



COVAU Market Retail Agreement

Understand your CovaU Market Retail Booklet

Effective 1 October 2026

AUSTRALIAN CAPITAL TERRITORY
NEW SOUTH WALES
QUEENSLAND
SOUTH AUSTRALIA
TASMANIA
VICTORIA

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Part 1: CovaU Customer Charter

CovaU's Customer Charter outlines what you can expect from us as your energy retailer and the standards of service we are committed to delivering. It also serves as a benchmark against which we measure our performance.

To view our Customer Charter, please visit: <https://www.covau.com.au/covau-customer-charter>.

PART 2: Market Retail Agreement

Preamble

This agreement is a market retail agreement. It is about the sale of energy to you at your Premises. This Agreement is made up of these Agreement Terms and Conditions, Energy Plan (if any), and any other terms and conditions provided (if applicable) (collectively referred to as "this **Agreement**").

In addition to this Agreement, the Regulatory Requirements and other consumer laws also contain rules about the sale of energy to small customers and we will comply with these rules in our dealings with you. For example, Regulatory Requirements set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

You also have a separate Agreement with your distributor, called a customer connection Agreement. The customer connection Agreement deals with the supply of energy to your Premises and can be found on your distributor's website. The standards of your supply of energy including reliability and interruptions are managed by your distributor.

More information about this Agreement and other matters are available on our website at www.covau.com.au.

For interpreter services:

Phone: 131450

National Relay Services:

TTY: 133 677

Speak & Listen: 1300 555 727

SMS: 0423 677 767

MARKET RETAIL AGREEMENT TERMS AND CONDITIONS

1. THE PARTIES

This Agreement is between:

- (a) CovaU Pty Ltd (ABN 54 090 117 730), who sells energy to you at your Premises (in this Agreement referred to as "we", "our" or "us"); and
- (b) You, the customer to whom this Agreement applies (in this Agreement referred to as "you" or "your").

2. DEFINITIONS AND INTERPRETATION

- (a) Terms used in this Agreement have the same meanings as they have in the Regulatory Requirements.
- (b) However, for ease of reference, a simplified explanation of some terms is given at the end of these Agreement Terms and Conditions.
- (c) Where the simplified explanations given at the end of these Agreement Terms and Conditions differ from the definitions in the Energy Rules, Energy Laws and the Regulatory Requirement, the definitions in the Energy Rules, Energy Laws and the Regulatory Requirement prevail.
- (d) Definitions of the capitalised terms used in this Agreement are also given at the end of these Agreement Terms and Conditions.
- (e) A reference to a "clause" or "paragraph" in these Agreement Terms and Conditions means a clause or paragraph of these Agreement Terms and Conditions.

3. APPLICATION OF THESE TERMS AND CONDITIONS

3.1 Terms and conditions

- (a) These Agreement Terms and Conditions set out the general terms and conditions of this Agreement.
- (b) This Agreement is made up of:
 - i. These Agreement Terms of Conditions;
 - ii. Your Energy Plan (if any); and
 - iii. Any other document expressly stated to form part of this Agreement
- (c) Your Energy Plan sets out the offer-specific terms applicable to your supply of energy under this Agreement, including the applicable tariffs, rates, charges, fees, credits, benefits, discounts, eligibility requirements and other product features.
- (d) The terms of your Energy Plan may be contained in one or more documents provided by us from time to time, including your Offer Summary, any applicable plan information document and any other document identified by us as forming part of your Energy Plan.
- (e) We may offer different Benefits under different Energy Plans. The specific Benefits that apply to you form part of your Energy Plan.

3.2 Precedence and inconsistency

- (a) Other than the Regulatory Requirements, if a regulatory requirement requires a matter to be included in this Agreement and it is not expressly included in this Agreement, the regulatory requirement is incorporated as if it were a term of this contract.
- (b) Where requirements contained in the Rules apply to this Agreement, these requirements are taken to form part of this Agreement.

Subject to paragraph (d), if there is any inconsistency between:

- i. Applicable laws and regulatory requirements;
 - ii. These Agreement Terms and Conditions;
 - iii. Your Energy Plan; and
 - iv. Any documents expressly stated to form part of this Agreement.
- they will prevail in that order to the extent of the inconsistency.

- (c) If a regulatory requirement (other than the Regulatory Requirements) provides that the requirement must prevail in the event of an inconsistency, that requirement will prevail to the extent of the inconsistency.

3.3 Application of these terms and conditions

This Agreement applies to Small Customers. Whether you're a Small Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you're a Small Customer if:

- (a) you're a Residential Customer, except in the Northern Territory;
- (b) in New South Wales, Queensland or the Australian Capital Territory, you're a Business Customer who uses less than 100MWh of electricity per year or less than 1TJ of natural gas per year;
- (c) in South Australia, you're a Business Customer who uses less than 160MWh of electricity per year or less than 1TJ of natural gas per year; or
- (d) in Victoria, you're a Business Customer who uses less than 40MWh of electricity per year or less than 1TJ of natural gas per year; or
- (e) in Tasmania (TAS), you're a Business Customer who uses less than 150MWh of electricity per year.

Your Distributor determines whether you're a Small Customer. It's your responsibility to tell us or your Distributor if the amount of energy you use changes significantly.

3.4 Application of the Regulatory Requirements

If you're not a small customer but you have been classified as a small customer in accordance with clause 3.3(b) to (e), we both agree to apply the Regulatory Requirements to you as if you were a small customer.

3.5 Electricity or gas

These Agreement Terms and Conditions apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we're your retailer for both electricity and gas, you have a separate Agreement with us for each of them.

4. AGREEMENT TERM

4.1 When does this Agreement start?

This Agreement starts on the Agreement Start Date, which is the date you accept our small market offer to supply energy to you (before the relevant market offer expiry date). By accepting, you agree to:

- (a) The Agreement; and
- (b) The applicable Energy Plan for the relevant market offer.

You may accept by:

- (a) giving CovaU your verbal acceptance; or
- (b) giving CovaU your acceptance of the relevant market offer electronically (for e.g, by using our Online Acceptance Form, by email or by SMS); or
- (c) indicating your acceptance by any other manner that is consistent with the Regulatory Requirements. Your energy supply, however, will not start until the Supply Start Date in accordance with clause 4.3 of this Agreement.

4.2 Cooling-Off Period

- (a) You can cancel this Agreement during the 10 Business Day cooling-off period. The cooling off period starts from the later of the day after:
 - the Agreement Start Date; and
 - the day on which you receive a copy of this Agreement in accordance with the Regulatory Requirements, referred to as the "Cooling-Off Period".
- (b) You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online.
- (c) To cancel, you can inform us either orally or in writing of your intention to cancel this Agreement. If you do so:

- this Agreement will end immediately and will be of no effect; and
 - you will continue to be supplied with energy services under any current arrangement with us or your relevant third party energy supplier.
- (d) Upon request, we will provide you with a copy of our record of your cancellation at no charge.
- (e) If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. In some circumstances you may have up to 6 months to cancel this agreement.
- (f) If you cancel this agreement during the Cooling-off period you will not have to pay us any costs, compensation or any other amount arising as a result of that cancellation but you may have to pay us for any electricity supplied or any other services supplied up until cancellation (as allowed by Energy Rules and Regulatory Requirements) including new connection costs.
- (g) If you cancel this Agreement under clause 4.2(b), but CovaU is Responsible for Energy Supplied to the Supply Address (for example, where Supply to you begins because of a new connection arrangement or because you are a new occupant at the Supply Address), then from the Supply Commencement Date until you (or any other person) enter into another Energy contract with CovaU or any other retailer, the terms of the Deemed Arrangement apply between you and CovaU to the sale and Supply of Energy at the Supply Address.
- (h) To cancel this agreement in writing please complete the notice at the end of these terms and conditions and return it to CovaU Pty Ltd at:
 CovaU Pty Ltd
 Attention Customer Service
 Po BOX R241 Royal Exchange NSW 1225 Or email it to: Support@covau.com.au Or
 Fax it to: 1300 997 331

Note: If the supply of any goods has been provided to you under this agreement you must either return any goods to the supplier or arrange for the goods to be collected.

4.3 Start of energy supply

Energy supply to your Premises will start:

- (a) if you're not an existing customer of ours - on the date on which your assigned meter identifier has been transferred to us; or
- (b) If you are an existing customer of ours - upon the expiry of the Cooling-Off Period or a later date specified in your Energy Plan, referred to as the "Supply Start Date"

4.4 Your right to end this Agreement

- (a) In addition to your right to cancel this Agreement under clause 4.2, you may end this Agreement at any time after the end of the Cooling-Off Period by notifying us that you wish to end this Agreement.
- (b) If you want to end this Agreement because:
 - i. you want to start taking energy supply at your existing Premises from another retailer - this Agreement will end on the date on which your assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the Premises); or
 - ii. you're vacating your Premises and your Agreement won't be continuing at your new Premises - this Agreement will end on the date of the final meter read at the Premises, unless clause 4.5(c) applies; or
 - iii. you're remaining at your Premises but wish your energy supply to be disconnected - this Agreement will end 10 business days after the date of disconnection as provided for in clause 4.9(a)(vii); or
 - iv. you want to start an entirely new Agreement with us (rather than amend this

Agreement to reflect new arrangements), this Agreement will end on a date that we both agree.

