



## Purpose

This Customer Charter sets out some of the rights, entitlements and obligations you have as a customer. If you feel that we have not respected your rights, please contact us and let us know. If you are not happy with the way that we have resolved your complaint you may contact the energy ombudsman in your state using the contact details provided at the end of this Charter.

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## 1. Marketing

When marketing to you we have a number of obligations. These include requirements under the National Energy Retail Law (applicable in your relevant state), National Energy Retail Rules (applicable in your relevant state), *Telecommunications Act 1997* (Cth), *Do Not Call Register Act 2006* (Cth) and Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

When marketing to you, we must:

- Ensure that we only provide you with accurate and complete information and that any statements or representations we make to you are not misleading or deceptive and do not overstate our products' benefits or falsely imply an association or endorsement with any third party.
- Ensure that we provide all required information to you before you enter into an Agreement with us (or as soon as practicable after the formation of your Agreement) including:
  - all applicable prices, charges, early termination payments and penalties, security deposits, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed;
  - the commencement date and duration of your Agreement you have entered into, the availability of extensions and the provisions relating to any termination rights if you move out during the term of your Agreement;

- if any requirement must or may be complied with by an electronic transaction—how the transaction is to operate and, as appropriate, an indication that you will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
  - the rights that you have to withdraw from your Agreement during the Cooling Off Period; and
  - your right to complain to us in respect of any energy marketing activity conducted on our behalf and, if the complaint is not satisfactorily resolved by us, your right to complain to the relevant energy ombudsman in your State.
- Maintain a 'no contact list' and not market to you if you are on our 'no contact list'.
  - Upon your request (either in person, electronically, by telephone or in writing) ensure that you are added to our 'no contact list' and that our marketing representatives do not contact you for a period of two years. You may renew your request to be added to our 'no contact list' at any time and as many times as you wish and we will respect that request for a further two-year period each time.
  - Comply with any signs you have displayed at your premises, including any signs stating that:
    - canvassing is not permitted at the premises; or
    - no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at or associated with the premises.
  - Ensure records are kept of all energy marketing activities carried out by us or on our behalf by retail marketers, including details of energy marketing visits that have been conducted and telephone energy marketing calls that have been placed.
  - Before the formation of a prepayment meter market retail contract, we must provide you with the following additional information:
    - the methods by which you can make payments to the prepayment meter system account and the locations of payment centres or recharge facilities (if relevant);
    - the amount of emergency credit to be provided in the prepayment meter system;
    - details of the trial period at or before the expiry of which you may withdraw from your Agreement;
    - the method by which you may receive any rebate, concession or relief available under any government funded energy charge rebate, concession or relief scheme; and
    - dispute resolution options available to you.

## 2. Tariffs

If at any time we offer you alternative tariffs or tariff options and you request a change to your tariff in accordance with the offer or option and you satisfy all of the conditions relating to that tariff or offer, we must transfer you to the new tariff or option within 10 business days.

When you transfer from one tariff type to another the effective date of the transfer is the date on which the meter reading is obtained or, where the transfer requires a change to the meter at the supply address, the date the meter change is completed.

If you notify us of a change of use at your premises we may require you to transfer to an applicable tariff for that use. If you fail to provide notice of a change of use at your premises we may provide you with notice and change your tariff to the applicable tariff for that use. This change will come into effect from the date on which the change of use occurred.

## 3. Transfer of supply to us

The transfer of your account to us can only happen after we have taken the following steps:

- We must have your Explicit Informed Consent and a record of that Consent; and
- Explicit Informed Consent means that we (including our marketing representatives) must have clearly, fully and adequately disclosed all matters relevant to a decision to supply such Consent, including each specific purpose or proposed use of the Consent you provided.*
- We have a customer retail contract in place to enable the sale of energy to you at your premises.

After receiving notification that we are the responsible retailer for the supply of energy we must, within 5 business days, notify you that we have commenced selling energy to you and the date of commencement.

If there is a delay in the date of transfer to you, we must, within 5 business days of becoming aware that a transfer has not occurred, notify you:

- That the transfer did not occur;
- The reason for the delay; and
- The new expected date of completion of the transfer, if it is still proceeding.

If you consider that you have been transferred to us without your Explicit Informed Consent, our obligations to you include:

- Upon request, we must provide you with evidence of Explicit Informed Consent provided by you within 10 days of your request;
- If the issue of Explicit Informed Consent is raised within 12 months of your transfer to us and it is established that it was not provided or we do not have the required record, we must void your Agreement with us and not charge you for energy consumed; and
- You may then be liable to your original retailer for energy consumed as if the transfer to us had not happened. If you have already paid us for energy consumed during the period (up to 12 months) we will pay those amounts to your original retailer.

