



## Terms & Conditions

It's how we work together

# Veeve Energy Pty Ltd

## Terms & Conditions

January 1, 2019

### 1. Application of Terms

These terms and conditions (Terms) govern the sale of Services by Veeve Energy Pty Ltd (Veeve or Us or We or Our) to You (I or You or Your) through the Embedded Network operating within the Site which Your Premises are located (Agreement). To the extent permitted by law, Veeve may make changes to these Terms by providing You with written notice of the change.

### 2. Our role as agent

You acknowledge that We act as the appointed agent for the building owner or Owners Corporation (as the case may be) at the Site.

### 3. Getting Connected

- 3.1. We do not have to connect You to the Embedded Network or supply You with Services to Your Premises until You have agreed to be bound by these Terms by completing the Veeve Application for Supply of Services Form available on Our website or by request.
- 3.2. You consent to Us or Our representatives taking all necessary steps to supply You with Services at Your Premises and to transfer the supply of Services from Your existing retailer to Us.
- 3.3. To the extent permitted by law, You will be required to pay an Connection Fee. The Connection Fee will appear on Your first invoice.

### 4. Fees and Charges

- 4.1. You agree to pay Veeve, or Our representative (as nominated by us) the charges for and associated with the supply and usage of Services at Your Premises at the rate set out in Veeve' Pricing Schedule as published or notified to You from time to time. You can request a copy of the relevant Veeve Pricing Schedule at any time by contacting us.
- 4.2. You acknowledge that We may amend the charges set out in the Veeve Pricing Schedule from time to time. We will give You notice of the changes, and they will apply from the next billing cycle after this notice has been provided.
- 4.3. You acknowledge that we may increase our charges due to, but not limited to:
  - (a) Increases in energy costs to Us;
  - (b) The introduction of or increase to any taxes or levies;
  - (c) Variations in distribution costs;
  - (d) Increases in market charges; and
  - (e) Increases to the Consumer Price Index.
- 4.4. You acknowledge that we may charge You additional fees for:
  - (a) Account establishment;
  - (b) Connection or disconnection;
  - (c) Same or next day connection;
  - (d) Processing fees where payment is made by credit card;
  - (e) Administration fees for paper bills sent by post; and
  - (f) Administration and third party fees incurred by Us in recovering outstanding amounts owed by You.

## **5. What You need to tell us**

- 5.1. You must provide us with all information that we reasonably require for the purposes of this Agreement. The information must be correct, and You must not mislead us.
- 5.2. You must promptly tell us if any information that You have provided us has changed or is no longer correct (for example, Your billing address or email address has changed).
- 5.3. If a person living at Your Premises requires life support equipment, then You must tell us. To do this You will need to provide us with written confirmation from a medical practitioner of the requirement of life support equipment at the Premises.

## **6. Billing**

- 6.1. We will bill You monthly for Your use of Services. We will also bill You monthly for any goods and services we supply in addition to the sale of Services as separate items. We will provide Your bill electronically to the email address you provide. You must notify Us of any change of email address.. If You request Your Bill to be posted, then we will charge You an administrative fee as set out in the relevant Veeve Pricing Schedule.
- 6.2. Your bill for Services will be based on the Services used by You. You agree to Veeve using monthly interval data to determine the Services used by You.
- 6.3. If for some reason Veeve does not base Your usage on interval data, then You agree that Veeve will issue an estimated bill based on historical data with respect to Your usage and associated fees and charges.
- 6.4. If We base Our bill on an estimate and We subsequently obtain interval data for Your Premises for the period of that bill, then We will make an appropriate

adjustment to Your next bill based on that interval data. You acknowledge that this may result in an increased charge applying to the adjusted bill.

## **7. Review of Yourbill**

- 7.1. If You do not agree with Your bill, then we will review it at Your request so long as You pay to us the lesser of:
  - (a) the amount of the bill that You do not dispute; and
  - (b) the amount equal to Your monthly average bills in the past twelve (12) months.
- 7.2. If Our review shows the bill to be correct, You must pay the bill in full. If our review shows the bill to be incorrect, then we refund any overcharged amount on Your next bill. We are not obliged to pay You any interest on any overcharged amounts.
- 7.3. If We become aware of errors regarding Your bill, and such errors result in us undercharging You for Services, then We can issue You with a special bill for undercharging in the nine (9) month period from the date You were notified of the, and Our usual payment terms will apply. We will offer you time to pay by agreed installments.  
We will not charge You interest on any undercharging unless the undercharging results from Your improper or fraudulent use of Services or tampering with any metering equipment.

