Terms and Conditions (All States)

July 2026

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1 The Parties

This Agreement is between:

Online Power and Gas Pty Ltd ABN 95 164 285 634 (Trading as Future X Power Pty Ltd) who sells Energy to you under the name Beat Energy™ at your Premises (in this Agreement referred to as "we", "our" or "us"); and You, the Small Customer who has accepted our offer to sell Energy (in this contract referred to as "you" or "your").

Beat Energy refers to Beat Energy Pty Ltd; (ABN 16 642 520 198).

1 About this agreement

1.1 If more than one Premises is specified in your Energy Plan, then we have multiple separate energy retail agreements with you, one agreement for each Premises.

1.2 You acknowledge that you are choosing us as your energy retailer and you give your explicit informed consent to:

(a) Enter into this Agreement with us; and
(b) If we are not already the retailer for your Supply Address, your Supply Address being transferred to us.

1.1 You agree that on each day during this Agreement you:

(a) are not participating in another energy retailer offer or program.
(b) occupy the premises at which the Beat Energy equipment hardware (Beatbox) is installed.
(c) have all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities.
(d) will ensure the hardware (Solar inverter, solar panels, Beatbox®, Emberpulse® and other associated equipment) is not interfered with at any time.
(e) will have a smart meter installed (either before or as required by Beat Energy on entering this Agreement).
(f) comply with all Rules in relation to the premises at which the System is installed; and
(g) will cooperate with Beat Energy and their service providers in relation to the system and allow Beat Energy and their service providers to install hardware and software upgrades as and when needed.

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1.2 You must not, and must not allow any other person to (unless otherwise authorised in writing by Beat Energy):

(a) to control, move, remove, tamper with, disable, displace or damage any part of the System; or

(b) provide you with any services similar to or the same as the services under this Agreement in relation to the System[1].

1.3 The solar energy consumption rate will be set by either your landlord and/or Beat Energy. Subject to clause 21.2 the solar energy consumption rate may change from time to time, you will be notified in writing of this change at least 5 business days prior to the change coming into effect.

1.4 There is no solar feed in tariff (FiT) for Beat Energy Tenant Plans.

1.5 In the event solar consumption in a given billing period is not fully accounted for within a billing cycle, Beat Energy will charge for unaccounted solar energy consumption in the next billing cycle, ensuring you are only charged for the solar and grid energy you consume.

1.6 If you choose to switch from Beat Energy as your nominated energy retailer, you will lose access to the solar energy generated by the community solar portfolio and will only have access to grid energy and the associated tariff rates provided by your new energy retailer.

2 When this Agreement applies

2.1 You are a Small Customer, and

2.2 You've accepted one of our offers to supply Energy to you.

3 When this Agreement starts

3.1 This Agreement starts on the Acceptance Date and continues until you or we end it.

3.2 You can accept the offer set out in your Energy Plan by:

(a) signing the offer letter or other offer document we provide to you and returning this to us; or

(b) if you accept our offer over the telephone, verbally accepting our offer; or

(c) if you use online sign-up, as specified in the online sign-up process.

[1] System means the Solar PV, Beatbox®, Emberpulse® and smart meter systems operating individually, or aggregated as the system requires.

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3.3 However, energy supply won't start until the Supply Start Date.

3.4 This Agreement is subject to you satisfying any pre-conditions set out in the energy laws, including giving us acceptable identification, your contact details for billing purposes and a successful credit check having been completed before the date the relevant market offer expires.

4 Cooling off

4.1 You have the right to cancel this Agreement during the 10 Business Day cooling off period.

4.2 The cooling off period starts on the later of:

(a) the first Business Day after the Acceptance Date; or
(b) the day on which you receive a copy of this Agreement in accordance with the energy laws, referred to as the "Cooling-Off Period".

4.3 You may cancel this Agreement within the Cooling Off Period by:

(a) notify us by telephone of your intention to cancel; or
(b) complete and post or email to us the cancellation notice provided to you with this Agreement.

4.4 You can cancel this Agreement during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online.

5 Credit

5.1 You agree that we may disclose your personal information to a credit reporting entity for the purposes of:

(a) Obtaining a consumer credit report about you; and/or
(b) Allowing the credit reporting entity to create or maintain a credit information file about you.

