



Amber

Market Electricity Supply Contract

Amber Electric Pty Ltd
(ABN 98 623 603 805)

www.amber.com.au

Amber Market Electricity Supply Contract

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1. Introduction

- 1.1. This is a contract between you (the customer) and Amber (Amber Electric Pty Ltd ABN 98 623 603 805) solely for the supply and sale of electricity to your Premises. If you are receiving device optimisation services from Amber, these are supplied under separate terms and conditions. Your local Distributor (who own the poles and wires in your area) is responsible for conveying electricity to your Premises through their distribution system – these arrangements are subject to separate terms and conditions available from your Distributor.

- 1.2. Capitalised terms in this contract can be found in the **Glossary**.
- 1.3. This is a market retail contract and it starts from the date you give us your consent to enter into this contract (see section 6 below).
- 1.4. You have the right to cancel this contract at any time during your cooling off period (see section 5 below).
- 1.5. Once the cooling off period is over, you can end this contract by contacting us (see section 6 below).

2. **What is Included in this Contract?**

- 2.1. This contract is made up of 2 parts:
 - 2.1.1. this document, called Amber Electric Market Electricity Supply Contract; and
 - 2.1.2. the [Basic Plan Information Document](#) or [Energy Plan Fact Sheet](#) (in this document called "Detailed Information Sheet") applicable to your Premises, which will be provided to you for the energy plan you've chosen.
- 2.2. In this document, the word "contract" means both these parts taken together.
- 2.3. You should carefully read these documents before agreeing to enter into this contract.
- 2.4. If an element of this document is inconsistent with your Detailed Information Sheet, the Detailed Information Sheet will prevail for that element.

3. **How Does this Contract apply?**

- 3.1. If you are a residential or Small Business Customer (**Small Customer**):
- 3.2. your Distributor will determine if you are a Small Customer. If you think you have been wrongly classified, or if your electricity usage changes significantly, it is important that you contact us to let us know; and
 - 3.2.1. additional regulations apply to you to ensure that you can access electricity supply in a way that provides you additional assurance and protections. If you don't qualify as a Small Customer this contract will still apply but these additional regulatory protections may not be available to you.
- 3.3. If you are a Large Business Customer: clauses 3.1, 6.1.1, 6.10.9.1, 6.10.10, 6.10.13, 6.13, 7.4, 7.6, 7.7.1, 9.9, 10.1.1, 17.1, 17.2.3.1 and 18.3 of this contract do not apply to you.

4. **Your Premises**

- 4.1. This contract applies to your Premises and the address of your Premises will be recorded in our systems with your name and other relevant details.

- 4.2. If we are your electricity retailer for more than one supply address, there will be a separate contract for that other supply address.

5. **Cooling Off Period**

- 5.1. Under this contract, you have a cooling off period of 10 Business Days from the date you give us your consent to enter into this contract.
- 5.2. This means you have the right to cancel this contract at any time during your cooling off period. To do this, you must contact us and tell us you want to cancel the contract. There will be no charge for cancelling the contract during the cooling off period.
- 5.3. Amber reserves the right to not supply any electricity to you until the cooling off period is over.
- 5.4. If you do not contact us during the cooling off period, this contract will continue to apply and Amber will start to supply your Premises with electricity.

6. **When Does this Contract Start and End?**

- 6.1. This contract starts from the date you give us your explicit informed consent to enter into this contract and to comply with all of its terms and conditions. For Amber customers, this consent is given by:
 - 6.1.1. accepting our terms and conditions through the Amber App, the Amber website or other electronic communication; and
 - 6.1.2. agreeing to receive notifications and important information from Amber through the Amber App, website or other electronic communication.
- 6.2. We are required to keep a record of your consent for two years.
- 6.3. As a prerequisite to entering into this contract, you will be asked to give us Acceptable Identification which we are required to obtain and hold under Applicable Regulations.
- 6.4. You have the right to cancel this contract at any time during your cooling off period as explained in section 5.
- 6.5. Once the cooling off period is over, you can end this contract by contacting us and letting us know. If you do not tell us that you want to cancel the contract, it will continue to apply and you will incur fees and charges including for any electricity you use.
- 6.6. If you have let us know you want to cancel this contract, you will need to:
 - 6.6.1. arrange for another retailer to take over your electricity supply; and
 - 6.6.2. enter into a new contract with your new retailer.

