

# Business Fixed Plan special terms

## Introduction

1. The Business Fixed Plan ("the Plan") is available for business:
  - a. electricity supply;
  - b. natural gas supply; or
  - c. electricity and natural gas supply. If you have electricity and natural gas with us at the same premises then both must be on the Plan.
2. The Plan special terms should be read along with our General terms and conditions for residential and business customers. If there are any inconsistencies between the two, the Plan special terms will prevail.
3. We reserve the right to cancel the Plan early if you are in breach of any of our terms and conditions.

## When will the Plan start and end?

4. The Plan will apply from the date we process your application or at a date notified to you by us and will continue until 30 November 2020.
5. When the Plan ends, your plan will change to our Business Freedom Plan or our closest equivalent plan available at that time, or to another plan offered by us and accepted by you.
6. The Plan will end if you move to another premises.

## Under what circumstances could my pricing change?

7. We will not adjust your price due to changes in the wholesale cost of energy or the cost of providing our retail services (such as metering, billing and customer care). However, the rates on your bill are comprised of other factors which are subject to change as outlined in clauses 8 and 9 below.
8. We may adjust your price:
  - a. to pass on to you any other cost to us as a result of new regulation, government-imposed tax, levy, assessment, duty, charge or withholding on natural gas or electricity, or on this Agreement; and
  - b. to pass on to you any increase in cost to us from your network company. Any increase will be adjusted to account for a 14% prompt payment discount and rounded. For the avoidance of doubt, this common adjustment value applies to all customers on the Plan and does not affect the prompt payment discount that you are entitled to; and
  - c. if for any reason, the information that we relied on to set the price for you under the Plan is incorrect or changes. For example, if the meter set-up referred to on your

current retailer's bill differs to your actual set-up, or if the price category is changed by your network company. If this occurs and you no longer wish to take up or continue with the Plan, we may waive any applicable early termination fee.

9. These terms do not affect our additional service fees, which may change from time to time in accordance with our General terms and conditions for residential and business customers.

## What happens if I breach the agreement by switching?

10. If you breach the agreement with us by switching to another retailer before the end of the Plan, an early termination fee per installation control point (ICP) will apply:
  - a. for non-account managed customers, this will be \$350; or
  - b. for account managed customers, this will be an automated minimum charge of \$350 plus a further amount of additional damages calculated on a case-by-case basis.
11. You cannot change to one of our other plans before the end of the Plan, unless at our discretion we agree it is reasonable to allow you to do so.

## How do I qualify for the Plan benefits?

13. The prompt payment discount that you are eligible for and the amount of that discount is set out in your confirmation letter.
14. To qualify for the prompt payment discount, you need to pay your bill in full and on time.

## When might this Plan not be available?

15. The Plan is not available for unmetered contracts, contracts that are jointly or collectively invoiced or in conjunction with any other offer from us. For the avoidance of doubt, the Plan is not available for any LPG supply.