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5.2 If the results of your credit check are not satisfactory to us, we will notify you by email and we will not proceed with this Agreement.

5.3 To carry out the credit check we may disclose your personal information to a credit reporting entity. In accordance with the Privacy Act 1988 by entering into this Agreement you agree that we may exchange information about you with other credit providers, including exchanging creditworthiness information.

5.4 At the date of this Agreement, the credit reporting entity we use to collect and assess consumer creditworthiness is Equifax Pty Ltd (www.equifax.com.au).

5.5 If you are a business customer, you consent to a credit check being undertaken on the registered business entity and on the company officers.

6 Start of Supplying Energy

6.1 If you are an existing customer of ours and are not moving premises, The supply of energy to your premises will start on the Acceptance Date.

6.2 If you are an existing customer of ours but are moving premises, the supply of energy to your premises will start on the agreed connection date.

6.3 If you are a new customer of ours, the supply of energy to your premises will start on the date responsibility for the supply of energy at the premises has been transferred to us, which will be the day after your next meter reading.

7 Transferring responsibility for the Premises

7.1 If we are not currently the retailer responsible for the Premises, we will arrange responsibility for the Premises to transfer to us. You agree to us taking all necessary steps to do so and must do anything we reasonably request to affect the transfer, including executing documents.

8 Termination of this Agreement

8.1 You can end this Agreement by:

(a) giving us a notice stating you wish to end this Agreement in which case this Agreement will end on a date advised by us, of which we will give you at least 5 but no more than 20 Business Days' notice; or

(b) by transferring the responsibility for the Energy supply at the Premises to another retailer, in which case this Agreement will end when this transfer is completed; or

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(c) by requesting us to disconnect the Energy supply to the Premises, in which case this Agreement will end 10 Business Days after disconnection; or

(d) by entering into a new agreement with us for the sale of Energy to you at the Premises, in which case this Agreement will end when the new agreement starts.

8.2 This Agreement will also end:

(a) if you start to use Energy at the Premises other than as a Small Customer; or

(b) if the Premises is disconnected other than due to your request and you have not met the requirements for reconnection, in which case this Agreement will end 10 Business Days after the date of disconnection; or

(c) when another person starts being supplied with Energy at the Premises, by us or by another retailer.

8.3 We will continue to be the retailer for the Supply Address until the Supply Address is either disconnected or transferred to another electricity retailer.

9 Vacating the Premises

9.1 If you are vacating the Premises, then, in addition to a notice under clause 8.1(1.1(a), you must provide your forwarding address to us for your final bill for the Premises.

9.2 If you fail to tell us that you are vacating the Premises or you fail to provide access to your meter, we will continue to bill you for Energy used at the Premises until such time as your meter has been read or this Agreement otherwise ends, and you must pay those bills in accordance with this Agreement.

10 Consequences of termination

10.1 When this Agreement ends, you must still make any outstanding payments to us, including all amounts billed for Energy used at the Premises under clause 9.2.

10.2 If this Agreement ends, and you continue to use Energy at the Premises but have not entered into a new agreement with us or transferred responsibility for the Premises to another retailer, then we will continue to sell you Energy at the Premises on the terms of our Standing Offer.

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11 Supply of Energy

11.1 You acknowledge that the Distributor is responsible for the supply of electricity to the Supply Address. You acknowledge that the supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage to your appliances or premises. We are unable to guarantee the quality and security of the supply of electricity.

11.2 The Distributor may disconnect, interrupt or reduce the supply of electricity to the Supply Address. To the extent permitted by law, you agree to release us from any liability for such disconnection, interruption or reduction in the supply of electricity or any variation in the voltage and frequency of the supply.

11.3 Where reasonably possible and in accordance with Energy Law, we or your Distributor will give you prior notice of supply interruptions (though not necessarily in writing).

11.4 If you inform us that supply to the Premises has been interrupted and you want us to notify your Distributor, we will do so as soon as practicable.

12 Security Deposit

12.1 In certain circumstances we may ask you to provide a security deposit, you must pay the security deposit when we ask you to do so. The circumstances we can ask you for a security deposit are governed by the Electricity Laws and the National Energy Retail Rules.

12.2 Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Electricity Laws and the National Energy Retail Rules.