- 6.7. Until you arrange with another retailer to take over the supply of electricity to your Premises, Amber will continue to supply electricity to you and you will incur fees and charges associated with that supply of electricity.
- 6.8. If you notify us that you are moving out or have moved out of the Premises and no other retailer has taken over the supply of electricity to your Premises, you agree that we may arrange for disconnection of electricity to the Premises. In this case, the contract will end on the earlier of:
- 6.8.1. transfer of the supply of electricity to your Premises to another retailer; or
 - 6.8.2. disconnection of electricity to the Premises.
- 6.9. When you have transferred to a new retailer, Amber will send you a Final Bill which will cover all fees and charges you owe to Amber up to the date on which your electricity supply is transferred to your new retailer. Subject to Applicable Regulations (for Small Customers), or if you are a Large Business Customer, Amber reserves the right to restrict your transfer to a new retailer if there is any amount unpaid on any of your bills at the time you request the transfer.
- 6.10. Amber does not charge any additional fee for cancelling this contract, either during the cooling off period or at any other time.
- 6.11. This contract may also be cancelled if:
- 6.11.1. your Premises are not transferred to Amber within 3 months of you agreeing to enter into this Contract;
 - 6.11.2. you do not provide your valid payment details to us;
 - 6.11.3. you request us to cancel your direct debit authority;
 - 6.11.4. we receive notice that you've become insolvent or deregistered (for Small and Large Business Customers only);
 - 6.11.5. another retailer becomes the energy retailer for your Premises;
 - 6.11.6. you agree for us to arrange disconnection of your Premises;
 - 6.11.7. you enter into a new contract with us that replaces this one;
 - 6.11.8. another person enters into a new contract with us for the Premises;
 - 6.11.9. you move out of the Premises and have paid your Final Bill in full;
 - 6.11.10. your premises have been disconnected for 10 Business Days and:
 - 6.11.10.1. for Small Customers, you do not have a right to be reconnected;
or

- 6.11.11. for Large Business Customers, we have not, at our discretion, agreed to reconnect your Premises
- 6.11.12. for Small Customers, we give you at least 20 Business Days' notice that your contract is being cancelled by us;
- 6.11.13. for Large Business Customers, we give you at least 10 Business Days' notice that your contract is being cancelled by us; or
- 6.11.14. the meter at your premises becomes classified as 'large', meaning you are no longer considered to be a Small Customer.
- 6.12. We are required to cancel this contract in the unlikely event that Amber is unable to secure supply of electricity from the national electricity market. If this occurs, we will notify you promptly and help you to transfer your contract to a new retailer.
- 6.13. Even if this contract has been cancelled by you or by Amber, this contract will continue to operate until the last of the following two events has occurred:
 - 6.13.1. you have paid in full all outstanding amounts under your bills including your Final Bill; or
 - 6.13.2. your electricity supply has been transferred to your new retailer.
- 6.14. If you are a Small Customer, you may cancel this contract and elect to transfer to Amber's Standing Offer by contacting us and providing at least 20 business days' notice of your election. You must pay your Final Bill before transfer to Amber's Standing Offer takes effect. You acknowledge that you may forfeit any accrued benefits associated with this contract on transfer to Amber's Standing Offer, including under Amber's Bill Guarantee.
- 6.15. If you are a Large Business Customer, your obligations under this contract will continue, even if you or Amber elect to cancel this contract, until the last of the following two events has occurred:
 - 6.15.1. you have paid in full all outstanding amounts under your bills including your Final Bill; or
 - 6.15.2. your electricity supply has been transferred to your new retailer or disconnected by us.

7. Pricing and Charges

- 7.1. If you are on our Wholesale Price Plan, we will pass through to you the cost of electricity at the wholesale price prevailing at the times you consume power. This gives you the opportunity to adjust your power consumption and shift it to cheaper times if you choose to do so.