## **8. Payments**

- 8.1. You need to pay Your bill by the due date as shown on Your bill using the payment methods shown on Your bill.
- 8.2. If You are having difficulties paying Your bill, then You must contact us before the due date for payment. We will consider any reasonable proposal for an instalment plan. If We permit You to make payment under an instalment plan and You fail to make a payment pursuant to it, then the total amount owing will become immediately payable.

- 8.3. You will be liable for all costs, expenses and disbursements incurred by Us in recovering any amounts owed by You to Us, including any collection agency and legal costs (on a solicitor/own client basis).
- 8.4. You agree that if an outstanding bill is more than thirty (30) days overdue, and if You have not agreed to an instalment plan to pay that amount with Us or You have not disputed the bill, then we may charge the total overdue amount to Your credit card. You agree that this authority continues until full payment of Your final bill after disconnection of Your Services and termination of this Agreement.
- 8.5. Where You are a tenant occupying the Premises, You irrevocably authorise Us and/or the leasing agent to deduct from Your rental bond any amount owing to Us on a final bill issued to You.

## **9. Disconnection of Your Services**

### **9.1. Non-payment**

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

If you are 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. However, we are not obliged to do so if you have had 2 payments plans cancelled due to nonpayment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.

Additional protections may be available to you under our Customer Hardship Policy if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

### **9.2. Unauthorised or illegal access**

If You have obtained and/or used any Services supplied by Us for illegal or fraudulent purposes or otherwise as permitted under this Agreement and at law, we may disconnect You from the supply of Services at Your premises.

### **9.3. Disconnection and reconnection**

Despite the other clauses of this Agreement, We can only disconnect the supply of Services to Your Premises in accordance with applicable laws, and we must reconnect the supply of Services to Your Premises in accordance with applicable laws.

## **10. Access to Premises, metering equipment and retailer of choice**

- 10.1. You must allow Veeve or Our contractors to enter Your Premises to read the meter, to connect or disconnect the supply, to inspect, test, maintain or repair installations as appropriate (including metering equipment, piping and cabling), or to repossess the metering equipment.
- 10.2. You acknowledge that ownership of all metering equipment is the property of Veeve, and in no circumstances will it be metering equipment become a fixture of the Premises.
- 10.3. You acknowledge that You have been informed in writing that You can elect to purchase Services from a licensed retailer of Your choice.

## **11. Information and Communication**

- 11.1. So that we can supply your Premises with Services, we will need to collect personal information about You. This information may include sensitive information, like that You have life support equipment at Your Premises. We will comply with all relevant privacy legislation in relation to Your personal information. You can access the personal information that we hold about You by contacting Our office.
- 11.2. You consent to us disclosing Your personal information:
  - (a) with our related bodies corporate, our agents and contractors, and where required, to the distributor(s) of Services to the Site and other retailers, and for any other purpose that you have consented to or as required by law; and
  - (b) with a credit reporting agency so that We can obtain a consumer credit

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report about You, and/or to allow the credit reporting agency to maintain a credit file about You.

## 12. Our liability

- 12.1. You acknowledge that Veeve does not own or operate the infrastructure through which Services are supplied to Your Premises (except for the meter and associated equipment). You further acknowledge that the quality and reliability of Your Services is subject to a number of factors beyond Our control, including weather conditions, vandalism, accidents, system demands and the acts of the distributor(s) of Services to the Site.
- 12.2. To the extent permitted by law and subject to the provisions of this Agreement:
- (a) We give no condition, warranty or undertaking, and we make no representation to You, about the condition or suitability of Services, quality, fitness for purpose or safety;
  - (b) All conditions, warranties and representations (whether express or implied) not set out in this Agreement which could be implied into this Agreement but for this clause are expressly excluded; and
  - (c) We are not liable for any loss or damage suffered by You or any third party in connection with the supply of Services to Your Premises, and You agree to hold Veeve harmless from and against a claim for any such loss or damage.
- 12.3. If any law (including the Competition and Consumer Act 2010 (Cth) ) implies a condition or warranty into this Agreement, and our liability for breach of that condition cannot be excluded or restricted by law but may be limited, then our liability for any breach of that implied condition or warranty is limited to Us doing any of the following:
- (a) Supplying the Services again;

and/or

- (b) Paying the cost of having the Services supplied again.

