.com.au)

### Payment Difficulties

If you are experiencing difficulty in paying your bill, you should contact us as soon as possible.

If you are a residential or business customer, there are a range of services we can discuss with you depending on your circumstances.

These may include:

- An instalment plan that gives you more time to pay your bills
- Having your bill redirected to a third person who has agreed in writing to the redirection
- Information on independent financial and other relevant counselling services
- Information regarding government concessions rebates or grants that may be available to assist with financial hardship
- Arrangements for advance payment towards future bills

### **Financial Hardship**

We define financial hardship as a situation where a customer is unable reasonably, because of illness, unemployment or other reasonable causes, to discharge those obligations of payment. Financial hardship can be of limited or long term duration.

CovaU considers financial hardship a state that involves an inability of the customer to pay bills, rather than an unwillingness to do so. Customer hardship can come about from a variety of situations and can result from a number of factors including:

- Loss of employment by the consumer or family member
- Family breakdown
- Illness including physical incapacity, hospitalization, or mental illness of the consumer or family member
- A death in the family
- Abuse of service by a third party leaving the consumer unable to pay the account
- Natural disaster

A Customer who is experiencing financial hardship will not have his or her electricity and gas supply disconnected, and will not face recovery action as long as the customer makes payments according to the terms of an agreed repayment plan with CovaU.

For more details of a financial arrangement see our Financial Hardship policy on our website.

## **Disconnections and Reconnections**

### **When we can disconnect?**

As a last resort, it may be necessary for us to disconnect your premises. Before we do that, we will follow all necessary processes required by legislation and our Agreement, including by giving you notice.

### **Disconnection for Non-Payment**

We can arrange for disconnection of your supply for failure to pay your bill if we have:

- Given you all the prescribed reminder notices, including a disconnection warning which states that we may disconnect you
- Followed all applicable Regulations

### **Disconnection for other reasons**

Other reasons you may be disconnected or your supply interrupted, include:

- If due to your acts or omissions, access to the meter is hindered as stipulated in your terms and conditions;
- If you have tampered with the meter or you are otherwise using electricity in a manner that is not permitted by applicable laws and codes
- If you refuse to provide Acceptable Identification when you are required to
- In an emergency
- For health and safety reasons including extreme weather conditions
- For maintenance
- Subject to the terms of your Agreement, you may request us to disconnect your Supply Address at any time.

### **When we cannot disconnect**

Unless you request otherwise, you will not be disconnected during times prescribed under regulation including:

- A business day before 8am or after 3pm
- A Friday or the day before a public holiday
- A weekend or a public holiday
- The days between 20 December and 31 December (both inclusive) in any year
- Where you have advised us that a person residing at the supply address is dependent on certain life support equipment (or in VIC is registered as a medical exemption supply address);
- Where you have made an application for payment under an instalment plan or for certain types of Government assistance, grants or concessions, and a decision on your application has not yet reached;
- Where you have an outstanding complaint with the Ombudsman (or other external dispute resolution body) directly related to the non-payment of an invoice or disconnection and the matter has not yet been determined;
- Where the only charge not paid related to goods/services other than for the supply or sale of energy (QLD (electricity), VIC only);

If your account has been disconnected for up to 10 business days, it may be final invoiced. Your network distributor may need to temporarily disconnect your energy supply from time to time for maintenance, for safety reasons or in emergency situations. A contact number for faults and emergencies (including disruptions) will be included on your invoice.

*Your supply may be disconnected within the protected period:*

- *For reason of health and safety*
- *In an emergency*
- *As directed by a relevant authority*
- *If you're in breach of the relevant clause of your customer connections contract that deals with interference with energy equipment*
- *If you ask us to arrange disconnection within the protected periods*

### **Reconnection**

When the reason for disconnection has been resolved and all conditions have been met, you will be reconnected.

If we have disconnected your supply because you have not paid your account, and then you subsequently pay your account (or we agree a payment arrangement) within 10 Business Days of the disconnection, we will arrange for reconnection of your supply address. You may have to pay a reconnection charge.

If we have disconnected your supply due to another event (other than an emergency or maintenance) and you rectify that reason within 10 Business Days of the disconnection, we will arrange for reconnection of your supply address. You may have to pay a reconnection charge. Otherwise, you will be reconnected when the event has ended.

In VIC and NSW:

- If you request reconnection after 3pm on a business day we will arrange for reconnection on the day of the request; and
- In VIC if you request reconnection after 3pm on a business provided the call is made prior to 9pm we will arrange for reconnection on the same day provided you agree to pay an afterhours reconnection fee or otherwise by the end of the following business day.

## Life Support

If a person living at your premises requires life support equipment, you must register the premises with us. We will ensure that this information is registered with your Distributor so that any interruptions in supply may be handled appropriately. You will be asked to fill out a form, to be signed by your Doctor to confirm the details of your life support equipment. This information may be requested independently of your eligibility to claim any life support Concession available in your state.

You must tell us if the life support equipment is no longer required at the premises.

## Privacy and Confidentiality

We collect customer information so that we can identify you, manage your account, provide service you have requested, and inform you of other related products and services to meet your needs.

We will only use or disclose personal information with your consent or in ways you would reasonably expect, including:

- To undertake a credit check of your credit history
- To enable connection to your premises
- To bill your electricity and gas services and other related services with us
- For debt recovery purpose (this may include disclosure to external debt collectors and listing with credit reporting agencies)
- For our legal and regulatory reporting and compliance requirements
- As permitted or required by law, including instances where we are required or permitted by our retail authority to do so, such as to a law enforcement agency

We are bound by the Privacy Act 1988 and the National Privacy Principles, which can be obtained through the website of the Federal Privacy Commissioner: [www.privacy.gov.au](http://www.privacy.gov.au).