4.5 Final meter read at the Premises

- (a) If:
 - i. you want to start taking energy supply at your existing Premises from another retailer; or
 - ii. you're vacating your Premises (whether or not you want to take this Agreement with you to your new Premises); or
 - iii. you are remaining at your Premises but wish your energy supply to be disconnected you'll need to notify us.
- (b) In all of these cases, a final meter read will need to be taken at your existing Premises. You can choose to wait for the next scheduled meter read or, if you want this to happen sooner, you can ask us to arrange a special meter read (in which case an additional fee will apply). If you're transferring your Premises to another retailer and your new retailer arranges for a special meter read, we won't need to arrange it or charge you the fee.
- (c) You will be responsible for tariffs and charges for energy supply at your existing Premises until and including the date of the final meter read (regardless of who actually used the energy).
- (d) In addition, if you continue to take supply from us at your existing Premises after the date of the final meter read (for example, where we haven't disconnected the Premises, the Premises haven't been transferred to another retailer and you remain there), you will continue to be liable for tariffs and charges for that energy supply for as long as you continue to take supply.

4.6 Vacating your Premises

- (a) If you're vacating your Premises, you must also provide your forwarding address to us for your final bill under this Agreement.
- (b) We may also require you to pay a disconnection fee.

4.7 Moving Premises

- (a) If you're moving Premises, you may ask us to transfer this Agreement to your new Premises by giving us three (3) business days' notice.
- (b) If you do so, we may offer to amend this Agreement by transferring this Agreement to your new Premises. The notice will specify the tariffs and charges, Benefits and other terms and conditions that apply to this Agreement at your new Premises.
- (c) If you accept the offer, this Agreement will be amended in accordance with the notice and will continue on those terms.
- (d) We may also require you to pay a connection or reconnection fee at your new Premises.
- (e) If you reject the offer, this Agreement will end under clause 4.4(b)(ii).

4.8 Credit checks

- (a) For both residential and business customers we will carry out a credit check on you and use the information to establish your credit rating. In order to carry out a credit check, we may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reports about you relating to your consumer credit and commercial credit history. In accordance with relevant laws, we may report an overdue payment to a credit reporting agency see clause 16.4 for details on debt collection procedures.
- (b) If a credit check results are not satisfactory to us, we may end this Agreement immediately by notifying you.
- (c) You acknowledge that conducting a credit check may result in a credit enquiry being recorded on your credit report, which will form part of your credit history and may be visible to other credit providers for a period permitted by law

4.9 When does this Agreement end?

- (a) This Agreement ends:
 - i. if clause 4.2 applies (Cooling-Off Period) - as set out in that clause; or
 - ii. if clause 4.4 applies (Your right to end this Agreement) - as set out in that clause (whether or not you give us the necessary notifications under that clause); or
 - iii. if clause 4.8(b) applies (unsatisfactory credit check) - as set out in that clause; or

- iv. if clause 5.2(b) applies (ineligibility for your plan) - as set out in that clause; or
 - v. if clause 24 applies (Retailer of Last Resort Event) - as set out in that clause; or
 - vi. if you're not a small customer or are no longer a small customer and we notify you that this Agreement will end on a date specified by us in the notice or as otherwise agreed between us; Or if:
 - vii. the Premises are disconnected (other than where we choose to disconnect after you leave the Premises and clause 4.4(b)(ii) applies); and
- (b) You haven't met the requirements in the Regulatory Requirements for reconnection, at the end of the period of 10 business days from the date of disconnection; or
- i. on a date or event specified in your Energy Plan; or
 - ii. if we both agree to a date to end this Agreement - on the date that is agreed, referred to as the "Agreement End Date".
- (c) Rights and obligations accrued before the end of this Agreement continue despite the end of this Agreement, including any obligations to pay amounts to us. We may issue bills to you after the Agreement End Date for energy supply and other services provided up until the Agreement End Date.

4.10 What happens once this agreement has ended?

Where this agreement ends under clause 4.9 (b) (i):

Prior to the end of this agreement under clause 4.9 (b) (i) CovaU will contact you and may offer you a new agreement or discuss your options. You may choose to accept a new market or standing offer agreement or may choose an alternate retailer for your energy supply. Where you opt to do nothing and do not either enter into a new agreement with CovaU or arrange for an alternate retailer for your supply CovaU will place you on a Deemed Agreement where standing offer prices apply.

Please see our website www.covau.com.au for more information about Standard Retail Agreements terms and conditions.

4.11 Variations to market retail contracts

We may vary this Agreement by providing notice of the variation, which may consist of notice with a link to details of the variation on our website.

5. PLAN TYPE AND ELIGIBILITY REQUIREMENTS

5.1 Your Energy Plan

- (a) The plan specified in your Energy Plan is the plan that you have accepted.
- (b) Energy Plan means the offer-specific terms applicable to the supply of energy under this Agreement, including the applicable tariffs, rates, charges, fees, credits, benefits, discounts, eligibility and other product features communicated to you from time to time and set out in one or more of the following documents (as applicable):
 - i. the Offer Summary;
 - ii. the Victorian Energy Fact Sheet, Basic Plan Information Document or any equivalent regulatory disclosure document;
 - iii. any product-specific terms and conditions provided to you for the market offer (if any);
 - iv. any welcome pack or onboarding documentation provided to you at the time you enter into or transfer to the relevant Energy Plan; and
 - v. any other document expressly identified by us and provided to you as forming part of your Energy Plan.
- (c) Your Energy Plan forms part of this Agreement. Some Energy Plans may be offered for a specified period. Other Energy Plans may have no end date and will continue until you or we end the Energy Plan, or until this Agreement ends, in accordance with this Agreement and applicable Energy Rules and Regulatory Requirements.
- (d) If you don't agree to a new Energy Plan when your Energy Plan ends:
 - i. if you are in Victoria and this Agreement is a Fixed Term Agreement, your Agreement with us will end; and

- ii. in all other circumstances, your Agreement will continue without the Energy Plan.

5.1A What happens if your Energy Plan ends, is withdrawn or you become ineligible?

(a) If:

- i. your Energy Plan reaches its applicable end date (if this is a fixed term plan);
- ii. your Energy Plan is withdrawn from sale;
- iii. you no longer meet the eligibility requirements for your Energy Plan; or
- iv. your network tariff changes such that your Energy Plan is no longer available or appropriate.

We may notify you and offer to:

- extend your existing Energy Plan (if this is a fixed term plan); or
- transfer you to a different Energy Plan appropriate to your circumstances.

- (b) The notice will set out the applicable terms and conditions of the extended or new Energy Plan, including any applicable tariffs, charges, fees, credits, benefits, discounts, eligibility requirements and other product features.
- (c) If you do not reject the offer within the period specified in the notice, you will be taken to have accepted the extended or new Energy Plan and it will become part of this Agreement.
- (d) If you reject the offer and notify us that you wish to end this Agreement, this Agreement will end in accordance with clause 4.4.

If you reject the offer but do not end this Agreement, or if we do not offer an alternative Energy Plan, this Agreement may continue on our standing offer prices or another arrangement permitted by Energy Rules and Regulatory Requirements.

5.2 What happens if you weren't eligible for your plan at the Agreement Start Date?

- (a) we determine (after you enter into this Agreement) that you weren't eligible for your plan (in accordance with the eligibility requirements set out in your Energy Plan) at the time of entering into this Agreement, or that you were on a different network tariff at the time of entering into this Agreement from the one that we had believed you were on, we'll contact you to advise you of the options you have. If you don't select any of the options provided to you within the period specified, and:

- i. you weren't a customer of ours immediately prior to entering this Agreement, you agree to us initiating a transfer of your assigned meter identifier to the energy retailer who was responsible for supplying energy to your Premises immediately prior to you entering into this Agreement or, if this isn't possible, a plan determined by us appropriate to your usage; or
- ii. you were a customer of ours immediately prior to entering into this Agreement, you agree to us transferring you to the plan you were previously on or, if such plan is no longer available, to a plan determined by us appropriate to your usage.

- (b) This Agreement ends upon the transfer of your assigned meter identifier in accordance with paragraph (a) (i) to another energy retailer and you will still be responsible for paying us for any energy and other charges up to the date of the transfer.
- (c) If paragraph (b) doesn't apply, this Agreement continues on the terms and conditions applicable to the plan to which you are transferred and you are deemed to have been on that plan from the Agreement Start Date.

5.3 What happens if you become ineligible for your plan?

- (a) If at any time we become aware that you no longer meet the eligibility requirements for your plan set out in your Energy Plan, whether due to a change in use or for any other reason, or if your network tariff changes, we may notify you that you're no longer eligible for your current plan.