## 4. Billing disputes

When we issue you a bill that you dispute, we must ensure that we:

- Conduct a review of your bill;
- Notify you of the outcome of the review as soon as reasonably possible and in accordance with any time limits specified in our complaints and dispute resolution procedures;
- Put a hold on any external collections or debt recovery action during the investigation of your complaint;
- Request that you pay an outstanding amount only if it is:
  - the lesser of either:

- › the amount we both agree is not in dispute, or
- › the amount equal to your average bill (not including any in dispute) over the last 12 months; and

– any other bills that are properly due; or

- Conduct a meter reading or metering data check or meter test upon request.

If, after conducting a review of the bill, we are satisfied that it is:

- correct, we may require you to pay the amount of the bill that is still outstanding; or
- incorrect, we:
  - must adjust the bill; and
  - may require you to pay the amount of the bill that is still outstanding.

If you are not satisfied with our decision on your bill review or our proposed course of action, you may lodge a complaint with the relevant energy ombudsman in your state.

- If your supply address is in New South Wales, this is the Energy & Water Ombudsman NSW (EWON).
- If your supply address is in Queensland, this is the Energy & Water Ombudsman Queensland (EWOQ).
- If your supply address is in South Australia, this is the Energy and Water Ombudsman SA (EWOSA).
- If your supply address is in Australian Capital Territory, this is the ACT Civil & Administrative Tribunal (ACAT)

The contact details for each ombudsman are included at the end of this Customer Charter.

Regardless of where your supply address is located, if you have been undercharged because of any error by us we may only recover a maximum of 9 months' worth of charges without interest from the date you are notified and then offer you an instalment plan to pay any outstanding amount.

If you have been overcharged by \$50 or more, we will inform you within 10 business days after we become aware of the overcharge and pay that amount in accordance with your directions. If you have been overcharged by less than \$50, we will credit that amount to your next bill. No interest is payable on an amount overcharged.

We must promptly provide you with your historical billing data with us for the previous 2 years on request.

Upon request, we must also give you information about your electricity consumption with us for up to 2 years.

## 5. Payment or debt related

If you have a dispute about a debt or payment we must:

- Conduct a review of your bill and any debt you have in accordance with the section on "Billing disputes" above;
- Put a hold on any external collections or debt recovery action during the investigation of your complaint;
- Review any payment plan you have in place to ensure that it accurately reflects your capacity to pay and considers any debt you have and your average consumption over 12 months; and
- Not commence any proceedings for the recovery of the debt during the period of any payment plan which is being complied with.

If we enter into a direct debit payment arrangement with you, with your Explicit Informed Consent, we will ensure the arrangement covers the amount, initial date and frequency of the direct debits. We will then confirm in writing your right to cancel the direct debit agreement and our obligation to cancel that agreement. We immediately cancel a direct debit agreement on your request; and

Upon request, we will provide you with information about the availability of government funded energy charge rebate, concession or relief schemes.

## 6. Timeframes for connection and reconnection

Subject to the actions and timeframes of your distributor, and unless otherwise agreed between you and us, we will aim to connect supply to an existing premises that is within our service territory by:

- the end of the next business day, if the request is made before 3:00pm AET on a business day; or

- the end of the second business day following the day the request is made, if the request is made after 3:00pm AET on a business day.

If the energy supply to your premises has been disconnected for any reason other than at the request of your distributor, we will reconnect the premises (or initiate a request to the distributor to reconnect the premises) within the above timeframes, if you have, within 10 working days of the disconnection:

- Fixed the matter that led to the disconnection;
- Made a request for reconnection; and
- Paid any relevant additional charges.

Factors outside our control, such as access to property, safety and coordination with your distributor can impact expected timeframes and our obligations to you.

We may pass on costs to you that relate to charges payable for services by your distributor or a metering coordinator which are incurred in connection with, or which arise out of, your Agreement.

## 7. Timeframes for metering installation

There are several situations where a new meter may need to be installed on your premises. The timeframes for installation depend on a number of factors:

- If your premises are not connected to a distribution system to allow the flow of electricity, for example, if your premises are a new build (a new connection);
- If you request a meter to be installed at your premises, for example, where you wish to update to one of our plans that requires installation of a new meter, and there is no new connection or connection alteration required (existing connection);
- If you request a meter to be installed at your premises, for example, where you wish to update to one of our plans that requires installation of a new meter, and a connection alteration is required (connection alteration).

