



# ENSA

## ENSA Standard Terms and Conditions

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## **1. Contract Terms**

Under the contract agreement both The Customer and The Service Provider hereby agree to the following terms and conditions.

## **2. Commencement of the Agreement**

This agreement commences on the date ENSA Pty Ltd, as The Service Provider, accepts your application for services you have selected. You agree to enter into this contract or are deemed to have a contract with us upon receipt of the supply of services from us. ENSA will not deny the rights or access of any applicant to select any Service Provider of their choice.

The services provided are as per the application form.

### **2.1 Start of Supply**

ENSA will start supplying the services requested to the property on the date requested by The Customer and in accordance with service provisioning time lines as agreed with ENSA.

## **3. Calculating Supply & Service Usage**

All Usage is recorded and monitored. ENSA will calculate the quantities of usage for each billing period by:

- a) reading, or arranging for the reading of, the relevant meters at each supply point; for electricity, gas, and water (whichever are relevant) and or
- b) reviewing server records to determine the amount of data downloaded and or the amount of voice data transmitted.

## **4. Metering for Electricity**

To maintain the guaranteed supply of Electricity service, The Customer is required to follow all the instructions of ENSA outlined below:

### **4.1 Access to Meters**

The Customer is required to give authorised person's safe access to the meters and supply points at all reasonable times, for the purposes of obtaining a reading of the relevant meter.

### **4.2 Meter Estimations**

ENSA at all times use our best endeavours to provide a bill based on actual meter readings and recorded data. If we are unable to obtain a valid data reading for whatever reason, we may elect to issue an estimated reading. Notice of an estimated read will be displayed on The Customer's bill.

### **4.3 Additional Readings and Request**

The Customer may request that ENSA:

- a) obtain additional readings to confirm and validate the usage recorded.
- b) test the meter where The Customer believes that the meter is not measuring correctly.
- c) arrange for Installation of new or replacement meters where the meter is deemed to be faulty. Where a meter is not faulty and The Customer requests replacement, any fees or costs incurred by ENSA will be payable by The Customer.



## **5. Billing**

Each billing period ENSA will issue an invoice to The Customer by email to the email address supplied on the application form, unless advised of an alternate billing address. Bills issued by post will attract a fee as detailed in the fees and charges summary.

### **5.1 Details of the Bill**

Each invoice will list the services supplied, the usage and the charges payable by The Customer for that billing period. The services provided may have different billing periods. Our standard payment terms are 14 days from the invoice issue date.

### **5.2 Payment Methods**

Multiple payment methods are available; these are outlined on the back of each invoice.

## **6. Supply & Service Payments**

The Customer is liable for all calculated usage charges, supply charges and any other service charges that the relevant codes or guidelines allow ENSA to charge The Customer for services provided to the premise. These fees will all be outlined on the initial supply application.

### **6.1 Additional Retail Charges**

Additional retail service charges include but are not limited to:

- a) establishment fees,
- b) service order fees (if extra meter reads/works are requested by occupier);
- c) re-connection or disconnection charges.

### **6.2 GST**

All charges specified on the Bill will include GST, or will have GST applied at the current applicable levels. The total amount including GST is payable by the due date specified on the bill.

## **7. Fees & Charges**

The Customer is responsible for the payment of any other fees incurred under this agreement in addition to the Supply and Service payments outlined in section 6 of the terms and conditions. This MAY include late payment fees or dishonor fees; these are outlined in the fees and charges summary.

### **7.1 Tariff charges and rates for Electricity**

Tariff charges for electricity will vary and are defined by the network classification of the site (residential or small business) and the network tariff arrangements. Under the contract terms, changes to your rates may occur if; the information utilised to set rates is incorrect, a new meter type is installed at your premises OR your distributor alters the network tariff associated with your meter. We may also change your rates & charges, or apply new charges to reflect actual or anticipated changes to the following costs: Wholesale costs, Network costs, Environmental costs, Market costs, Metering costs, Pass through charges, Cost arising from changes under any law, and any other costs incurred in association with the purchase or sale of energy.

Rates and charges may also be changed, and new charges be applied for any other reason. As a minimum, we will provide written notice of changes to your rates or other charges in a message on your bill which you will receive after the effective date of the change.

### **7.2 Telecoms & ISP Charges**

Telecom charges for residential customers will be calculated in accordance with the service package applicable to residential location or, if a business customer, the service package selected by business customer. Internet packages are offered as flat rate plans with specified limits of included data. Usage recorded beyond the specified limit will be subject to the additional charges outlined in the service package.



### **7.3 Concessions**

Where a customer is eligible for a Government concession and where sufficient information has been provided to validate The Customer's eligibility; any rebates will be applied by the respective party from whom The Customer is eligible to receive the concession.

### **8. Disputes & Complaints**

If a dispute arises between The Customer and service provider during the term of this agreement; both parties are required to resolve the dispute through negotiation and in accordance with the Complaints Handling and Dispute Resolution Procedure.