- (b) The notice may include an offer to amend this Agreement by transferring you to a different plan appropriate to your circumstances. The notice will detail the applicable terms and conditions of the new plan, including any applicable tariffs, charges, fees, credits, benefits, discounts and eligibility requirement.
- (c) If you don't reject the offer within the period set out in the notice, you agree that you are taken to have accepted the offer. This Agreement will be amended in accordance with the notice and you will be on the plan specified in the notice. The new Energy Plan will apply from the date specified in the notice.
- (d) If within the period set out in the notice you notify us that you reject the offer and want to end this Agreement, this Agreement ends in accordance with clause 4.4.
- (e) If within the period set out in the notice you notify us that you reject the offer but don't also notify us that you want to end this Agreement, you agree that after the period set out in the notice this Agreement will continue on our standing offer prices.
- (f) If the notice does not contain an offer in accordance with paragraph (b), you agree that after the period set out in the notice this Agreement will continue on our standing offer prices.
- (g) If paragraphs (e) or (f) apply, the tariffs, charges and Benefits specified in your Energy Plan documents will be replaced with our standing offer prices. If paragraphs (d), (e) or (f) apply, then from the date that you became ineligible until:
 - i. this Agreement ends (in the case of paragraph (d)); or
 - ii. the standing offer prices start to apply (in the case of paragraph (f) we may bill you for energy supplied and other services provided at the tariffs and charges applicable to a plan most appropriate to your use.)

5.4 Benefits

- (a) A Benefit forms part of your Energy Plan and is offered by us under that Energy Plan, but is subject to applicable laws and Regulatory Requirements.
- (b) Where a Benefit applies for a specified or ascertainable period (a Fixed Benefit Period), it will apply for that period.
- (c) Where a Benefit is not expressed to apply for a Fixed Benefit Period, it may only be varied or withdrawn in accordance with applicable laws and Regulatory Requirements.

6. EXIT FEE

If your agreement with fixed term, and an exit fee is specified in your Energy Plan or Price Fact Sheet, you may be required to pay that exit fees if you end this Agreement before the and as a result the Agreement End Date. This could include market contract that have fixed term durations and you leave early. The amount of any exit fees varies depending on the state where we supply energy.

We may also waive an exit fee at our discretion depending on the circumstances.

7. SCOPE OF THIS AGREEMENT

7.1 What is covered by this Agreement?

- (a) Under this Agreement we agree to sell you energy at your Premises. We also agree to meet other obligations set out in this Agreement and to comply with the Regulatory Requirements.
- (b) In return, you agree: to be responsible for charges for energy supplied to the Premises until this Agreement ends under clause 4.9 even if you vacate the Premises earlier; and
 - i. to pay the amounts billed by us under this Agreement; and
 - ii. to meet your obligations under this Agreement and the Regulatory Requirements.

7.2 What is not covered by this Agreement?

This Agreement doesn't cover the physical connection of your Premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your Premises. This is the role of your distributor under a separate

Agreement called a customer connection Agreement.

8. YOUR GENERAL OBLIGATIONS

8.1 Full information

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

8.2 Updating Information

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

8.3 Life support equipment

- (a) If a person living or intending to live at the Supply Address requires life support equipment (as defined under the Regulatory Requirements) you must:
 - i. register the requirement for life support equipment with us or your Distributor; and
 - ii. provide certification from a registered medical practitioner of the requirement for life support equipment at the Supply Address within 50 Business Days of registering the life support equipment in accordance with paragraph 8.3(a)i.
- (b) Following registration of the life support equipment, we will provide you with advice and information as required under Regulatory Requirements to assist you in the event of an Interruption to your Energy Supply.
- (c) If certification from a registered medical practitioner is not provided in accordance with paragraph 8.3(a)(ii), your Supply Address may cease to be registered as requiring life support equipment.
- (d) You must tell us if the life support equipment is no longer required at the Premises.

8.4 Obligation if you are not an owner

If you can't meet an obligation relating to your Premises under this Agreement because you're not the owner you won't be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the Premises fulfils the obligation.

9. OUR OBLIGATION

9.1 All Customers

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

Note for Victorian customers: Prior to NECF implementation in Victoria, the reference to the NERL in clause 7(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the National Electricity (South Australia) Act 1996 or, in the case of gas, to s.232 of the Gas Industry Act or s.33 of the Gas Safety Act 1997.

9.2 Customers who export energy to the grid

Unless we have acted in bad faith or negligently, the Regulatory Requirements exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.

10. PRICE FOR ENERGY AND OTHER SERVICES

10.1 What are the tariffs, charges, and fees?

- (a) The tariffs and charges for the sale of energy for you under this agreement are set out in your Energy Plan documents. You agree to pay these tariffs and charges.
- (b) The amount we charge you for the energy consumed at your Premises are generally made up of the following components:
 - i. the Usage charges;
 - ii. The Daily Supply charges; and
 - iii. the capacity charges (if applicable), as specified in your your Energy Plan documents or Price Fact Sheet, unless your your Energy Plan contains a different pricing structure.
 - iv. the GreenPower Charges (if applicable), as specified in your your Energy Plan documents or Price Fact Sheet.
- (c) Different Usage Charges may apply at different times during the day or to different energy consumption thresholds. If so, the different rates, times at which these different rates apply will be specified in your Energy Plan documents.
- (d) Subject to clause 10.1(e) and the applicable Regulatory Requirements, in addition to the amounts referred to in clause 10.1(b), (c), the fees that you may be required to pay may include any or all of the following. If these fees apply, they'll be set out or referenced in your Offer Summary or explained to you before you incur them:
 - i. Exit fees
 - ii. Late payment fees, where permitted under the Regulatory Requirements
 - iii. Merchant service fees (will not charge a merchant service fee for prepaid, debit or credit card payments made through the Visa, Mastercard, American Express or eftpos card networkson or after 1 October 2026)
 - iv. Fees for dishonoured payments
 - v. 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. Additional costs related to your meter that are incurred at your request or due to your act or omission, such as fees for a Customer-requested special meter read, installation of a new meter or meter repair. These costs don't include the costs of scheduled meter read or any meter repair or installation as a result of a faulty meter (unless you're responsible causing the fault).
 - vi. Payment processing fees (e.g. a fee for paying your bill over the counter in person at a third party retailer or outlet)
 - vii. Connection, disconnection or reconnection fees.
 - viii. Any other fees imposed by your distributor due to something specific to your needs (this doesn't include ordinary charges for the use of the networks in order to supply energy to you, which are already included in the tariffs and charges under this Agreement).
 - ix. Any other fees set out in your Energy Plan documents.

- x. Fees for any other goods or services required, or requested by you, on a case by case basis (whether or not the fee is specifically set out in the Energy Plan).
- (e) We will not charge certain fees in specified circumstances:
- i. If you are a customer in hardship, experiencing payment difficulties, or affected by family violence, we will not charge any fees, except for charges from your distributor that we pass through to you. This includes card payment fees, payment processing fees, late payment fees and paper bill fees.
 - ii. For customers who do not fall within clause (e)(i), we will not charge the following fees, unless they are charges imposed by your distributor and passed through to you in accordance with applicable Regulatory Requirements:
 - fees for meter reads when starting or ending a contract or other supply arrangement.
 - fees for disconnecting or reconnecting an energy supply.
 - fees for setting up an account when entering into a new contract.
 - fees that exceed a reasonable estimate of the cost of providing the service that the fee relates to.

10.2 Tariffs, charges and Feed-in tariffs

(a) Variation of tariffs, charges and Feed-in tariffs:

Unless you have a Fixed Price Energy Plan or we are prevented from doing so by applicable Regulatory Requirements, we may vary the amount, nature or structure of any Charges or feed-in tariffs only where permitted by applicable laws and Regulatory Requirements. Any variation will be notified to you in accordance with the applicable Regulatory Requirements.

For example, we may:

- i. vary the structure of your electricity Energy Usage Charges from peak only charges to time of use charges;
- ii. Where a Distributor changes the network tariff applicable to your Supply Address, we may amend the tariffs, rates or charges applicable under your Energy Plan to reflect that change, as permitted by applicable laws and Regulatory Requirements;
- iii. Where the tariffs, rates or charges applicable to your Energy Plan were determined based on information that is later found to be incorrect, including information relating to your meter type, network tariff or supply area, we may amend the applicable tariffs, rates or charges to reflect the correct information; or
- iv. cancel your feed-in tariffs, where permitted by law.

If we are required to provide you a feed-in tariff under the Regulatory Requirements, we may:

- vary the amount of the feed-in tariff by notice to you where we're not prevented from doing so by the Regulatory Requirements; and
- stop providing you with the feed-in tariff if:
 - you stop being eligible for the feed-in tariff;
 - we are entitled to do so under or because of a change in the Regulatory Requirements; or
 - the relevant feed-in tariff scheme ends.

