

## 1. This Customer Charter

Thank you for choosing CovaU

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 1 300 689 866.

## 2. The easy way to manage your energy

### Online Account Management

Our Online account management system is an easy and convenient way of managing your account online. With Online Services you can receive and pay your bills online, update your details and fully manage your account.

## 3. Our Role in Supplying Your Energy

As your 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.

## 4. Agreement with CovaU

You can choose either a Standard Retail Agreement or a Market Retail 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, 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 in your agreement. 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.

### Standard Retail Agreement

A standard agreement will be based on the Standing Offer tariffs applicable to your premises. 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

A Market Retail Agreement offer will specify any special discounts and incentives, as well as outlining prices, fees and charges and may include an Early Termination Fee. Under a Market Retail Agreement, you may be offered an Energy Plan with either variable or fixed rates. Variable rates can change during your Energy Plan, with written notice to you, in accordance with regulatory requirements. Fixed rates will not change for the duration of your current Energy Plan Period.

## 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.

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

A 10 Business Day cooling off period applies to Market Retail Agreement, or Fixed Term Agreement. You may cancel the Agreement during the cooling-off period at no cost by notifying us. 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 Agreement you can cancel at any time at no cost by providing us with 3 business days' notice.

## 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.

## 5. Billing

### How you receive your bills

Our online account management tool allows you to view your bill online, you will be notified via email when your bill is ready and 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.

Refer to <https://www.covau.com.au/additional-fees/> for the application fees.

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

### Billing information

Your bill will be issued after every meter reading and is available to be viewed through an online account management system.

Unless you have requested that we do otherwise, your bill 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.

If your premises is in VIC, the Greenhouse gas disclosure or benchmarking information will be included on your electricity bills. Refer to [Guideline: Greenhouse Gas Disclosure on Electricity Customers' Bills | Essential Services Commission](#) for more information.

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

- The due date will be at least 21 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.

If your bill is being reviewed, you still are required to pay any other bills from us that are properly due for payment and the lesser 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 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 or 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, we will limit recovery to the amount undercharged in the previous 12 months. 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.

Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we will credit that amount to your next bill.

Where you have overcharge by \$50 or more, we will inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request. If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days. If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

## 6. Concessions

### 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.

## 7. 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.

### 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.

## 8. Payment Methods.

### Flexible payment instalments to help you budget

We offer flexible payment instalments to help you manage your energy costs. Your instalments will be calculated based on an estimate of your annual energy usage and reviewed regularly to ensure they reflect your ongoing charges. You will be notified of any changes to your instalment amount, and you have the right to object to any adjustments.

You also have flexible payment methods, they have shown on your bill. Any outstanding balances must be paid by the due date shown on your bill. Please note that we do not pay interest on instalment payments or credit balances, and missed payments may incur additional charges.

## 9. Your responsibilities

### Access to the meter

You must give us any information we reasonably require for the purposes of an agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

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.

### Updating Information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use in energy changes (for example, if you start running a business at the premises).

### Moving or vacating the premises

If you are moving or vacating the premises you must give us 3 Business Days' notice if you wish to terminate your Agreement with us. 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 you notify us that you no longer reside at the premises.

However, if you are transferring your Agreement to new premises, you will not be charged a

disconnection fee providing that you have signed a new Agreement with us for the new premises. The new Agreement may have different terms and conditions therefore ensure you check the terms and condition of the new Agreement.

## 10. 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 and Financial Hardship

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

If you are a residential or small business customer, there are a range of services we can discuss with you depending on your circumstances. Refer to [Financial Assistance](#) for more information.

CovaU understands that from time-to-time customers experience financial hardship and may need additional assistance and flexibility. For more details, refer to our [Hardship Policy \(NSW, QLD, SA, TAS, ACT\)](#) and [Hardship Policy \(in VIC\)](#) , which outline how we identify and support vulnerable customers to manage their energy usage and costs.

## 11. Disconnections and Reconnections

### When can we disconnect?

If you don't pay your energy bill by the due date and haven't made alternative arrangements with us, as a last resort, it may be necessary for us to disconnect your premise energy supply.

Before we do that, we will contact you beforehand, including give you notices, we strongly



encourage you contact us if you are unable to make payment at any time.

## 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.

## 12. 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.

## 13. Family Violence

We do not tolerate domestic or family violence, including financial abuse, and do not allow our products or services to be misused in this way. We provide a confidential and supportive environment for customers affected by such circumstances. Refer to our [Family Violence Assistance](#) for more support.

## 14. Privacy and Confidentiality

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

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).

## 15. Contacting us and interpreter services

### Contact 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.

## 16. 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. Refer to our [Complaints Handling and Dispute Resolution Policy](#) for more information.

## 17. Faults and Emergencies

Use energy safely and legally. Do not tamper with or bypass your meter. Keep trees and vegetation away from power lines and ensure clear access to your meter.

If you experience any type of gas or electricity failure or emergency, call us the faults and emergencies number on your bill, or refer to the Distributor's website. Alternatively, you can call us on 1300 689 866 and we will assist you where possible.

## 18. 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.

## 19. 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).

## 20. 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 Ombudsmen

- 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)

## Queensland

- Electricity Act 1994 (Qld)
- Electricity Industry Code (Qld)
- Electricity Regulation 2006 (Qld)

## New South Wales

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

## 21. Definitions

**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

**Online account management system** is an online service tool you can access to pay your bills online, update your details and fully manage your account, including being able to check/change details.

**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.