We explain here what each type of metering installation involves and what our obligations to you are if you are a small customer. If you are not sure whether you are a small customer, please get in contact with us.

## 7.1 New connection

When your premises includes a new connection, we will seek to agree with you a timeframe for installation. Where we cannot agree on a timeframe, we will generally have 6 business days from being informed that your premises are connected to a distribution system to allow the flow of electricity to install the meter

There are some circumstances where those timeframes will not apply for a new connection, including where:

- You have not entered into an agreement with us for the meter to be installed;
- The proposed site for the meter at your premises is not accessible or safe or ready for the meter to be installed;
- Your premises are not connected to a distribution system to allow the flow of electricity;
- Installing the meter will require an interruption to the supply to another retail customer; or
- You have entered into an aggregated electricity consumption agreement with us for the relevant premises and that agreement specifically provides for the timeframes not to apply.

## 7.2 Existing connection

When you have requested us to install a meter at your premises and there is no new connection or alteration required, we will seek to agree with you on a timeframe for installation. Where we cannot agree on a timeframe, we will generally have 15 business days from receiving your request to install the meter.

There are some circumstances where those timeframes will not apply for such an installation, including where:

- You have not entered into an agreement with us for the meter to be installed;
- The proposed site for the meter at your premises is not accessible or safe or ready for the meter to be installed;
- Installing the meter will require an interruption to the supply to another retail customer; or

- You have entered into an aggregated electricity consumption agreement with us for the relevant premises and that agreement specifically provides for the timeframes not to apply.

## 7.3 Connection alteration

When you have requested us to install a meter at your premises and an alteration is required to be made to the connection, we will arrange for the meter to be installed by a date agreed between you and the distributor (where the distributor is providing the alteration). Where you and the distributor cannot agree on a timeframe, we will generally have 15 business days from receiving your request to install the meter.

There are some circumstances where those timeframes will not apply for an alteration, including where:

- You have not entered into an agreement with us for the meter to be installed;
- The proposed site for the meter at your premises is not accessible or safe or ready for the meter to be installed;
- Installing the meter will require an interruption to the supply to another retail customer;
- You have not met the conditions that you are required to comply with under your connection contract between you and the distributor;
- You have entered into an aggregated electricity consumption agreement with us for the relevant premises and that agreement specifically provides for the timeframes not to apply; or
- An augmentation is required prior to the installation, but such augmentation has not yet been completed.

We may pass on costs to you that relate to charges payable for services by your distributor or a metering coordinator, which are incurred in connection with, or which arise out of, your Agreement.

## 8. Life support equipment

If a person living at the supply address under your Agreement requires life support equipment, you must advise us and register your supply address with us or the network distributor for your supply address. You

must provide the details of the life support equipment required together with a signed confirmation form from a medical practitioner of the requirement for this equipment. If you inform us that a person living at the supply address requires life support, we must give you 50 business days to provide written confirmation from a medical professional. We must provide you with at least two written notices to remind you that you must provide this confirmation.

Please refer to [www.nectr.com.au/customer-assistance](http://www.nectr.com.au/customer-assistance) for further information or contact us using the contact details below.

## 9. Customers experiencing financial difficulties

We understand that sometimes life doesn't go according to plan and during this time, you may need assistance to keep up with your energy payments. We support our customers who are experiencing hardship and in our Customer Hardship Policy, we explain what help is available to you as a Nectr customer and how you can access it should you experience financial difficulties.

If at any time you contact us to let us know you are, or we determine you are, in financial hardship, we will:

- Provide you with clear information in a timely manner on what assistance is available to you under our Hardship Policy;
- As soon as reasonably practicable, provide you with the assistance you are entitled to under our Hardship Policy;
- Be respectful, compassionate and treat your circumstances with sensitivity and respect for your privacy;
- Take into account all of your circumstances which we are aware of, and, on that basis, act fairly and reasonably;
- Provide you equitable access to our Hardship Policy and ensure that it is consistently applied in a transparent way;
- Maintain customer assistance programs, such as affordable payment plans and the acceptance of alternative payment methods in accordance with our Hardship Policy;

- Regularly monitor your account during your participation in our hardship program, including quarterly reviews of your participation in the hardship program to make sure any existing payment plan remains affordable and you are receiving the right assistance; and
- Be transparent and accessible and community to you, your nominated support person, financial counsellors and community assistance agencies where necessary and always with your consent.