- (b) As at the date of this Agreement, for Small Customers in NSW, SA, QLD, ACT, and TAS under the Regulatory Requirements generally we can only increase a Charge, or decrease a feed-in tariff, once a year:

- in July; or
- for Fixed Price Energy Plans, at the end of the Energy Plan Period.

However, we can increase the Charges or decrease the feed-in tariff in some circumstances including if the Distributor changes the distribution tariff applicable to the Supply Address.

- (c) We will give notice to you before an increase to the Charges, or a decrease to any feed-in tariff, will apply to you, we will also publish such changes to tariffs and charges on our website:

- If you are a small customer in NSW, SA, ACT, TAS, VIC, and you are not on a fixed energy plan, at least 5 business days;
- If you are a small customer in QLD, and you are not on a fixed energy plan, at least 10 business days;
- If you are a small customer in NSW, SA, QLD, ACT, TAS, and you are on a fixed price energy plan, at least 20 business days.

For Small Customers in VIC or QLD, we will give you at least 5 business days before a decrease to the tariffs or Charges, or an increase to any feed-in tariff, will apply to you (unless you are in Victoria and have a separate agreement with us for your feed-in tariff). Despite the above, we will give you notice as soon as practicable and in any event no later than your next bill, where the variation to the tariffs and Charges (or feed-in tariffs if you are in NSW, SA, QLD, TAS or ACT) are a direct result of certain tariff reassignments by the Distributor.

If the Charges or feed-in tariffs change during a Billing Period then we'll calculate your bill for that period on a proportionate basis and we may use average usage data over a Billing Period (or other period depending on availability of meter data) (Average data) to do so.

- (d) If we vary the tariffs and charges set out in your Energy Plan during the Exit Fee Term in accordance with this paragraph and you end this Agreement, we may, at our discretion, waive any applicable exit fee.

(e) **Feed-in Tariff Credits**

Where you are eligible to receive feed-in tariff credits under a separate Solar Contract with us, we may vary or cease the applicable feed-in tariff credits in accordance with that agreement, applicable laws and Regulatory Requirements.

Feed-in tariff credits will be applied as a credit to your account to which the relevant Solar Contract relates and may only be used to offset charges on that account. Feed-in tariff credits are not redeemable for cash and cannot be transferred to another account unless otherwise required by applicable laws or agreed by us.

10.2A Notice to move you to a cheaper Energy Plan

- (a) If required or permitted by the Regulatory Requirement, we may write to you to notify you of our intention to end this Agreement and switch you to a new applicable lower-cost Energy Plan.
- (b) If we give you notice, we will:
- Provide you with at least ten business days' prior notice of the termination of your Existing Energy Plan under the Agreement;
 - Give you clear information on how you can opt out of the switch, including the date by which you need to opt out of the switch; and
 - Provide you with the terms and conditions of the new applicable lower-cost Energy Plan that will apply, unless you opt-out in accordance.
 - advise you of the date on which the new applicable lower-cost Energy Plan will commence.

10.3 Pro rata calculations

- (a) If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis or as otherwise provided for in the Regulatory Requirements.
- (b) We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

10.4 GST

- (a) Amounts specified in your Energy Plan from time to time and other amounts payable under this Agreement may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Agreement is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

10.5 Government Initiatives and Regulatory Changes

Amounts specified in your Energy Plan and the Price Fact Sheet from time to time and other amounts payable under this Agreement may be amended for Government based initiatives and regulatory changes as required by law.

11. GREENPOWER

11.1 This clause 11:

- (a) Applies if the Energy Plan specify that you have chosen our GreenPower product for all or part of your energy Usage; and
- (b) Ceases to apply if we are unable to continue to provide our GreenPower product for any reason or cease to be a GreenPower Provider under the National GreenPower Accreditation Program.

11.2 You must pay the GreenPower charges in addition to other Charges payable under this Contract.

11.3 The GreenPower charges in a Billing Period are calculated as the total usage quantity at all relevant supply addresses or that proportion of it specified in the Energy Plan during that Billing Period multiplied by the Green Power Rate.

11.4 Variation Greenpower

We may vary the tariffs and charges of your GreenPower charges from time to time and Any variation will be made in accordance with clause 10.2 and applicable laws and Regulatory Requirements, or in any event no later than your next bill, if we vary these tariffs and charges.

11.5 We will ensure that energy from accredited GreenPower sources, equivalent to the proportion of your energy Usage nominated by you and detailed in your Energy Offer documents, is produced from GreenPower Generators accredited under the National GreenPower Accreditation Program.

11.6 You must provide reasonable notice if you request that you no longer wish to purchase our GreenPower product for all or part of your energy Usage.

11.7 If for any reasons we are unable to continue to provide our GreenPower product or we cease to be a GreenPower Provider under the National GreenPower Accreditation Program, we will notify you of your options as soon as practicable.

11.8 This clause 11 does not limit, vary or exclude the operation of any contract between you and us for the sale of energy.

12 Billing

12.1 General

We'll send a bill to you as soon as possible after your meter has been read. We'll send the bill:

- (a) To you at the physical or electronic address nominated by you; or
- (b) To a person authorized in writing by you to act on your behalf at the billing address specified by you.

Note to Victoria Customers:

If you choose to receive bills by post, a nominal fee will apply. The applicable fee is disclosed in your Offer Summary.

The fee does not apply to customers in hardship, experiencing payment difficulties, or affected by family violence.

12.2 Billing Frequency

A bill will be prepared and sent to you as early as possible after your meter has been read and data is provided to us.

Where meters are read and data is provided to us quarterly you agree:

- (a) To a Bill Smoothing arrangement under clause 12.6 if you are residential customer to a
- (b) To Interim Invoicing under clause 12.7 if you are a business customer.

Where meters are read and data is provided to us daily or monthly you agree to receive your bill monthly.

12.3 Calculating the bill

Unless otherwise agreed, the bill we send to you will be calculated based on:

- (a) The amount of energy consumed at your Premises during the billing cycle including:
 - i. Where applicable, maximum or agreed capacity (using information obtained from reading your meter or otherwise in accordance with the Regulatory Requirements); and
 - ii. The amount of fees and charges for any other services provided under this Agreement during the billing cycle; and
 - iii. The charges payable for services provided by your distributor, including connection charges if you've asked for a new connection or connection alteration if you have not made alternative arrangements with your distributor.

12.4 Estimating the energy usage

- (a) You acknowledge and agree that we may estimate the amount of energy consumed at your Premises if your meter can't be read, or if your metering data isn't obtained (for example, if access to the meter isn't given or the meter breaks down or is faulty).
- (b) If we estimate the amount of energy consumed at your Premises to calculate a bill, we must:
 - i. Clearly state on the bill that is based on an estimation;
 - ii. and when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- c) If a later meter read shows that you've been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- d) If the meter hasn't been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we'll comply with your request but may charge you any cost we incur in doing so.

12.5 Your historical billing information

For NSW, QLD, SA customers:

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

- (a) 4 times in the previous 12 months, where this contract relates to electricity; or
- (b) in the previous 12 months, where this contract relates to gas.

For VIC customers:

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information.

12.6 Smoothpay

You can request a smoothpay.

Your smoothpay payment amount is determined by your estimated annual usage, network costs, and your rates. The total amount is divided by 12 to provide a regular monthly payment amount.

- (a) By entering into this Market Retail Contract with us, you agree to pay to us a regular smoothpay instalment amount. This smoothpay amount, along with the regular payment date selected by you is specified in your welcome letter and sale agreement.
- (b) You agree that your smoothpay amounts will be collected by automatic direct debit or credit card payments.

- (c) Smoothpay payments will be credited to your next bill, any remaining balances on your bill will be collected through your direct debit or credit card on the due date shown on each bill.
- (d) Any remaining credit balances after your bill has been issued will be retained by us and applied to any other outstanding balances or your next bill. At the end of this Market Retail Contract we will refund any remaining credit balances to you.
- (e) Your Smoothpay amount will be regularly reviewed, and we may propose a change in the agreed amount based on your actual usage and charges. We will provide you with 30 days' notice in writing of any proposed changes. We will not propose more than 2 changes in a 12-month period.
- (f) You may object to a proposed change in your smoothpay 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.
- (g) We will not pay interest on any payments made in advance by you (except where provided as a refundable advance/Security Deposit)

12.7 Interim Invoicing (Monthly Billing)

Interim invoicing is used for business customers who have a quarterly read meter. Your Interim Invoice amount is determined by your estimated annual usage, network costs, and your rates. The total amount is divided by 12 to provide a monthly payment amount. Where an actual reading is not available an interim invoice will be sent to you each month for this amount. When your actual reading is made available to we will produce your actual invoice showing your usage and supply charges less any interim payments that have been made and apply any discounts that you have qualified for. You must pay for any

outstanding balances on both your interim and actual invoices by the due date shown to be eligible for pay on time discount. By entering into this Small Market Contract with us, you agree to pay to us a regular monthly interim payment which will be sent to you in an invoice each month and you agree to pay each invoice by the due date provided on the invoice.