12.3 We may use your security deposit and any interest earned to offset any amount you owe under this Agreement.

13 Concessions

13.1 By entering into this Agreement with us, you authorise us to make enquires of Centrelink, Veterans' Affairs and other agencies to enable us to determine if you qualify for a concession, rebate or service, and you also authorise those agencies to provide the results of those enquiries to us. This authority only remains valid while you are our customer, and you may withdraw it any time by contacting us. If you withdraw your authority and you do not otherwise provide proof of your circumstances, you may be ineligible for concessions we provide.

14 Billing

14.1 We will send you your bill for each Billing Period as soon as possible after the end of the Billing Period, at:

(a) your nominated email address for bills, if you have agreed to the use of electronic communications in this Agreement Details; or
(b) otherwise, your nominated postal address for bills.

14.2 Bills we send to you will be calculated based on:

(a) the amount of Energy used at the Premises during the Billing Period, using information obtained from reading your meter or otherwise an estimation of that use in accordance with Energy Law; and
(b) the Energy prices set out in your Energy Plan, which cover the cost of your Energy and other regular recurrent charges in relation to the supply and sale of Energy to you at the Premises including any such charges payable for services provided by your Distributor.

14.3 Bills will also include:

(a) any other fees and charges provided for under this Agreement, as set out in your Energy Plan;
(b) any other fees or charges we incur responding to your service requests or otherwise in relation to the supply and sale of Energy to you at the Premises, such as special meter read fees and applicable connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your Distributor; and
(c) any other amounts you owe to us under this Agreement, including (without limitation) any undercharged amount.

14.4 We may estimate the amount of Energy used at the Premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent. If we do that to calculate a bill, we will clearly state on the bill that it is based on an estimation and, when your meter is later read, we will adjust your bill for the difference between the estimate and the actual Energy used. If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period during which the meter was not read (if less than 12 months), or otherwise over 12 months. If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

14.5 Our bills will contain the information required by Energy Law.

15 Payment

15.1 You must pay each bill in full by the Due Date, which will be no earlier than 7 Business Days from the date we issue the bill. You can pay your bill by any of the options listed on your bill and, if you are a Residential Customer, using Centrepay.

15.2 If any of your accounts are in credit, we may transfer some or all the credit balance in that account to any of your other accounts which is in debit.

15.3 If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options or, if the Premises is in Victoria, about special entitlements you may have under Energy Law. If the Premises is in another State and you are a Residential Customer and have told us that you have difficulty paying your bill, we will 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 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of electricity in the previous 2 years. Additional protections may be available to you under our hardship policies and under Energy Law. Our hardship policies are available on our website: https://beatenergy.com.au

15.4 Without prejudice to any other rights, we may have under this Agreement or at law, if you do not pay by the Due Date then, to the extent permitted by Energy Law, we may do one or more of the following:

(a) require you to pay a late payment fee, if such a fee is included in your Energy Plan;

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(b) apply any Security Deposit in accordance with clause 12;
(c) disconnect your Energy supply in accordance with clause 24; and
(d) terminate this Agreement under clause 8.

16 Bill smoothing

16.1 Bill smoothing is a payment plan which allows you to make regular monthly payments towards your bills. Your Energy Plan states whether or not bill smoothing applies as a part of this Agreement.

16.2 If bill smoothing applies, then:

(a) Bill smoothing starts from when we start selling you Energy under this Agreement. The first monthly amount you pay under bill smoothing will be credited against the first bill you receive from us after that payment.
(b) Your Energy Plan will state the amount you are to pay monthly. We will agree the monthly amount with you, aiming for it to cover the Energy and supply charges we estimate you will incur over a 12-month period, less any applicable discounts and concessions. In framing that estimate, we will consider all relevant information available to us about your past and likely future use of Energy.
(c) You must pay the monthly amounts on or before the day of the month stated in your Energy Plan. Unless you are paying the monthly amounts by direct debit, we will send you a statement at least 5 Business Days before that day, reminding you to make your payment.
(d) When we send you your next bill, it will set out the amount of your Energy and supply charges. We will credit the monthly amounts you have paid under bill smoothing against these charges. This may leave a credit or debit balance for those charges. If there is a debit balance, you will need to pay that balance to us by the Due Date stated on your bill. If there is a credit balance, we will credit that balance over to your next bill.
(e) Your bill may also include other fees and charges that are not covered by the monthly amounts. You will need to pay these by the Due Date stated on your bill.
(f) We will change the monthly amount under bill smoothing if we believe that, without the change, there will be a material ongoing difference – whether positive or negative – between the monthly amounts paid by you under bill smoothing and the amount of your Energy and supply charges. One reason for this is that we may have varied your change your prices, fees and charges. We will notify you if we change your monthly amount and, if you are paying the monthly amounts by direct debit, you agree to the related change to our direct debit agreement with you. If you want to reduce the monthly amount, please contact us so we can discuss your options.