#### **8.1 Lodging a Dispute or Complaint**

Disputes can also be lodged over the phone or by writing to ENSA at the address displayed on each invoice. In some instances, matters may require further investigation or referral to a third party; in this case and in the case that we are not able to resolve the matter within the time frames outlined in the Complaints Handling and Dispute Resolution Procedure, The Customer will be advised. A dispute relating to specific amounts on an invoice does not negate the requirement for any undisputed outstanding amounts to be paid in full by the due date.

#### **8.2 Referrals**

Where ENSA is unable to resolve the complaint or dispute through negotiation, The Customer may take the complaint to either the Ombudsman or the Small Claims tribunal (where the retailer is an Embedded Network)

### **9. Suspension of Service**

In the event that The Customer has failed to pay their invoice and where we have complied with all the relevant Regulatory Requirements and obligations, we may Suspend the Supply of Services provided to your Supply Address.

#### **9.1 Suspension of Services**

Suspension of electricity, telephone, Internet and Gas may occur in the case of:

- a) failure to pay outstanding amounts by the due date; where we have provided reminders and warnings in accordance with the relevant codes;
- b) acts or omissions by you which prevents safe access to your meter as outlined in clause 4 of this agreement.
- c) a breach by you of any of the terms and conditions stipulated in this agreement

#### **9.2 Payment Arrangements**

Suspension or restriction of supply & services for failure to pay by the due date; will not occur in the event that:

- a) the Customer has contacted ENSA with reasons for delay of payment and
- b) has agreed to enter into a payment plan. The limit and frequency of payment plans is negotiated.

#### **9.3 Action**

- a) Suspension or restriction of supply will not prevent or limit any other action that we may be entitled to take regarding any breach by you of this agreement.
- b) This action will include, but not be limited to;
  - use of a Mercantile Agent to collect outstanding funds. Note all costs incurred in collection of debt more than 30 days old will be passed on the tenant.
  - listing you on the TRA (Tenancy Reference Association) Database.

### **10. Reconnection**



### **10.1 Electricity Reconnection**

If your Electricity services have been suspended, we will arrange for reconnection where the following conditions are met:

- a) all outstanding debts relating to the suspension have been paid OR
- b) a payment arrangement has been agreed by both parties AND
- c) any reconnection fees are paid or included in the payment plan.

Reconnection requests made before 3pm will be actioned on that day at the standard re-connection fee. Requests received after 3pm for same day reconnection will incur an afterhours reconnection fee. (Refer to the fees and charges summary.

### **10.2 Telecom & Data Services Reconnection**

If your Telecom and or Data services have been suspended we will arrange for reconnection where the following conditions are met:

- a) all outstanding debts relating to the suspension have been paid OR
- b) a payment arrangement has been agreed by both parties
- c) any reconnection fees are paid or included in the payment plan.

## **11. Termination of the Agreement**

This agreement will terminate in the event that one of the following occur:

- a) the end of the notice period (commencing on receipt of The Customers notice of their intent to cancel) is reached AND all outstanding debts have been paid.
- b) 29 business days after the invoice due date has elapsed where an outstanding debt has not been resolved and services are suspended.
- c) the agreed end date or expiry date of this agreement has been reached.
- d) a new customer has taken responsibility of supply and services for the premise. (A Copy of the Lease agreement must be provided to ENSA.)
- e) a date agreed by both parties is reached

### **11.1 Effective Date**

The termination date will take effective once the service supply has been disconnected.



## 12. Force Majeure

In the occurrence of a force majeure event, the obligations outlined under this agreement are suspended to the extent which they are affected by the force majeure event. This excludes the obligation to pay for services rendered.

Neither party will be required to expend unreasonable sums to rectify any force majeure event so that it may meet its obligations under this Agreement.

## 13. Liability

ENSA will not be liable for failure to supply energy, voice and or data services if the failure is due to one of the following:

- events beyond the ENSA's control or
- any loss or damage to equipment which may impact the supply or services provided

Our liability to you for any breach by us of this contract is limited to the maximum extent permitted under the relevant laws and regulations.

If we breach this contract we will, at our option, supply to you the equivalent supply and/or services promised or will pay the cost of having the equivalent electricity and/or services supplied to you.

You must indemnify us for any breach by you of this contract or your negligence to the maximum amount which we are entitled to be compensated under the relevant legislation or regulations.

## 14. Privacy

We will collect personal information from you for the purposes of supplying the services outlined in your Offer and any other services provided under this agreement.

We will use and may disclose information collected in accordance with our privacy policy and the Privacy Act 1988 (C'wlth)

We may provide collected information to a third party contracted by us to provide a service or activity on our behalf; these third parties will have signed confidentiality agreements with us.

You can request to update and amend any of the personal information we hold about you at any time by contacting your service provider. The Customer will be fully identified before any updates are made.

By accepting this agreement, you consent to us collecting, using and disclosing your information as set out in this Agreement.

## 15. Faults & Emergencies

If you experience any service failure, you can contact ENSA or the faults and emergencies contacts displayed on the invoice.