- (a) Interim payments will be credited to your next actual invoice. Your actual invoice will be produced as soon as possible after your meters have been read and data provided to us.
- (b) Any remaining credit balances after your bill has been issued will be retained by us and applied to any other outstanding balances or your next actual invoice. At the end of this Small Market Contract we will refund any remaining credit balances to you.
- (c) Your Actual Invoice amount will be regularly reviewed, and we may propose a change in the agreed amount based on your actual usage and charges. We will provide you with 30 days notice in writing of any proposed changes. We will not propose more than 2 changes in a 12 month period.
- (d) You may object to a proposed change in your Interim Invoice 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.
- (e) We will not pay interest on any payments made in advance by you (except where provided as a refundable advance/Security Deposit)
- (f) All Interim Invoices must be paid by the due date shown on the invoice for pay on time discount to apply to your next actual invoice.

12.8 Payment Terms and Conditions

- (a) Payment method:

You may pay your bill using any payment method made available by CovaU from time to time. Details of available payment methods can be found on our website at:

<https://www.covau.com.au/payment-options>, and the available payment method are also set out on your bill.

- (b) Where you and CovaU have entered into a direct debit arrangement, the following terms and conditions will apply:

- i. Where you have one CovaU account number for your gas and electricity accounts, the direct debit agreement will apply to both your gas and electricity bills.
- ii. This direct debit arrangement is not available on some passbook savings accounts. Please check with your bank before entering into the direct debit arrangement.
- iii. If you nominate a credit card account, it can only be a Visa or MasterCard credit card. A payment processing fee, GST inclusive, may apply to payments made from a credit card account.
- iv. If your credit card has reached its expiry date, you must provide CovaU with your new details at least three business days prior to the next scheduled payment.
- v. Bank transaction fees and Government taxes may apply.
- vi. Payments falling on a non-business day will be deducted from your nominated account on the next business day.
- vii. If your energy account has an overdue amount prior to the direct debit agreement commencing, this amount will be debited from your nominated financial account within three business days of the receipt of this authority.
- viii. Where this direct debit agreement is being used for a smoothpay schedule, the direct debit agreement will be used for both scheduled smoothpay collections and any balances owing on an invoice. Amounts owing on an invoice will be debited on the due date shown on each invoice.
- ix. If sufficient funds are not available in your nominated financial account at the time of processing a payment, a dishonour fee may be charged by both your financial institution and CovaU to cover reasonable administrative and processing costs.
- x. CovaU may discontinue your direct debit arrangement if two consecutive payments are refused by your financial institution. You must then pay your energy bills using another CovaU payment option.
- xi. If you wish to change your direct debit agreement (including your bank details), you must provide CovaU with a new authority at least three business days prior to the next payment.
- xii. To terminate your direct debit agreement, you must notify CovaU or your financial institution at least three business days prior to your next payment. If you cancel your direct debit authority by notifying your financial institution, you must use your best endeavours to notify CovaU as soon as practicable after the cancellation.
- xiii. If you cancel your Direct Debit authority, we will no longer rely on this Direct Debit authority. If you are leaving CovaU, a final account will be sent to you and the amount due will be debited from your nominated financial account.
- xiv. CovaU reserves the right to, at any time, withdraw this product or stop or change a direct debit agreement with 14 days prior notice.

In the event that CovaU ceases to trade, all payment plans will be cancelled immediately and both you and your financial institution will be notified.

Contact CovaU customer service department on 1300 689 866 for assistance or if you have a query about any agreement details by visiting our website at

<https://www.covau.com.au/direct-debit-credit-card-request-service-agreement/>

13 PAYING YOUR BILL

13.1 What you have to pay

You must pay each bill in full by the due date or make payments in accordance with your payment schedule or instalment plan. You can pay your bill by any of the options listed on your bill.

Your obligation to pay by the due date also applies where a bill is based on an estimated meter reading under clause 12.4.

13.2 When you have to pay

Each invoice is provided with a minimum payment term of 13 business days from the date of issue. You must pay by the due date shown on each invoice.

13.3 Issue of reminder notices

If you haven't paid your bill by the invoice due date, we'll send you a reminder notice that payment is due and must be paid. The reminder notice will give you a further due date for payment that will be no fewer than 6 business days after we issue the notice.

13.4 Difficulties in paying

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options.

(b) If you're a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan.

Other options in addition to a payment plan that we make available to you include:

- 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; and
- Arrangements for advance payment of future bills.

(For premises outside Victoria) However, we're not obliged to offer you the option of paying your bill under a payment plan if you've had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.

(c) Additional protections may be available to you under our Customer Hardship Policy and under the Energy Law if you're a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

13.5 Late Payments fees

(a) We may require you to pay a late payment fee if you haven't paid the full amount of a bill by the invoice due date (unless we're prohibited by Energy Rules and Regulatory Requirements from asking you to do this).

(b) If a Late Payment Fee applies to your energy plan, it will be clearly disclosed in the Offer Summary provided to you. We will not charge a Late Payment Fee unless it is disclosed in your Offer Summary.

(c) The amount of the late payment fee is specified in your pricing schedule of Energy Plan.

(d) The fees do not apply to customers in hardship, experiencing payment difficulties, or affected by family violence.

13.6 Merchant service fees

A merchant service fee may be applicable to particular methods of paying your bills. If a merchant service fee is applicable it will be set out in your Energy Plan or we'll give you prior notice that such a fee is to apply.

From 1 October 2026, we will not charge a merchant service fee for prepaid, debit or credit card payments made through the Visa, Mastercard, American Express or eftpos card networks.

13.7 Fees for dishonoured payments

(a) If, due to fault by you, your payment is dishonoured or reversed and it results in us incurring a fee, we may recover the amount of this fee from you.

(b) If a dishonoured payments fees applies to your energy plan, it will be clearly disclosed in the Offer Summary provided to you. We will not charge a dishonoured payments fees unless it is disclosed in your Offer Summary.

(c) The fees do not apply to customers in hardship, experiencing payment difficulties, or affected by family violence.

14 Meters

(a) You must allow safe and unhindered access to your Premises for the purposes of measuring, testing, inspecting, replacing, altering, or maintaining the meters (where relevant) and connecting, disconnecting or reconnecting your energy supply. You agree to pay the reasonable costs we incur as a result of your failure to allow such access.

- (b) We'll do our best to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistent with the metering rules and in any event at least once every 12 months.
- (c) If we or our representatives seek access to the Premises under paragraph (a) we will:
 - i. Comply with all relevant requirements under the Regulatory Requirements; and
 - ii. carry or wear official identification; and
 - iii. show the identification if requested.
- (d) If we propose to replace your electricity meter:
 - i. Apply to NSW, QLD, ACT, TAS, & SA, we must give you a notice in accordance with the National Energy Retail Rules.
 - ii. Apply to VIC only, we must give you a notice with the right to elect not to have your meter replaced unless:
 - a) your meter is faulty or sample testing indicates it may become faulty; or
 - b) you have requested or agreed to the replacement of your meter.
- (e) We'll make arrangements for metering services on your behalf to ensure your Premises complies with the Regulatory Requirements. You'll be responsible for the cost of any site modifications required, any meter installation fee and, if you request any special meter reads, the cost of such meter reads.

14.1 Interruption to electricity supply – Retailer Planned

- (a) We may arrange a retailer planned interruption to supply of electricity to your Premises where permitted under the Regulatory Requirements for the purpose of installation, maintenance, repair or replacement of your electricity meter.
- (b) If your electricity supply will be affected by a retailer planned interruption arranged by CovaU, we will give you at least 4 business days' notice by mail, email, SMS or other appropriate means.

14.2 Your right to information about planned interruptions

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the Premises which was arranged by us.
- (b) If you request an explanation in writing we must, within 10 business days of receiving the request, give you either:
 - i. A written explanation; or
 - ii. An estimate of time it will take to provide a more detailed explanation if a longer period is reasonably required.
- (c) For interruptions made by your distributor, we may refer you to your distributor for more information.

14.3 Changing Meters

If during the term of this Contract:

- (a) The Customers electricity consumption or demand changes materially;
- (b) The basis for calculating network charges is varied; or
- (c) The requirements of the metering rules are amended.

Covau must arrange installation for a further replacement meter at a connection point. The Customer must meet CovaU's reasonable costs of installing and maintaining the relevant meter and pay any adjusted metering charges.

The Customer is liable for any meter termination charges should this contract be terminated prior to the expiry date.

15 UNDERCHARGING AND OVERCHARGING

15.1 Undercharging

- (a) If we've undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - we won't charge interest on the undercharged amount; and

ii. we'll offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if fewer than 12 months), or otherwise over 12 months.

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months (4 months in VIC) immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

15.2 Overcharging

- (a) Where you have been overcharged by less than \$50 (or such other amount as determined in accordance with the Regulatory Requirements from time to time), and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more (or such other amount as determined in accordance with the Regulatory Requirements
- (c) from time to time) we must 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.
- (d) If you've 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 12 months before the error was discovered.