16.3 You can end your bill smoothing at any time, by calling or writing to us.

16.4 We can cancel bill smoothing; by giving you notice of cancellation, if:

(a) we no longer believe we can make a reasonable estimate of your Energy and supply charges; or
(b) direct debiting your bank account fails on two consecutive attempts; or

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(c) you are late paying other charges not covered by bill smoothing; or
(d) there is a change in any network tariff applicable to you or your Premises and the new tariff is a demand tariff; or
(e) we are no longer offering bill smoothing.

16.5 If bill smoothing is cancelled, this Agreement will continue. You may need to enter into a new direct debit agreement with us though you will always be able to pay your bills using one of the other payment methods detailed in your bills. If your account is in debit when bill smoothing ends, the debit balance will be payable by the Due Date stated on your next bill. If your account is in credit, we will carry the credit balance over to your next bill.

17 Reviewing bills

17.1 If you disagree with an amount, you have been charged, you can ask us to review the bill in accordance with our standard complaints and dispute resolution procedures (see clause 33).

17.2 If your bill is reviewed, you are still required to pay the lesser of:

(a) the portion of the bill that you do not dispute; and
(b) an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute); and
(c) any other bills from us that are due for payment.

17.3 If you ask us to, as part of the review of your bill we will arrange for a check of the meter reading or metering data or for a test of the meter. If the meter is found to be compliant and the metering data proves to be correct, you will be liable for the cost of the check or test.

17.4 If the bill is:

(a) correct, then you must pay the bill; or
(b) incorrect, then we must adjust the bill in accordance with clauses 19 and 20 and you will not be required to pay the cost of any meter test.

17.5 If, after completion of our review of a bill, you are not satisfied with our decision in relation to the review or our action or proposed action under clause 17.4, you may lodge a dispute with the Energy Ombudsman. The Energy Ombudsman's contact details are as follows:

(a) If the Premises are in Victoria:
Energy and Water Ombudsman Victoria
Telephone: 1800 500 509
Email: ewovinfo@ewov.com.au
Address: Reply Paid 469, Melbourne, VIC 8060

(b) if the Premises are in South Australia:
Energy and Water Ombudsman SA

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Telephone: 1800 665 565
Website: http://www.ewosa.com.au
Address: Level 11, 50 Pirie Street, Adelaide SA 5000

(c) if the Premises are in New South Wales:
Energy & Water Ombudsman NSW
Telephone: 1800 246 545
Website: http://www.ewon.com.au
Address: Level 11, 133 Castlereagh Street, Sydney NSW 2000

(d) if the Premises are in the Australian Capital Territory:
ACT Civil and Administrative Tribunal
Telephone: 02 6207 1740
Website: http://www.acat.act.gov.au
Address: Level 4, 1 Moore Street
Canberra ACT 2601

(e) if the Premises are in Queensland:
Energy and Water Ombudsman Queensland
Telephone: 1800 662 837
Website: http://www.ewoq.com.au
Address: Level 16, 53 Albert Street, Brisbane City QLD 4000

(f) if the Premises are in Tasmania:
Energy and Water Ombudsman Tasmania
Telephone: 1800 001 170
Website: http://www.energyombudsman.tas.gov.au
Address: Level 6, 86 Collins Street, Hobart TAS 7000

18 Meters

18.1 You must allow us and our representatives safe and unhindered access to the Premises for the purposes of reading, testing, maintaining, inspecting or altering the meter at the Premises as well as calculating or measuring Energy supplied to the Premises, checking the accuracy of metering data and replacing the meter.