We will provide you with a copy of our Hardship Policy upon request and at no cost to you. It is also available on our website: [www.nectr.com.au/hardship-policy](http://www.nectr.com.au/hardship-policy)

## 10. Lodging a complaint

We continually strive to deliver a positive customer experience with every interaction. We understand, however, that we may not be able to prevent some level of dissatisfaction despite our best efforts.

If you have a complaint, you may lodge that complaint by contacting us in accordance with our contact details listed in this Customer Charter. You may lodge a complaint about any aspect of our service.

Our Complaints Handling Policy is available on our website at [www.nectr.com.au/complaints-handling-policy](http://www.nectr.com.au/complaints-handling-policy)

When dealing with a complaint we agree to:

- Listen to you and treat you with respect;
- Address your complaint with integrity and in an equitable, objective and unbiased manner;
- Acknowledge receipt of your complaint promptly, and preferably within 3 working days;
- Assess your complaint on its merits and involve you and your representatives, as appropriate in the process as far as possible;
- Respond flexibly to address your complaint; and
- Provide you with reasons for our decisions and any options for redress or review.

We will not disconnect your premises during this process if your complaint relates directly to the reason for disconnection.

You may contact us using the details provided below.

If you are not happy with the way that we have resolved your complaint, you may contact the relevant energy ombudsman in your state using the contact details included below.

## 11. Our contact details

You may contact us to complain, compliment or enquire about your account using the following contact details.

**Business Address:**

Nectr, Level 25,  
100 Miller Street,  
North Sydney NSW 2060

**Postal Address:**

Nectr, PO Box 1957,  
North Sydney NSW 2059

**Email:** [hello@nectr.com.au](mailto:hello@nectr.com.au)

**Phone:** 1300 111 211

## 12. Contact details for Energy Ombudsmen

We have an easy and accessible complaints process in place should something go wrong. You are entitled to have your complaint escalated within our organisation if you are not satisfied with the investigation or resolution of your complaint.

If you are not happy with our handling of a complaint, you always have the option to contact the relevant energy ombudsman in your State:

- For New South Wales customers, this is the Energy & Water Ombudsman New South Wales;
- For Queensland customers, this is the Energy & Water Ombudsman Queensland; and
- For South Australia customers, this is the Energy and Water Ombudsman South Australia.
- For ACT customers, this is the ACT Civil & Administrative Tribunal.

The contact details for the relevant energy ombudsman are below:

### Energy & Water Ombudsman NSW

**By Post:** PO Box 1343, Haymarket NSW 1240

**Freepost:** Reply Paid 86550, Sydney South NSW 1234

**Free call:** 1800 246 545

**Free fax:** 1800 812 291

**Email:** [complaints@ewon.com.au](mailto:complaints@ewon.com.au)

**Online complaints:** [www.ewon.com.au/complaints](http://www.ewon.com.au/complaints)

### Energy & Water Ombudsman QLD

**By Post:** PO Box 3640, South Brisbane BC QLD 4101

**Free call:** 1800 662 837

**Fax:** (07) 3087 9477

**Email:** [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au)

**Online complaints:**

[www.ewoq.com.au/complaints/submit-a-complaint](http://www.ewoq.com.au/complaints/submit-a-complaint)

### Energy and Water Ombudsman SA

**By Post:** GPO Box 2947, Adelaide SA 5001

**Free call:** 1800 665 565

**Fax:** 1800 665 165

**Email:** [contact@ewosa.com.au](mailto:contact@ewosa.com.au)

**Online complaints:**

[www.ewosa.com.au/submit-a-complaint](http://www.ewosa.com.au/submit-a-complaint)

### ACT Civil & Administrative Tribunal (ACAT)

**By Post:** GPO Box 370, Canberra ACT 2601

**Free call:** (02) 6207 1740

**Fax:** (02) 6205 4855

**Email:** [tribunal@act.gov.au](mailto:tribunal@act.gov.au)

**Online complaints:** [www.acat.act.gov.au/fees-and-forms/online-forms/energy-and-water-complaint-form](http://www.acat.act.gov.au/fees-and-forms/online-forms/energy-and-water-complaint-form)

### National Services

**Interpreter:** 131 450

- For help using an interpreter visit TIS

**National Relay Service:** 133 677

- For help using an interpreter visit NRS