15.3 Reviewing your bill

- (a) If you disagree with the amount you've been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we are required to arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You'll be liable for the cost of the check or test and we may ask for payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - i. The portion of the bill that you don't dispute; or
 - ii. An amount equal to the average of your bills in the last 12 months.
- (d) You may lodge a dispute with the Ombudsman after completion of your review if you are not satisfied with the decision of the review.

16 DISCONNECTION OF SUPPLY

16.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Regulatory Requirements, we may arrange for the disconnection of your Premises if:

- (a) You don't pay your bill by the pay-by date and, if you're a residential customer, you:
 - i. fail to comply with the terms of an agreed payment plan; or
 - ii. don't agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; or
 - iii. (For Victoria only) you are receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) You don't give access to your Premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (c) There has been illegal or fraudulent use of energy at your Premises in breach of clause 18; or
- (d) We're otherwise entitled or required to do so under the Regulatory Requirements; or
- (e) you are a new customer of ours at the premises and you fail to provide us with the Acceptable Identification we require.

Note: Fees apply for all disconnection and site visits; see your price fact sheet or visit our website: <https://www.covau.com.au/additional-fees/> for relevant fees and charges.

16.2 Notice and warning of disconnection

Before disconnecting your Premises, we must comply with relevant warning notice requirements and other provisions in the Regulatory Requirements. However, we don't have to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your Premises or where there is an emergency or health and safety issue).

16.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your Premises will not be disconnected under the following circumstances and during the following times ("the protected period"):
- i. On a business day before 8.00am or after 3.00pm (or 2.00pm if you're a residential customer whose premises are located in Victoria); or
 - ii. On a Friday or the day before a public holiday; or
 - iii. On a weekend or a public holiday; or
 - iv. On the days between 20 December and 31 December (both inclusive) in any year; or
 - v. If you're being disconnected under clause 16.1(a), during an extreme weather event.
 - vi. For Vic customers, from 1 October 2026, we will not arrange for disconnection of the premises where the total amount of your arrears is less than \$1,000 (inclusive of GST). For QLD, NSW, TAS, ACT, SA, from 1 July 2026, , we will not arrange for disconnection of the premises where the total amount of your arrears is less than \$500 (inclusive of GST)
- (b) Your Premises may be disconnected within the protected period:
- i. for reasons of health and safety; or
 - ii. in an emergency; or
 - iii. as directed by a relevant authority; or
 - iv. if you're in breach of the relevant clause of your customer connection Agreement that deals with interference with energy equipment; or
 - v. if you ask us to arrange disconnection within the protected period; or
 - vi. if your Premises contain a commercial business that only operates within the protected period and where access to the Premises is necessary to effect disconnection; or
 - vii. where the Premises are not occupied.

16.4 Debt Collection Procedures

We may commence debt collection procedures for outstanding balances, provided we have satisfied the requirements in clause 13.4 Difficulties in Paying.

We may additionally charge you our direct and indirect costs associated with collecting your debt including legal fees. or fees and commissions we pay to a debt collection agencies.

16.5 Shortened Collection Cycles

You may be placed on a shortened collection cycle (where permitted by relevant Energy Rules and Regulatory Requirements) if you have received any reminder notices for 2 consecutive invoices. If you are placed on a shortened collection cycle failure to make a payment may result in arrangements for disconnection of supply of energy without further reminder notices being issued. If you are placed on a shortened collection cycle, you will remain on the cycle until 3 consecutive invoices have been paid by the payment due date.

17 RECONNECTION AFTER DISCONNECTION

- (a) We must request your distributor to reconnect your Premises if, within 10 business days of your Premises being disconnected:
- i. you ask us to arrange for reconnection of your Premises; and
 - ii. you rectify the matter that led to the disconnection; and
 - iii. you pay any reconnection charge (if we ask you to do so).

- (b) If you don't meet the requirements in paragraph (a) within 10 business days of your Premises being disconnected, this Agreement ends in accordance with clause 4.9(b).

Note: Fees apply for all reconnection and site visits; see your price fact sheet for relevant fees and charges.

18 WRONGFUL AND ILLEGAL USE OF ENERGY

You must not, and must take reasonable steps to ensure others don't:

- (a) Illegally use energy supplied to your Premises; or
- (b) Interfere or allow interference with any energy equipment that is at your Premises except as may be permitted by law; or
- (c) Use the energy supplied to your Premises or any energy equipment in a manner that:
 - i. unreasonably interferes with the connection or supply of energy to another customer; or
 - ii. causes damage or interference to any third party; or
- (d) Allow energy purchased from us to be used otherwise than in accordance with this Agreement and the Regulatory Requirements; or
- (e) Tamper with, or permit tampering with, any meters or associated equipment.

19 NOTICES AND BILLS

- (a) Notices and bills under this Agreement must be sent in writing, unless this Agreement or the Regulatory Requirements say otherwise.
- (b) If you've provided your consent in accordance with the Regulatory Requirements (either at the time of entering into this Agreement or at a later stage) to receive notices and bills electronically, we will send notices and bills under this Agreement to you electronically.
- (c) A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):
 - i. on the date it is handed to the party, left at the party's Premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - ii. on the date 2 business days after it is posted; or
 - iii. on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.
- (d) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

20 PRIVACY ACT NOTICE

- (a) We'll comply with all relevant privacy legislation in relation to your personal information.
- (b) You consent to us using your personal information and sending you information in accordance with our Privacy Policy Statement, as amended from time to time. By entering into this Agreement you also authorise your distributor to release to us previous energy usage data for your Premises.
- (c) You can tell us if you don't consent to our use of such information, or if you don't wish to receive such information, by calling us on 1300 689 866.
- (d) We will collect, use and disclose personal information in accordance with the Australian Privacy Principles and as set out in our Privacy Policy Statement. You can find our Privacy Policy Statement on our website. If you have any questions about our practices and procedures relating to our collection, use and disclosure of personal information, you can contact our Customer Service Team on 1300 689 866.

As explained in further detail in our Privacy Policy Statement, we will only collect, use and disclose pe

sonal information with your consent, including:

- to sell, deliver and market (including by direct marketing) energy services to you;
- for customer analysis purposes;
- to undertake a credit check of your credit history;
- to enable connection of the services to your Premises;
- to bill you for your electricity, gas and other related service account with us;
- or debt recovery purposes (this may include disclosure to external debt collectors and listing with credit reporting agencies);
- If your account is sent to debt collection agencies you may be liable for any legal or

- mercantile fees that are accrued in the recovery of amounts owing.
- for our legal and regulatory reporting and compliance requirements; and
- 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.

21 COMPLAINTS AND DISPUTE RESOLUTION

21.1 Complaints

- If you have a complaint relating to the sale of energy by us to you, or this Agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures which can be found on our website <http://www.covau.com.au> or requested from us by contacting 1300 689 866.
- If you have a query, a complaint or dispute, contact us on support@covau.com.au or call us at 1300 689 866.

21.2 Our obligations in handling complaints

- If you make a complaint, we must handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website. We'll provide a copy of our standard complaints and dispute resolution procedures to you on request.
- We will handle complaints in accordance with our standard complaints and dispute resolution procedures, available at <https://www.covau.com.au/terms-conditions/>. Written complaints will be acknowledged within five (5) working days. Urgent complaints will be responded to within two (2) working days, or within any other timeframe required by applicable law.
We will inform you:
 - of the outcome of your complaint and the reasons for our decision; and
 - that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

22 FORCE MAJEURE

22.1 Effect of force majeure event

If either party to this Agreement can't meet an obligation under this Agreement because of an event outside the control of that party ("a force majeure event"):

- The obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- The affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

22.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we'll be deemed to have given prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

22.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

22.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

23. APPLICABLE LAW

This Agreement is governed by the laws in force in the State or Territory in which your

Premises are located.

24. RETAILER OF LAST RESORT EVENT

If we're no longer entitled by law to sell energy to you due to a Retailer of Last Resort ("RoLR") event occurring in relation to us, we're required under the Energy Rules to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this Agreement will come to an end.

25. GENERAL

25.1 Our obligations

Some obligations placed on us under this Agreement may be carried out by another person. If an obligation is placed on us to do something under this Agreement, then:

- (a) We're taken to have complied with the obligation if another person does it on our behalf; and
- (b) If the obligation isn't complied with, we're still liable to you for the failure to comply with this Agreement.

25.2 Amending this Agreement

- (a) We may amend this Agreement (including any or all of these Agreement Terms and Conditions, and your Energy Plan) from time to time to:
 - i. Reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Agreement commences; and
 - ii. Make variations to this Agreement that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests.
- (b) If we amend this Agreement we'll give you notice of the changes, following which the amended terms set out in the notice will form part of this Agreement.
- (c) You consent to us amending this Agreement by notice and you agree to comply with this Agreement as amended by that notice.
- (d) We won't amend this Agreement so that it is inconsistent with the Regulatory Requirements.
- (e) We aren't obliged to continue to offer any particular plan or Benefits beyond the expiration of any existing Benefits Term.