18.2 If we seek access for any of the reasons mentioned in clause 18.1, or our representatives do, we or they will comply with all relevant requirements under Energy Law and will carry or wear identification and show it to you on request.

18.3 If you fail to allow meter access and we bill you based on an estimate of your Energy use; we may charge you a special meter read fee as set out in your Energy Plan if you ask us to bill you based on your actual use.

18.4 We will use our best endeavours to ensure that meter readings are carried out as frequently as is needed to prepare your bills, consistently with Energy Law and in any event at least once every 12 months.

18.5 You agree that, if we want to deploy a new meter at the Premises, we can do that and that you have no right to opt out.

19 Undercharging

19.1 If we have undercharged you, we may recover the undercharged amount from you.

19.2 If we recover an undercharged amount from you:

(a) we will not charge interest on the undercharged amount; and
(b) we will offer you time to pay the undercharged amount in instalments over the same period during which you were undercharged (if less than 12 months), or otherwise over 12 months.

19.3 The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

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20 Overcharging

20.1 Where you have been overcharged by an amount less than the overcharge threshold under Energy Law, as applicable from time to time, we must credit that amount to your next bill after we become aware of the overcharging.

20.2 Where you have been overcharged by an amount equal to or more than the overcharge threshold under Energy Law, we must:

(a) inform you within 10 Business Days of our becoming aware of the overcharge; and

(b) repay the overcharge by crediting the relevant amount to your next bill, or otherwise as you reasonably request.

20.3 If you have stopped buying Energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 Business Days.

20.4 No interest is payable on an amount overcharged.

21 Tariff and Charges

21.1 Our tariffs and charges for the sale of energy to you under this Agreement are set out in your Energy Plan Details. You agree to pay these tariffs and charges.

21.2 From 1 July 2026, the energy laws restrict the timing of any price increases. This means variable-rate price increases may be adjusted no more than once per year. If your variable rates increase, we will give you at least 5 business days' advance notice before the change takes effect.

21.3 Subject to clause 21.2 and where permitted by the energy laws, we may vary the tariffs and charges set out in your Energy Plan Details, or introduce new tariffs and charges, to reflect any increase in our direct or indirect costs or to allow us to fully recover our direct or indirect costs relating to any one or more of the following:

(a) us purchasing energy for sale to you, including managing or minimising our price risk; or

(b) other costs that we incur to sell energy to you at the premises, including in relation to networks, metering, energy market participation, our liability under environmental schemes, loss factors; and

(c) the imposition of a new law, regulatory requirement or Tax, a change to a law, regulatory requirement or Tax, a change to the interpretation of a law or regulatory requirement or a change to the basis for imposing or calculating any Tax.

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21.4 Subject to clause 21.2 and where permitted by the energy laws, we may also vary the tariffs and charges set out in your Energy Plan Details, or introduce new tariffs and charges, for any reason other than those set out in clause 21.3((a).

21.5 We'll give you notice of any variations to tariffs and charges that affect you:

(a) when required under the energy laws, at least 5 business days before the variation applies; or

(b) otherwise, as required or permitted by the energy laws, as soon as practicable and in any event no later than your next bill.

21.6 If:

(a) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 21.3 and your total bill on the new tariffs and charges (calculated in accordance with clause 21.7(1.1(a) is higher than it would be under our standard retail contract (calculated in accordance with clause 21.7(1.1(b); or

(b) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 21.4, and you notify us that you wish to end this Contract in accordance with clause 8.1((a) within 20 business days after the date that you receive our notice of variation, then:

(c) this Contract will end in accordance with clause 8.1; and

(d) we'll waive any exit fee that would otherwise apply.

21.7 For the purposes of the comparison under clause 21.6((a):

(a) your total bill on the new tariffs and charges will be calculated by reference to the amount of energy used during your most recent full billing cycle and the new or varied tariffs and charges, applying any Benefits which could apply to your bill as if you've met the relevant eligibility criteria for that Benefit; and

(b) your total bill under our standard retail contract will be calculated by reference to the same amount of energy as in 21.7((a) and our standing offer prices as at the date the variation is effective.

22 GST

22.1 Amounts specified in your Energy Plan and other amounts payable under this Agreement are inclusive of GST.

23 Your obligations

23.1 Title and risk in the Energy sold to you under this Agreement will pass to you at the point of connection with the Premises.