- 7.2. In addition to the wholesale cost of electricity you consume, there are other prices and charges (or Tariffs) associated with bringing power to your Premises, including those that all electricity customers must pay. The Tariffs that apply to you are set out in:
- 7.2.1. the [Detailed Information Sheet](#) applicable to your Premises, which sets out additional charges such as your monthly Amber subscription fee and other administrative fees, plus charges that are specific to the location of your Premises;
 - 7.2.2. the [fees](#) that are charged by your Distributor – we will only pass through these charges to you at the rate your Distributor charges. We do not add anything to these fees; and
 - 7.2.3. the [Pricing Page](#), which provides a general indication of how Amber's Wholesale Price Plan works for customers in your area and explains the main components of your electricity bill.
- 7.3. If you are on a Wholesale Price Plan, the prices set out in the Detailed Information Sheet provide the maximum average prices you will pay under our [Bill Guarantee](#). You agree that you will continue to pay the real-time price for electricity consumed from month-to-month on these plans (even if in a given month that price is higher than indicated in the Detailed Information Sheet). At the end of each Bill Guarantee Period Amber will provide a credit to account for any difference between the actual price you have paid for electricity over a fully completed Bill Guarantee Period as an Amber customer, and the prices specified under your plan in the Detailed Information Sheet. This amount will be credited to your next bill after the end of this period. If you have paid less than the prices set out in the Detailed Information Sheet then you are entitled to keep these benefits.
- 7.4. Distributor fees change each year and we have an obligation to tell you about these changes.
- 7.5. By signing up to our Wholesale Price Plan:
- 7.5.1. you acknowledge that Distributor fees and charges may change from time to time, including as a result of annual price changes, tariff reassignments or changes to your network tariff structure by your Distributor (e.g., a shift from a flat rate to a time-of-use tariff);
 - 7.5.2. you give your explicit informed consent for us to pass on these fees and charges directly through to you, without any markup.
- 7.6. We will send you notifications about price and fee changes.
- 7.7. A change in your circumstances or energy usage could mean that you are no longer eligible for the prices and charges that currently apply to you, including:
- 7.7.1. Amber's Bill Guarantee; and/or

7.7.2. if you are a Small Business Customer or Large Business Customer, your eligibility under an applicable usage tier.

7.8. If this occurs, we will contact you about applying an alternative Tariff. Any change to your Tariff as a result of a tariff reassignment by your network, will become effective either from the date you tell us there is a change in your circumstances or may occur retrospectively from the date the change occurred, if you haven't told us about it. Any change to your [subscription tier](#) as a Small Business Customer or Large Business Customer will become effective after we have assessed your usage and informed you in advance about the change.

7.9. You may be eligible for a different Tariff to the one that currently applies to you. You can contact us to make this change. If you are eligible we will make the change within 10 Business Days or from the date your meter is read or changed (as necessary).

7.10. If your Tariff changes mid-way through a billing period, we'll calculate your next bill on a proportional basis.

8. Security Deposit

8.1. We may require you to pay a security deposit. For this purpose, we will request your permission to conduct a credit check to determine your credit history. By agreeing to enter into this contract, you give us your explicit informed consent to conduct a credit check on your credit history if applicable.

8.2. We will pay you interest on the security deposit at a rate and on terms required by Applicable Regulations.

8.3. If you have failed to pay a bill by the due date, we may use your security deposit and any interest earned on it to reduce an amount you owe us. We'll let you know if this happens.

8.4. If we no longer require the security deposit, it will be credited on your next bill along with any accrued interest, or if you no longer have an account with Amber, we will refund the amount to the account you nominated for direct debit, unless you instruct us otherwise.

9. Billing

9.1. We'll send you a bill via the Amber App or by email as soon as possible after the end of each billing cycle.

9.2. In calculating your bill, we'll take into account the prices and charges as described in section 7.

9.3. In addition, your bill will be adjusted to account for any pre-payment, credit balance or outstanding balance on your account.