26. EXPLANATION OF TERMS

26.1 Simplified explanation of terms defined in the Energy Rules

Actual Invoice means the invoice that is generated after your meters have been read and data is provided to us. An actual invoice will provide information on your recent consumption data, daily service charges, and may contain other goods and services charges.

Billing Cycle means the regular recurrent period for which you receive a bill from us;

Business Day means a day other than a Saturday, a Sunday or a public holiday

Customer means a person who buys or wants to buy energy from a retailer;

Customer Connection Agreement means an Agreement between you and your distributor for the provision of customer connection services;

Designated Retailer means the financially responsible retailer for the Premises (where you have an existing connection) or the local area retailer (where you don't have an existing connection) for your Premises;

Disconnection means an action to prevent the flow of energy to the Premises, but does not include an interruption;

Distributor means the person who operates the system that connects your Premises to the distribution network;

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal

operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

Energy means electricity or gas;

Energy Laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

Force Majeure Event means an event outside the control of a party;

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

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection.

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

Energy Rules mean the National Energy Retail Rules made under the National Energy Retail Law, and apply in:

- South Australia: under the National Energy Retail Law (South Australia) Act 2011.
- New South Wales: under the National Energy Retail Law (Adoption) Act 2012 (NSW).
- Australian Capital Territory: under the National Energy Retail Law (ACT) Act 2012.
- Queensland: under the National Energy Retail Law (Queensland) Act 2014.
- Tasmania: under the National Energy Retail Law (Tasmania) Act 2012

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of energy to your Supply Address. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and in:

- New South Wales, Queensland and South Australia: the National Energy Retail Law and the National Energy Retail Rules.
- Victoria: the Electricity Industry Act 2000 (Vic), the Gas Industry Act 2001 (Vic) and the Energy Retail Code of Practice.
- Northern Territory: the National Gas (Northern Territory) Act 1990 (NT) and the Consumer Affairs and Fair Trading Act 2008 (NT).
- Australian Capital Territory: the National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT) and the Consumer Protection Code.
- Tasmania: the National Energy Retail Law, the National Energy Retail Rules, Electricity Supply Industry Act 1995 (Tas).

Price Fact Sheet is a schedule CovaU's standard price rate for the supply of energy to your home or business and other related fees and charges. Any specified discounts are based on base rate shown in the Price Fact Sheet.

Relevant Authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

Residential Customer means a person who purchases energy principally for personal, household or domestic use at their Premises;

Retailer means a person who is authorised to sell energy to customers;

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the Energy Laws;

Small Customer means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the Energy Rules; and

Smoothpay means a set regular payment amount based on your estimated annual energy costs to be debited to from your nominated financial institution and is held in credit towards your actual invoice.

Standing Offer Prices means tariffs and charges that we charge for or in connection with the sale and supply of energy under a standard retail Agreement. These are published on our website.

fixed price period means an initial fixed period during which a retailer is prohibited from

increasing tariffs under the terms of a market retail contract;

fixed price period contract means a market retail contract that provides that the retailer will not increase tariffs during a fixed price period of not less than 12 months;

fixed term retail contract means a market retail contract or an exempt person arrangement that contains a term or condition that specifies:

- (a) the date on which the contract or arrangement will end; or
- (b) a method for calculating the date on which the contract or arrangement will end and which is ascertainable at the time the contract is entered into.

fixed benefit period means a period of a market retail contract (where the end date of that period is specified or ascertainable at the beginning of that period) during which a discount, rebate or credit (including a conditional discount) is available to the customer.

For the purposes of this definition, the following are not discounts, rebates or credits:

- (a) a concession or rebate provided by government in relation to the supply or use of energy;
- (b) a feed-in tariff; or
- (c) a contractual limitation on a retailer's ability to vary a tariff or charge payable under a market retail contract;

Note: A one-off rebate or credit (such as a one-off sign-on benefit) does not give rise to a fixed benefit period

26.2 Definitions of capitalised terms

Acceptable Identification includes:

- (a) if you are a residential customer:
 - i. a driver's licence, current passport or other form of photographic identification;
 - ii. (ii) a concession card or other entitlement card issued by a State or Commonwealth Government; or
 - iii. (iii) a birth certificate;
- (b) if you are a small business customer but not a body corporate, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or
- (c) if you are a body corporate, the body corporate's Australian Business Number or Australian Company Number.

Agreement means your Agreement with us that is made up of these Agreement Terms and Conditions, the Benefits and your Energy Plan;

Agreement End Date means the date on which this Agreement ends as determined under clause 4.9;

Agreement Start Date is the date on which this Agreement starts as determined under clause 4.1;

Capacity Charge means a charge that is applied to the maximum 15 or 30 minute kW or kVA reading that occurred at your metered connection point. The kW or kVA reading may be subject to a defined minimum value. The Capacity Charge is expressed as "cents per kW per day" or "cents per kVA per day" and is multiplied by the number of days in the billing cycle. The Capacity Charge is sometimes referred to as the Demand Charge.

Usage Charge means the unit price for energy (in "cents per kWh" for electricity and "cents per MJ" for gas, as applicable to you) as specified in your Energy Plan. The Usage Charge is sometimes referred to as the Peak Usage, Shoulder Usage or Off Peak Usage;

Cooling-Off Period is defined in clause 4.2;

Daily Supply Charge means a charge that applies for supplying electricity or gas (as applicable to you and specified in your Energy Plan) to your Premises for each day of the billing period, regardless of how much electricity or gas you use. The Daily Supply Charge may be expressed as "cents per day", "\$ per billing period" or similarly. The Daily Supply Charge is sometimes referred to as the Supply Charge or the Service Availability Charge;

Energy Ombudsman means, if you're a customer with Premises in:

- (a) The State of New South Wales - Energy and Water Ombudsman NSW, Phone: 1800 246 545, Website: ewon.com.au; or

- (b) The State of Victoria - Energy and Water Ombudsman Victoria, Phone: 1800 500 509, Website: ewov.com.au; or
- (c) The State of Queensland - Energy and Water Ombudsman Queensland, Phone: 1800 662 837, Website: ewoq.com.au; or
- (d) The State of South Australia - Energy and Water Ombudsman SA, Phone: 1800 665 565, Website: ewosa.com.au; or
- (e) The State of Tasmania - Energy Ombudsman Tasmania, Phone: 1800 001 170, Website: energyombudsman.tas.gov.au;
- (f) The Australian Capital Territory - the ACT Civil and Administrative Tribunal Phone: (02) 6207 1740, Website: acat.act.gov.au;

Exit Fee Term is the same as the Benefits Term unless otherwise specified in your Energy Plan.

Energy Plan means the pricing and product terms applicable to your supply of energy under this Agreement, including the applicable tariffs, rates, charges, fees, benefits, credits, eligibility requirements and other product features.

Note: Details of your Energy Plan may be set out in one or more documents provided by us communicated to you in accordance with this Agreement and applicable laws and Regulatory Requirements, including your Offer Summary and any applicable plan information document.

Offer means any document or communication provided to you in connection with an Energy Plan, including an Offer Summary, plan information document, welcome pack or product-specific terms, and includes our written confirmation of any offer that you accepted.

Energy Plan Commencement Date means the date on which an Energy Plan takes effect under this Agreement, being:

- (a) for the first Energy Plan under this Agreement, the Supply Commencement Date; or
- (b) for any subsequent Energy Plan, the day immediately following the end of the preceding Energy Plan Period, unless otherwise agreed or notified in accordance with applicable laws and regulatory requirements.

Energy Plan Period means the period applicable to an Energy Plan as set out in the relevant Offer. An Energy Plan Period may be an ongoing, fixed or minimum period and is subject to applicable laws and regulatory requirements.

Energy Plan End Date means the date on which the applicable Energy Plan Period expires, as determined in accordance with the relevant Offer and applicable laws and regulatory requirements.

Rates means means per-unit Charges that apply to your Energy Plan, which include usage rates and daily supply charges.

Benefits means any benefit of other bonus set out in your energy offer forming part of your Energy Plan;

Benefits End Date means the last day of a Benefits Term (being the last day of the number of years of the Benefits Term specified in your Energy Plan after the Benefits Start Date);

Benefits Start Date means:

- (a) in respect of the first Benefits Term, the Supply Start Date (or such other date specified as the Benefits Start Date in your Energy Plan); and
- (b) in respect of any subsequent Benefits Term, the day after the Benefits End Date of the immediately preceding Benefits Term;

Benefits Term means a period that starts on a Benefits Start Date and ends on a Benefits End Date, and which is expressed as a number of years in your Energy Plan;

Interim Invoicing means a quarterly read meters are provided with a monthly bill with a value of an agreed estimated monthly value based on estimated annual consumption and network charges, True up occurs after each actual meter read date

kVA stands for kilovolt-ampere and as a measure of power

kW stands for kilowatt

kWh stands for kilowatt hour and is the unit of measurement for your electricity bill;

MJ stands for mega joule and is the unit of measurement for your gas bill;

MW stands for megawatt;

Online Acceptance Form means our internet-based process for the acceptance of relevant offers;

Premises means the premises or supply address stated in your energy plan and it's the address at which you purchase Energy from us under this Agreement.