23.2 You must always comply with Energy Law.

23.3 You must:

(a) ensure your name and contact details (including your nominated addresses for notices and bills) and the details of the Premises are correct in this Agreement Details.

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(b) ensure any other information you give us is correct and not false, misleading or deceptive; and

(c) notify us as soon as possible if:

i information you have provided to us changes, including if your billing address changes or if your use of Energy changes (for example, if you start running a business at the Premises); or

ii you are aware of any change that materially affects access to your meter.

23.4 You must not, and must take reasonable steps to ensure others do not:

(a) illegally use Energy supplied to the Premises.

(b) interfere or allow interference with any electrical equipment that is at the Premises except as may be permitted by law.

(c) use the Energy supplied to the Premises or any electrical equipment in a manner that:

iii unreasonably interferes with the connection or supply of Energy to another customer; or

iv causes damage or interference to any third party.

(d) allow Energy purchased from us to be used otherwise than in accordance with this Agreement and Energy Law; or

(e) tamper with, or permit tampering with, any meters or associated equipment.

23.5 You must ensure that any work on your Energy installation and appliances is done by accredited electricians and registered plumbers.

24 Disconnection

24.1 We will comply with the terms, conditions and procedures set out in Energy Law when disconnecting the supply of Energy to the Premises. Without limitation, before disconnecting the Premises, we must comply with relevant warning notice requirements, and if the disconnection is because we do not have safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to the Premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of Energy at the Premises or where there is an Emergency or public health or safety issue).

24.2 We may arrange for disconnection in the following circumstances, subject to Energy Law:

(a) if you ask us to.

(b) if you are a Residential Customer, you do not pay your bill by the Due Date and, if the Premises are not in Victoria, you do not agree to an offer to pay the bill by instalments or, having so agreed, you fail to comply with the instalment arrangement.

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(c) if you are a Victorian Residential Customer anticipating or facing payment difficulties and receiving assistance from us, you fail to make a payment or otherwise do not adhere to the terms of that assistance.
(d) if you are a Business Customer, you do not pay your bill by the Due Date or you fail to comply with the terms of an agreed payment plan.
(e) if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Premises.
(f) if you fail to give us safe and unhindered access to the Premises as required by clause 18.1 or any requirements under Energy Law.
(g) if you refuse to provide a Security Deposit or acceptable identification, we are entitled to require from you.
(h) if you use Energy at the Premises fraudulently, or intentionally use it contrary to Energy Laws; or
(i) we are otherwise entitled or required to do so under Energy Law.

25 Restrictions on Disconnection

25.1 We will not arrange Disconnection otherwise than in accordance with the Regulatory Requirements. In particular we will not arrange Disconnection of Energy:

(a) while an application you have made for any available government rebate or grant, or instalment plan we offer, has not been determined;
(b) while any complaint you have made to us or an ombudsman (or other external dispute resolution body) that directly relates to the reason for Disconnection remains unresolved;
(c) if you are a Small Residential Customer, for non-payment of a bill or non-adherence to the terms of any payment plan, unless we have made available any payment assistance required under Regulatory Requirements;
(d) on a Friday, Saturday or Sunday;
(e) on a day prior to or on a public holiday;
(f) during the period 20 December to 31 December inclusive ('Protected Period'), in any year;
(g) on any day other than a day in the Protected Period before 8am or after 3pm, unless you are a Small Residential Customer and your premises is located in Victoria, in which case on any day other than a day in the Protected Period your premises may not be disconnected before 8am or after 2pm; or
(h) while any Registered Life Support Equipment at the Supply Address remains registered with us or your Distributor.

26 Reconnection after disconnection

26.1 We must arrange the reconnection of the Premises if, within 10 Business Days of the Premises being disconnected:

(a) you ask us to arrange for reconnection.
(b) you rectify the matter that led to the disconnection; and
(c) if we are permitted by Energy Law to impose a reconnection charge and request you to pay it, you pay that reconnection charge.