A copy of our Privacy Policy can be downloaded from our website.

We will take all reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date. We therefore recommend that you let us know if there are any errors in your personal information, and keep us up to date with any changes. You may edit or delete the personal information you provide to us on our website (unless the information is mandatory for your registration). To do so, you

must first log in as a registered user, using your username, customer reference number and password. If you are unable to access this information, please send an email to: [support@covau.com.au](mailto:support@covau.com.au).

## Contacting us and interpreter services

### Contacts Us

All Enquiries & Payments: 1300 689 866  
Fax: 1300 997 331  
Email: [support@covau.com.au](mailto:support@covau.com.au)  
Mailing Address PO Box R241 ROYAL EXCHANGE NSW 1225

### Interpreter Services

If you are a Residential Customer and the main language you speak is not English, but is a language common to our Residential Customer base, we will provide you with access to multi-lingual service. The contact number for this service is printed on all of our bills.

## Complaints

CovaU aims to provide the highest level of customer service, which includes the handling of complaints.

Our complaints handling policy was created to be a fair and efficient mechanism to handle customer complaints.

If you wish to write to us (by email, facsimile or mail), you should provide your contact details, including your name, supply address and telephone number, account number and the details of your enquiry or complaint, including a copy of any supporting information.

You can contact us by using your preferred method in our Contact Us details on our website.

For all phone enquiries relating to your bills, connection services and other services arranged by us, you can contact us on 1300 689 866 from 8.00am to 6.00pm Monday to Friday. We will use our best endeavours to promptly respond to telephone calls and to written enquiries within 5 business days.

If at the end of the process you are not satisfied with our response, please ask for your complaint to be raised to a senior person in our organisation.

If you are not satisfied with our response, you may refer the complaint to your energy Ombudsman. You may also ask us to provide the reasons for our response in writing.

Where you have entered into an Agreement with us, you may also be contacted as part of an audit procedure, to confirm your understanding of and consent to the terms of that Agreement.

## Faults and Emergencies

If you experience any type of gas or electricity failure or emergency, you can call the faults and emergencies number on your bill, or refer to the Distributor's website. Alternatively, you can call us and we will assist you where possible.

## Continuity and Quality of Supply

Due to the nature of energy, we cannot guarantee the quality, frequency, and continuity of energy to your property. Interruptions and inconsistencies with energy supply can cause problems with your sensitive equipment. We would suggest that you take reasonable precautions to minimise the risk of loss or damage to any equipment, property or your home, which may result from poor quality, or reliability of electricity supply.

## Force Majeure

A force majeure event is an event outside the reasonable control of you or us, which would result in you or us (the affected party) being in breach of obligations under our energy supply Agreement.

If a force majeure event occurs:

- The obligations of the affected party are suspended to the extent to which they are affected by the force majeure event as long as the force majeure continues
- The affected party must give the other party prompt notice of the force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects

The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither you nor we are required to settle any industrial dispute in any way that you or we do not want to).

## Governing Bodies, Regulation and Compliance

### Governing Bodies

There are several national agencies and departments that govern the way that we operate as an electricity retailer. There are also state specific agencies and departments that govern the operation of electricity retailers in their states.

#### National:

- Australian Competition and Consumer Commission (ACCC)
- Australian Energy Market Commission (AEMC)
- Australian Energy Market Operator (AEMO)
- Australian Energy Regulator (AER)

#### State wide:

- Energy Safe Victoria
- Essential Services Commission of South Australia
- Essential Services Commission (VIC)
- Independent Pricing and Regulatory Tribunal (IPART) NSW
- Queensland Competition Authority (Electricity) (Gas)

## State Ombudsman:

- Energy and Water Ombudsman NSW (EWON)
- Energy and Water Ombudsman VIC (EWOV)
- Energy Ombudsman QLD (EWOQ)

## Compliance and Regulations

The energy market is governed by numerous acts and regulations. The role of the governing bodies is to administer the markets in accordance with these acts and regulations together with overseeing the operation of the market.

### National

- Competition and Consumer Act 2010 – Previously the Trade Practices Act
- Fair Trading Legislation
- Marketing Codes of Conduct
- Other rules and guidelines published by regulators
- Privacy Act 1988 (Cth)

### Victoria

- Electricity Industry Act 2000 (Vic)
- Energy Retail code (Vic)

### New South Wales

- Electricity Supply Act 1995 (NSW)
- Electricity Supply (General) Regulation 2001 (NSW)

## Definitions of Terms

**Acceptable Identification** means, in relation to a Residential Customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other entitlement card issued under the law of the Commonwealth or of a State or Territory or a birth certificate. If a Business Customer is a partnership, each of the partners may need to be identified. If a Business Customer is a company, acceptable identification includes the Australian Company Number or the Australian Business Number.

**Business Customer** means a customer who is not a Residential Customer.

**Business Day** means a day other than a Saturday or Sunday or a national/state public holiday.

**Energy** means Electricity or Gas or both depending on your service agreement with us.

**Charter** means this document that sets out your rights and responsibilities.

**Concession** means a state government concession, rebate, or grant.

**Distributor** means the company, which owns and operates the distribution network of poles and wires through which electricity or gas is provided to your Supply Address.

**CovaU or we or us** means CovaU Pty Ltd

**Ombudsman** means the Energy Ombudsman or other dispute resolution body who has jurisdiction in your State or Territory.

**Residential Customer** means a customer who purchases electricity principally for personal, household, or domestic use at the relevant Supply Address.

**Retailer** means a company licensed to sell electricity or gas as authorised under the relevant State Laws or the National Energy Retail Law (South Australia) Act 2011.

**Service Agreement** means Market Retail Agreement or Standard Agreement unless stated otherwise