- 12.4. If You are a business customer (meaning that You are not a domestic customer) then You agree to take reasonable precautions to minimise the risk of loss or damage to any equipment, Your Premises or Your business which may result from poor quality or reliability of Services supplied to Your Premises.
- 12.5. Despite anything to the contrary, but to the extent permitted by law, We will not be liable to You for any indirect or consequential damages incurred by You in connection with our supply of Services to Your Premises.
- 12.6. For the avoidance of doubt, this clause 12 does not operate to vary or exclude the operation of section 120 of the National Electricity Law as set in the Schedule to the National Electricity (South Australia) Act 1996.

## 13. Termination

- 13.1. We can terminate this Agreement:
- (a) on thirty (30) days' notice, provided that You have transferred to another retailer at the expiration of the notice period; or
  - (b) if we disconnect You for non-payment in accordance with these Terms and Your account remains unpaid ten (10) days after disconnection.
- 13.2. You may terminate this Agreement by providing us with twenty eight (28) days' notice.
- 13.3. If this Agreement is terminated for any reason, then We will issue You with a final bill, which may include a special meter reading charge and reasonable administration fees. If our final bill remains outstanding thirty (30) days after its issue, then You irrevocably authorise us to debit Your credit card for the outstanding amount, but subject always to Your ability to have Your bill reviewed in accordance with clause 7.

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## 14. Complaints

- 14.1. You may make a complaint to Us relating to the sale of Services by Us to You, or this Agreement generally, by contacting Us in writing or by telephone. When we receive a complaint from You, We will deal with Your complaint in accordance with Our complaints handling and dispute resolution procedures as set out in Our Customer Charter as published on Our Website.
- 14.2. We reserve the right to update and amend Our complaints handling and dispute resolution procedures set out in Our Customer Charter at any time and from time to time. Any updates or amendments to Our complaints handling and dispute resolution procedures will apply to complaints lodged with Us after the updates or amendments take effect.

## 15. Retention of Credit Card Details

- 15.1. You may provide Us with an ongoing signed authority from You (Credit Authority) to process recurring payments made to Us (Ongoing Transactions) against Your credit card, scheme debit or charge card account (as applicable) (Nominated Card).
- 15.2. If You provide us with a Credit Authority, We will not sell, purchase, provide or exchange any documentation or information relating to Your Credit Authority, including Your account number or credit card details to any person other than Your Nominated Card issuer, or as required by law. However, We may disclose such information or documentation to certain employees, contractors or agents authorised by Us to handle such information in the course of conducting Our business.
- 15.3. We will not take an imprint of, or record any information relating to, a Nominated Card, unless the imprint or information is required to process a Recurring Transaction against that Nominated Card which has been authorised by You.
- 15.4. We will retain information about all

transactions processed pursuant to clause 15.1 (Transactions) for a period of 30 months from the date of the relevant Transaction or such other period as required by law.

- 15.5. We shall destroy any information about the Transaction on the later of:

- (a) the expiry of the 30 month period; or
- (b) the date on which We have no further business or legal reason for retaining the information.

Information may be destroyed by:

- (a) physically destroying hardcopy materials so that cardholder data cannot be reconstructed; or
- (b) rendering cardholder data on electronic media unrecoverable so that cardholder data cannot be reconstructed.

- 15.6. We shall ensure that data in respect of Nominated Cards accessed by Us in connection with an Ongoing Transaction is stored only in an electronic file in a secure environment with restricted access and used for the sole purpose of processing Ongoing Transactions. We shall not record, store, replicate or otherwise use data in respect of Nominated Cards for any other purpose.

## 16. General

- 16.1. A provision of or a right created by this Term may not be waived or varied except in writing signed by the party or parties to which it benefits.
- 16.2. Any provision of these Terms which is invalid or unenforceable in any jurisdiction will, for the purposes of that jurisdiction, be read down, if possible, so as to be valid and enforceable or otherwise severed to the extent of the invalidity or unenforceability.
- 16.3. These Terms shall be governed by, construed and take effect in accordance with the laws of the state of Victoria, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia.

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**Questions, comments?**  
1300 725 738 or [veeve.com.au](http://veeve.com.au)