



# SUMMARY OF RIGHTS AND OBLIGATIONS

Y.E.S. ENERGY (SA) 2019

*This document 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 below.*

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## **Marketing**

When marketing to you we have a number of obligations. These include requirements under the Energy Law, The *Telecommunications Act 1997*, the *Do Not Call Register Act 2006* and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010*.

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 product's benefits or imply an association or endorsement with any third party.

- Ensure that we provide all required information to you before you enter into a contract with us (or as soon as practicable after the formation of the contract) including:
  - (a) 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;
  - (b) the commencement date and duration of the contract you have entered into, the availability of extensions, and the termination of the contract if you move out during the term of the contract;
  - (c) if any requirement is to be 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;
  - (d) the rights that you have to withdraw from the contract during the cooling off period; and
  - (e) Your right to complain to us in respect of any energy marketing activity of the retail marketer conducted on behalf of us and, if the complaint is not satisfactorily resolved by us, your right to complain to the energy ombudsman.
  
- Not market to you at all 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:
  - 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.
- 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 the contract;
  - 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.

## 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.

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.

## 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 have a record of the consent;
- We (including our marketing representatives) must have clearly, fully and adequately disclosed all matters relevant, including each specific purpose or use of the Consent you provided; and
- 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 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 notify you that:

- The transfer did not occur; and
- The reason for the delay; and
- The new expected date of completion of the transfer.

If you have any issue with the circumstances surrounding your transfer to us, 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 do not have the required record, we must void your contract with us and not charge you for energy consumed;
- You may then be liable to your original retailer for energy consumer 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.

## 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 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:
  - a) the amount we both agree is not in dispute, or
  - b) your average bill (not including any in dispute) over the last 12 months.
- Conduct a meter check or test upon request;
- Adjust your bill if it is found to be incorrect;
- If you have been undercharged because of any error by us, 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 we will inform you within 10 days and pay that amount in accordance with your directions or if the amount is \$50 or less we will credit that amount to your next bill. **Note:** If you live in Queensland and you have been

overcharged we will inform you within 10 business days and pay that amount in accordance with your directions within 20 business days.

## 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 complaints 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;
- Not commence any proceedings for the recovery of the debt during the period of any payment plan which is being complied with;
- Ensure that you have a range of methods of payment available including: payment in person, by telephone, by mail, by direct debit, by electronic funds transfer, and Centrepay;
- If we enter into a direct debit agreement, with your Explicit Informed Consent, we will ensure the agreement covers the amount, initial date and frequency of the direct debits. We will then confirm in writing your right to cancel the agreement and our obligation to cancel the agreement. We immediately cancel a direct debit agreement on your request; and
- Upon request, in this Statement and on our website, we will provide you with information about the availability of government funded energy charge rebate, concession or relief schemes.

## Timeframes for connection and reconnection

Subject to the actions and timeframes of your distributor, we will connect supply to an existing premises within 24 hours.

If we have disconnected your premises for any reason other than at the request of your distributor, we will reconnect the premises within the above timeframes, if you have, within 10 working days of the disconnection:

- fixed the matter leading to the disconnection,
- made a request for reconnection, or
- paid any relevant additional charges.

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

## Timeframes for Metering Installation

There are several situations where a new meter may need to be installed on your property:

- Your premises are a new build where we are installing an electricity connection for the first time (a new connection);
- Where your meter has malfunctioned in some way (a malfunction); or
- You wish to update to one of our plans that requires installation of a new meter (meter exchange).

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.

### New Connection



When your premises include a new connection, we will seek to agree with you on a timeframe for installation. Where we cannot agree on a timeframe, we will generally have six business days from being informed that your premises are connected to install the meter.

There are some circumstances where this timeframe will not apply for a new connection, including:

- if you haven't provided the information we need from you in order to install the meter;
- where we cannot safely access the site for installing your meter;
- the site is not yet ready for meter installation as all the work required to do so is not yet complete;
- turning off the power at your premises for installation will impact the electricity supply of other premises.

The timeframes will only begin when these matters have been corrected.

### Malfunction

If you believe your meter has malfunctioned in some way, please inform us and we will ensure that the individual responsible for this, the Metering Coordinator, is informed. In this case, generally, your meter will be replaced within 15 business days (there are some exceptions to this timeframe).