## 16. Word Definitions

**Agreement** has the meaning given in clause 2

**Billing period** means the period for which the Retailer issues an invoice for the utility services provided to The Customer under this Agreement.

**Business customer** means a customer who is not a small residential customer.

**Charges** means charges, fees and other amounts payable by you as set out in these General Terms, the Offer, Fee Schedule, or any applicable Ancillary Product terms and conditions.

**Commencement of Agreement** has the meaning given in clause 2.

**Concession** means a rebate or grant including, but without limitation, i.e. Winter Energy Concession, Life Support etc

**Contract** means the rights and responsibilities in agreement between The Customer and service provider.

**Consumption** means for the properties (other than properties with unmetered supply points) in respect of any period, the actual consumption of Utility services by The Customer at those properties in aggregate during that period.

**Customer** means the person or persons named in the Details as “Customer” (and includes their successors).

**Data Services** means in-bound and out-bound data services, which are to be provided using a server owned in whole, or in part, by us or by Our Related Body Corporate or a contracted third party..

**Distributor** means a person (or company) licensed to Supply services and who owns and operates a Distribution System.

**End date** is the date the Retailer expects to stop supplying services to The Customer at a property under this Agreement, which date is included in the relevant Schedule.

**Force majeure** means a circumstance which is beyond the reasonable control of the party claiming relief from its obligations under this Agreement. These circumstances may include, but are not limited to, Acts of God, fire, flood, war, civil insurrection, embargo, all forms of industrial action, government action, and a network failure, a failure in software or equipment, or compliance in good faith with any law, regulation or direction by any federal, state or local government having jurisdiction over the party concerned.

**GST** means a goods and services tax or similar tax.

**Internet** means access to internet.

**Meter** means an instrument that measures the quantity of usage passing through it and includes associated equipment attached to the instrument to control to regulate the flow of usage.



**Offer** means the Application Form, Offer Letter or other offer document provided to you (including our written confirmation of any oral offer that you accepted).

**Ombudsman** means the Energy Ombudsman scheme operating in the State where your supply address is located

**Product Campaign** means the pricing schedule that sets out the tariff or tariffs and Additional Terms and Conditions that may apply to The Customer

**Reading** means a physical inspection of a Meter, or the processed data received from an interval Meter, which indicates at a point in time the quantity of Energy that has passed through the Meter.

**Regulatory Requirements** means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, license conditions, codes, guidelines or standards applicable from time to time in the State in which the Supply Address is located.

**Service Provider** means the business which sells services to the consumer.

**Small Residential Customer** means a Small Customer who uses Energy for personal, householder domestic use at the Supply Address.

**Special Meter Reading** means any Meter Reading obtained on a day other than the Next Scheduled read date.

**Supply** means the delivery of a service by a Distributor to a supply point, and the provision of any related services.

**Supply Address** means the address, at which you use the services supplied under this Agreement,

**Supply Point** where there is more than one connection point to the Distribution System at a supply address, this is referred to as a supply point.

**Tariff** means the Charges and rates payable under our Retail Agreement

**Term** means the period of time set out in the Agreement for which we will sell and arrange Supply of Energy and other services to you under this Plan, which starts on the Supply Commencement Date and ends on the End Date

**Telephone** means the provision of access to the telephone network and can include a telephone handset if the application form indicates that a handset is required.

**Third Party Provider** means a party or parties engaged from time to time to provide certain telecommunications and other services to us on such terms and conditions as may be agreed from time to time between us and the party or parties providing such services. I.e. debt collection agencies

**Utilities** mean the basic service such as electricity, gas, water or the company that provides it.

**Voice Services** means in-bound and out-bound voice telecommunications services which are to be provided using equipment and facilities owned, in whole or in part, by us, a Related Body Corporate or a contracted third party, together with any other equipment specified by ENSA.



## 17. Fees and Charges Summary

The below fees and charges may apply:

**Usage Charges** – Charges for electricity consumption at your property.

**Daily Supply Charge** – This is the amount that you pay to be connected to the electricity grid. The Daily Supply Charge is not based on how much energy you use.

**Monthly Recurring Service Fee** – Some ENSA services may be charged at a standard monthly fee that will be applied to your account. Pro-rata amounts will apply when customer moves in or out mid-month.

**Connection Fee** – A Connection Fee may apply when connecting a service with ENSA.

**Disconnection Fee** - A Disconnection Fee may apply when connecting a service with ENSA.

**Reconnection Fee** – A Reconnection Fee may apply when if a service needs to be reconnected after disconnection, at any time.

**Site Visit Fee** – Should you require assistance from an ENSA technician, staff member or contractor, a Site Visit Fee may be charged.

**Direct Debit Dishonour Fee** – This will be charged if a Direct Debit payment for your account dishonours at any time. This will be charged on your next ENSA invoice.

**Late Payment Fee** – A late payment may be charged on your account for any payments made past the due by date. This will be charged on your next ENSA invoice.

**GST** - Goods and Services Tax will be applied at the current rate.