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26.2 If you do not meet the requirements in clause 27.1within 10 Business Days following disconnection, this Agreement will terminate automatically in accordance with clause 8.2((b)

27 Life support equipment

27.1 If a person living or intending to live at the Premises requires life support equipment, you must advise us that that is the case and register the Premises with us or your Distributor. To register, you will need to give us a written medical confirmation form from a registered medical practitioner that a person residing or intending to reside at the Premises requires life support equipment. Subject to Energy Law, the Premises may cease to be registered as having life support equipment if no medical confirmation is provided.

27.2 You must tell us or your Distributor if the life support equipment is no longer required at the Premises.

27.3 If you tell us that a person living or intending to live at the Premises requires life support equipment, then, subject to and in accordance with Energy Law, we will give you at least 50 Business Days to provide the required medical confirmation for the Premises. We will also give you general advice that there may be interruptions to the supply of electricity to the Premises which are planned by your Distributor or by us or which are unplanned, at least 4 Business Days' notice in writing of any interruption planned by us, information to assist you to prepare a plan of action in case of an unplanned interruption, and an emergency telephone contact number.

28 Force Majeure Events

28.1 If a Force Majeure Event happens, then each party's obligations (other than an obligation to pay money) are suspended to the extent they are affected by the Force Majeure Event.

28.2 The party affected by the Force Majeure Event must:

(a) try to remove, overcome or minimise its effects as soon as possible; and
(b) give the other party prompt notice of its occurrence, and provide any information required by Energy Law.

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28.3 If the effects of a Force Majeure Event are widespread, we may give you prompt notice by making the necessary information available on a 24-hour telephone service. We will try to do this within 30 minutes of becoming aware of the Force Majeure Event or otherwise as soon as practicable.

29 Liability

29.1 Subject to Energy Law:

(a) we are not liable to you for any loss or damage in connection with or arising out of this Agreement, except where we breach this Agreement or are negligent.

(b) you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence; and

(c) you indemnify us and any third party against any liability in connection with or arising out of the use of Energy sold under this Agreement after ownership passes to you.

29.2 Nothing in this clause 29 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

29.3 This Agreement does not affect any limitation of liability or immunity we have under Energy Law.

30 Warranties

30.1 Subject to clause 31.2 and to the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in this Agreement.

30.2 We give you all the warranties, undertakings and guarantees required at law about the condition and suitability of Energy, its quality, fitness for purpose and safety. Our liability for failure to comply with any such warranty, undertaking or guarantee is, to the extent permitted by law, limited (at our option) to:

(a) in the case of goods, the replacement of the goods, the supply of equivalent goods or the payment of the cost of acquiring equivalent goods; and

(b) in the case of a service, to the re-supply of the service or the payment of the cost of having the service supplied again.

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31 Privacy

31.1 We will comply with all applicable privacy laws in relation to the collection, use and disclosure of your Personal Information and Sensitive Information.

31.2 You agree to us collecting relevant Personal Information and Sensitive Information about you contained in or which becomes available to us under this Agreement, and consent to us:

(a) using that information to carry out our rights and obligations under this Agreement; and
(b) disclosing that information to other persons who require it for the purposes of facilitating the supply of Energy and relevant services under this Agreement.

31.3 Our privacy policy is available on our website: https://beatenergy.com.au

32 Notices

32.1 Notices under this Agreement, including bills, must be sent in writing, unless Energy Law otherwise allows.

32.2 A notice sent under this Agreement is taken to have been received:

(a) on the date it is handed to the receiving party, left at the Premises (in your case) or at our registered office (in our case), or successfully faxed (which occurs when the sender receives a transmission report to that effect).
(b) on the date which is 3 Business Days after it is posted: or
(c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and you have agreed to the use of electronic communications, as set out in this Agreement Details.

32.3 Our contact details for you to contact us or send us notices are as set out in our latest bill, or as otherwise notified to you from time to time.

33 Complaints

33.1 If you have a complaint relating to our sale to you of Energy, or this Agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures. We will provide these to you on request, but you can easily find them on our website: http://www.beatenergy.com.au. If you make a complaint, we will respond to your complaint in accordance with our standard complaints and dispute resolution procedures and inform you of the outcome of your complaint and the reasons for our decision. If you are still not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

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34 Inconsistencies

34.1 If these Terms and Conditions are different to or inconsistent with your Energy Plan, the latter prevails.

34.2 If any matter that is required to be included in this Agreement by Energy Law is not expressly dealt with in this Agreement, the relevant Energy Law is incorporated as if it were a term of this Agreement.