### Meter Exchange

If you wish to update to one of our plans which requires a new meter to be installed, we will inform you that a new meter is required. Two types of meter exchange may occur: a 'simple meter exchange' and a 'complex meter exchange'. In a simple meter exchange, the most common type of meter replacement, there is no need to make any other alterations to your electricity connection. In these cases, we will seek to agree with you on a timeline for installation of the meter. If you do not agree, we will generally have six business days to

replace your meter. There are some circumstances where this timeframe will not apply for a simple meter exchange, including:

- if you haven't provided the information we need from you in order to install the meter;
- where we cannot safely access the site for installing your meter;
- the site is not yet ready for meter installation as all the work required to do so is not yet complete;
- turning off the power at your premises for installation will impact the electricity supply of other premises;
- you've entered into an aggregated agreement with us that says the timeframes don't apply.

In a 'complex meter exchange,' we need to make changes to your connection which also require the help of the company responsible for your local electricity lines (the 'distributor'). These cases include an alteration to your connection as well as the replacement of a meter. This can happen, for example, where you have brought an appliance that needs three phase electricity supply and your connection needs to be upgraded to allow for this. In these cases, we will seek to agree with you and the distributor on a timeline for installation of the meter. If we are unable to agree, generally that installation must be completed within 15 business days (there are some exceptions to this).

- if you haven't provided the information we need from you in order to install the meter;
- where we cannot safely access the site for installing your meter;
- the site is not yet ready for meter installation as all the work required to do so is not yet complete;
- turning off the power at your premises for installation will impact the electricity supply of other premises;
- you've entered into an aggregated agreement with us that says the timeframes don't apply.

Note, these timeframes do not apply when we, as your retailer, have initiated the deployment of new meters.

## **Customers experiencing Hardship and or payment difficulties**

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

- Notify you of the existence of our Customer Payment Difficulty Framework Policy as soon as you or we identify that you are in hardship;
- Provide you with a copy of our Customer Payment Difficulty Framework Policy at no cost;
- Put a hold on any external collections or debt recovery action;
- Follow our Customer Payment Difficulty Framework Policy in managing your account;
- Waive any late payment fees applied on your account;
- Not charge you a security deposit;
- Work with you and any financial counsellors or other advisors assisting you to manage your account effectively and reduce your energy use; and
- Transfer you, without cost, to an alternative customer retail contract where appropriate.

If appropriate, we may establish a payment plan for you to assist you with making payments.

The plan must take in to account:

- Your capacity to pay;
- Any arrears owing;
- Your expected energy consumption needs for the next 12 months; and

- Include an offer for you to pay for your energy consumption in advance or in arrears by instalment payments.

If we enter in to a payment plan with you, we must inform you of:

- The duration of the plan;
- The amount, frequency and due date of each instalment;
- If you are in arrears, the number of instalments to pay the arrears; and
- If you are paying in advance, the basis for the payments.

## Lodging a complaint

You may lodge a complaint by contacting us by any means and at any time. You may lodge a complaint about any aspect of our service.

Our Standard Complaints and Dispute Resolutions Procedure is available on our website at [www.yesenergy.net.au/complaints](http://www.yesenergy.net.au/complaints)

When dealing with a complaint we agree to:

- Treat you with respect;
- Take your complaint seriously;
- Accept complaints lodged on our website, in person, by telephone, facsimile, email or letter;
- Acknowledge any complaint received within 48 hours;
- Begin an investigation into the reasons for your complaint within 24 hours of acknowledgment;
- Keep you updated as the investigation into your complaint progresses;
- Not de-energise your premises during the complaint process if the complaint relates directly to the reason for de-energisation;

- Notify you of the outcome of our investigation and any proposal we have for resolution as soon as possible; and
- Provide you with the option of an internal review of your complaint if you are unsatisfied with the outcome of the original investigation or resolution proposed.

You may contact us using the details provided below. If you are not satisfied with our response to your complaint you may contact the energy ombudsman in your state.

If you are not happy with the outcome of your complaint you have the right to refer the complaint or dispute to the energy ombudsman in your state or territory.

## Our contact details

You may contact us to complain or enquire about your account using the following contact details:

Our contact details:

**Address:** Lot 41 Sturt Hwy, Paringa SA 5340.

**Email:** [complaints@yesenergy.net.au](mailto:complaints@yesenergy.net.au)

## Contact details for the Energy Ombudsman Schemes

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 satisfied with our response or investigation into your complaint you may contact the Energy Ombudsman in your state.

**Energy and Water Ombudsman South Australia**

Phone: 1800 665 565

Website: <https://ewosa.com.au/submit-a-complaint>

GPO Box 2947

Adelaide SA 5001