Supply Start Date means the date we start supplying energy to your Premises as determined under clause 4.3.

TJ stands for tera joule and is a unit of measurement that applies to gas;

True Up means a reconciliation of all payments received and consumption and network costs incurred during the period between 2 actual read date

Energy Saving Tips

For more information on how to save electricity, please visit the website:

<https://covau.com.au/energy-saving-tips/>

27. ENERGY BENEFITS DETAILS: MARKET RETAIL AGREEMENT

The section describes the types of Benefits that may be available under our Energy Plans.

The specific Benefits that apply to you form part of your Energy Plan and are set out in the documents comprising your Energy Plan.

Exit Fee Term is the same as the Benefits Term unless otherwise specified in your Energy Plan;

It forms part of Agreement between CovaU Pty Ltd (ABN 54 090 117 730) and you, and should be read in conjunction with the Market Retail Agreement Terms and Conditions and your Energy Plan/Price Fact Sheet (both of which also form part of your Agreement). The Benefits listed in the table below that are applicable to you will be specified in your Energy Plan.

In this section:

(a) Benefits Term Year means each 12-month period during the Benefits Term. For example, the first Benefits Term Year starts on the Benefits Start Date and ends on the day before the first anniversary of the Benefits Start Date.

(b) Other terms are defined in the Market Retail Agreement Terms and Conditions.

Benefits 1: Direct Debit Discount (Usage Charges VICTORIA RESIDENTIAL ONLY)

Application and conditions

1. The Direct Debit Discount is applied to the Usage Charges only for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before any discounts are applied to the Usage charges, and the amount payable after Discounts are applied to the GST-inclusive value of the Usage Charges.
2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower Charges (if applicable) after taking into account any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill). The Direct Debit Discount is only applied to the Usage Charges of the bill.
3. Eligibility requirements apply to access the Direct Debit Discount, including providing valid Direct Debit details for automatic payments and your explicit informed consent to the Direct Debit Request Service Agreement prior to an invoice being produced.
4. If you're on an instalment plan, you are required to comply with your agreed payment arrangements that fall due during the billing cycle by the applicable due dates. Failure to comply with those arrangements may result in consequences (including fees or charges) in accordance with this Agreement and applicable laws. If your instalment plan does not require you to pay any balance of the bill, any applicable Direct Debit discounts that for that billing cycle will be applied as a credit to your next bill.
5. Where the Direct Debit Discount applies:
 - a. the Direct Debit Discount will apply to a bill even if there's a delay in processing the payment of that bill beyond the pay-by date; and

- b. if the direct debit fails (other than as a result of your act or omission), the amount of the Direct Debt Discount applicable for that billing cycle will be applied as a credit to your next bill.
- 6. If there are any outstanding amounts shown on a bill (from any previous bill), the Direct Debit Discount will not apply to the outstanding amounts.
- 7. If a bill is in credit, any applicable Direct Debit Discount for that billing cycle will be applied as a credit to your next bill.

The Direct Debit Discount will be applied and may only be varied or withdrawn in accordance with applicable laws and Regulatory Requirements.

Benefits 2: Guaranteed Discount (Usage Charges Only)

Description: The Guaranteed Discount (Usage Charges only) is a percentage discount applied to the Usage Charges for each billing cycle during the Benefits Term.

The percentage discount (if applicable) is detailed in your Energy Plan.

If you are using Interim Invoicing, your Guaranteed Discount is only applied to Actual Invoices with Usage data.

Application and conditions

1. The Guaranteed Discount is applied to the Usage Charges only for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before the Guaranteed Discount is applied to the energy usage charges, and the amount payable after the Guaranteed Discount is applied to the GST-inclusive value of the Usage Charges.
2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower Charges (if applicable) after taking into account any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill). The Guaranteed Discount is only applied to Usage Charges of the bill.
3. You must pay the full amount of the bill after the Guaranteed Discount is applied. Note that late payment fees may apply in accordance with the Market Retail Agreement Terms and Conditions if you pay after the invoice due date.
4. If there are any outstanding amounts shown on a bill (from any previous bill), the Guaranteed Discount will not apply to the outstanding amounts.
5. If a bill is in credit, the Guaranteed Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

Benefits 3: Guaranteed Discount (Usage & Daily Supply Charges)

Description: The Guaranteed Discount (Usage Charges and Daily Supply Charges) is a percentage discount applied to both the Usage Charges and Daily Supply Charges for each billing cycle during the Benefits Term.

The percentage discount (if applicable) is detailed in your Energy Plan.

If you are using Interim Invoicing, your Guaranteed Discount is only applied to Actual Invoices with usage data and supply charges.

Application and conditions

1. The Guaranteed Discount is applied to the Usage Charges and Daily Supply Charges for each billing cycle during the Benefits Term. Each bill will show the total energy charges payable before the Guaranteed Discount is applied to the energy charges, and the amount payable after the Guaranteed Discount is applied to the GST-inclusive value of the Daily Supply Charges and Usage Charges only.
2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and GreenPower charges (if applicable), after taking into account any relevant discounts or other Benefits applied to the bill, any applicable

concessions and GST (but not including any adjustments to a bill). The Guaranteed Discount is only applied to the Usage Charges and Daily Supply Charges components of the bill.

3. You must pay the full amount of the bill after the Guaranteed Discount is applied. Note that late payment fees may apply in accordance with the Market Retail Agreement Terms and Conditions if you pay after the invoice due date of the bill.

4. If there are any outstanding amounts shown on a bill (from any previous bill), the Guaranteed Discount will not apply to the outstanding amounts.

5. If a bill is in credit, the Guaranteed Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.

Note: This benefits is not applicable to all tariffs, please check your Energy Plan to confirm if your tariff is eligible for this discount.

CovaU Pty Ltd

ABN 54 090 117 730

Level 29, 225 George Street, Sydney NSW 2000

Enquiries 1300 689 866 CovaU.com.au

PART 3: Solar Contract Terms and Conditions (If applicable)

The Solar Contract Terms and Conditions set out the eligibility requirements and conditions for receiving solar feed-in benefits for electricity exported from your qualifying solar installation.

Solar Credits:

For the purposes of these terms, Solar Credits include Solar Feed-in Credits and other solar-related credits provided under your Solar Contract.

Whether Solar Credits may be redeemed as cash or transferred depends on your state and is subject to the applicable Solar Contract Terms and Conditions and, where applicable, CovaU's approval.

Solar Credits will first be applied against amounts payable under your electricity account. The use, transfer, payment or cash redemption of any remaining Solar Credits is subject to the Solar Contract Terms and Conditions, as follows:

- **NSW, SA, ACT and VIC:** You may apply to transfer Solar Credits to another CovaU account you hold, including an account for another premises, subject to CovaU's approval. Any Solar Credits remaining at the termination or expiry of your Solar Contract will be treated in accordance with the Solar Contract Terms and Conditions and cannot be redeemed as cash;
- **TAS:** You may choose to have eligible feed-in tariff credits paid to you in accordance with applicable Tasmanian law and the Solar Contract Terms and Conditions;
- **QLD:** Remaining statutory feed-in tariff credits may be paid to you in accordance with applicable Queensland law and the Solar Contract Terms and Conditions.

To view the full Solar Contract Terms and Conditions, please visit:

<https://www.covau.com.au/solar-agreement>.

A copy of the Solar Contract Terms and Conditions will be provided to eligible customers and is also available on our website.

If you have not received a copy and believe the Solar Contract applies to you, you may request one by contacting us on 1300 689 866.

PART 4: Privacy Policy

The COVAU Privacy Policy describes how we collect and handle your personal information.

To view our Privacy Policy, please visit: <https://www.covau.com.au/privacy-policy>

You can also request a copy by contacting us on 1300 689 866

PART 5: DOCUMENT FORM



 www.covau.com.au
 support@covau.com.au
 PO BOX R241 ROYAL
EXCHANGE NEW 1225
 1300 689 866

FORMS

For Direct Debit/Credit Card



Call Us: **1300 689 866**
Set your own personal details via MyAccount:
secure.covau.com.au/myaccount

For Cancellation

Call Us: **1300 898 666**
Email at: loyalty@covau.com.au

For Concession and Rebate

Call Us: **1300 689 866**
Find out more: covau.com.au/concessions



How can we help

For language assistance please call 131450 and ask to be connected to the CovaU Call Centre - Customer Service team on 1300 689 866

Interpreter Service

Call 131 450

Servizio interpreti

Servicio de Intérpretes

خدمة المترجم الفوري

Dịch vụ phiên dịch

□ 译服务

Υπηρεσία Διερμηνεία