34.3 If there is any inconsistency between this Agreement and Energy Law, then this Agreement prevails to the extent of the inconsistency, unless the relevant Energy Law provides that it must prevail.

35 Our obligations

35.1 Some obligations placed on us under this Agreement may be carried out by another person. If an obligation is placed on us to do something under this Agreement, then:

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this Agreement.

36 Amending this Agreement

36.1 Subject to clause 37.2, we must both agree to any amendment to this Agreement.

36.2 To the extent permitted by law, we may amend this Agreement without your agreement:

(a) if we consider it necessary to do so in order to comply with any applicable law or any change in any applicable law; or

(b) if, in our reasonable opinion, the amendment will confer an additional benefit on you, impose an additional obligation on us, or be of neutral impact on you, provided we comply with all applicable laws in making the amendment.

37 Transferring this Agreement

37.1 You may not assign, transfer or novate this Agreement without our prior written consent.

37.2 We may:

(a) assign, transfer or novate this Agreement; and

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(b) transfer you as a customer, to any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party, in which case we will notify you of the assignment, transfer or novation.

38 Governing law and jurisdiction

38.1 If there is one Premises or all Premises are in the same State, this Agreement is governed by the laws in force in that State.

38.2 If there are Premises in more than one State, this Agreement is governed by the laws in force in the State of South Australia. However, legislative and regulatory requirements in another State continue to apply to Premises in that State.

38.3 You submit to the non-exclusive jurisdiction of the courts of the State determined in accordance with clauses 38.1 or 38.2.

39 Definitions

In this Agreement including your Energy Plan:
Acceptance Date means the date you accept our offer to sell you Energy at the Premises as set out in this Agreement Details, in accordance with one of the acceptance methods set out in clause 3.2.

Billing Period means the regular recurrent period for which you receive a bill from us, as set out this Agreement.

Business Customer means a customer who is not a Residential Customer.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Victoria, South Australia, New South Wales, the Australian Capital Territory, Queensland and Tasmania.

Credit Information means credit information or credit eligibility information within the meaning given to those terms in the Privacy Act 1988 (Cth).

Distributor means the person who operates the system that connects the Premises to the distribution system.

Due Date means the date by which you must pay your bill as set out in the bill, or such other date as we agree with you.

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

Energy Ombudsman means the energy ombudsman in the State in which the Premises are located.

Energy means electricity.

Energy Law means national and State-specific laws and rules relating to electricity and the legal instruments made under those laws and rules and for Premises in South Australia, New South Wales, the Australian Capital Territory, Queensland and Tasmania includes the National Energy Retail Law and the National Energy Retail Rules and for Premises in Victoria includes the Electricity Industry Act 2000 (Vic)and the Energy Retail Code.

Energy Plan means the document of that name forming part of this Agreement, as amended or replaced from time to time.

Energy Retail Code means the Energy Retail Code, as amended or replaced from time to time, made by the Essential Services Commission under section 36 of the Electricity Industry Act 2001 (Vic).

Force Majeure Event means an event outside the control of a party.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
National Energy Retail Law means the law of that name and in respect of the Premises means that law as it applies in the State in which the Premises are located.

National Energy Retail Rules means the rules of that name made under the National Energy Retail Law and in respect of the Premises means those rules as they apply in the State in which the Premises are located.

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Premises means each premises (of which there may be more than one) specified as such in this Agreement Details.

Residential Customer means a person who purchases Energy principally for personal, household or domestic use.

Security Deposit means an amount of money or other arrangement to provide security against you not paying a bill.

Sensitive Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Small Customer for a Premises in South Australia, New South Wales, the Australian Capital Territory, Queensland or Tasmania has the meaning given to that term in the National Energy Retail Law and for a Premises in Victoria has the meaning given to that term in the Energy Retail Code.

Standing Offer means the tariffs, terms and conditions that we offer under section 22 of the National Energy Retail Law for Premises in in South Australia, New South Wales, the Australian Capital Territory, Queensland or Tasmania or that we offer under section 35 of the Electricity Industry Act 2000 (Vic) for Premises in Victoria, all of which are published on our website: http://www.beatenergy.com.au.