- 9.4. We may estimate the amount of energy you've used if we don't receive your meter data from a Metering Provider when it's due, or if we reasonably believe that the meter data we have been provided is inaccurate.
- 9.5. If we send a bill based on an estimate, we'll make that clear on the bill. When we receive the actual meter data, we will adjust your next bill on a retrospective basis to account for any difference between the estimate and the actual meter data received.
- 9.6. Under this contract you give us your explicit informed consent for Amber to process payment in full for your bills using your Direct Debit or Credit/Debit Card details that we securely hold.
- 9.7. You must tell us if you want us to stop using your Direct Debit or Credit/Debit Card. If this happens, we will ask you to provide alternate arrangements to allow us to process payments for amounts owing to us on your bills.
- 9.8. We may charge an approved fee as outlined in your Detailed Information Sheet if:
 - 9.8.1. you make a payment by another method, such as credit card;
 - 9.8.2. you pay your bill after the due date; or
 - 9.8.3. your direct debit payment is dishonoured.
- 9.9. If you are a Small Customer and are unable to pay your bill by the due date because of financial hardship, let us know as soon as possible. We want to help and can offer you a range of payment options. You may also be eligible to access government support and we can give you information about what is available. We will always treat this information with sensitivity and protect your privacy.

10. **Moving To New Premises**

- 10.1. If you're moving out of your Premises and:
 - 10.1.1. you are a Small Customer, you must tell us in advance – in Victoria this is at least 3 Business Days' notice and in other locations it is 5 Business Days' notice; or
 - 10.1.2. you are a Large Business Customer, you must tell us in advance at least 10 Business Days before your proposed date of moving out.
- 10.2. If your contact details will change, you must tell us your new contact details.
- 10.3. You may keep Amber as your electricity retailer at your new address if Amber operates in the location of your new premises. If we can continue to act as your electricity retailer at your new premises we will do all we can to make the transition as smooth as possible.

- 10.4. You will need to enter into a new contract for your new premises and pay us all amounts due under a Final Bill for your old Premises.
- 10.5. It is possible that some elements of the fees and charges applicable to your new premises may be different. We may also need to pass on to you a disconnection and connection fee if your old and new Distributors impose these charges.
- 10.6. Amber does not add anything to any disconnection or connection fee that may be charged by a Distributor and we will not charge you an exit fee.

11. **Amber's Obligations**

Amber will not discuss or communicate with any person about your account unless the person who contacts us is able to verify their identity against the Acceptable Identification details we hold for your account.

12. **Your Obligations**

- 12.1. If there is more than one person registered on your account as the customer, each of you is responsible for ensuring that your obligations under this contract are fulfilled, including payment of your account in full by the due date.
- 12.2. You must tell us as soon as possible if your circumstances change, including where your usage of electricity changes significantly. This may have an impact on the prices and charges applicable to the Premises.
- 12.3. You must give us accurate information we reasonably require for the purposes of this Contract.
- 12.4. You must tell us promptly if the information you have provided to us changes. This includes your billing address, email address, phone number and account details applicable to your payment method.
- 12.5. You must give us and other relevant people (including your Distributor and Metering Provider) safe, unhindered access to the Premises and the meter at the Premises whenever there is a reasonable need for such access.
- 12.6. We are not responsible for the control and use of electricity once it leaves the distribution system through the point at which your Premises are connected to the distribution system. You accept all risks associated with the control and use of electricity on your side of that connection point.
- 12.7. You must take reasonable steps to limit any loss or damage you may experience in connection with this contract or the supply of electricity to your Premises, including by ensuring that:
 - 12.7.1. the electricity wiring, electricity equipment and electrical appliances in or at your Premises are in good working condition and order;

- 12.7.2. only appropriately qualified and accredited electricians carry out work and maintenance of the electrical wiring and electrical equipment at your Premises;
- 12.7.3. no one (other than your Distributor or Metering Provider) tampers in any way with your electricity meter or the wiring connecting your Premises to, or the wiring comprising, the distribution network to which your Premises are connected; and
- 12.7.4. you comply with all reasonable directions from your Distributor.

13. **Your Electricity Meter**

- 13.1. If you are on one of Amber's Wholesale Price Plans under this contract, you:
 - 13.1.1. agree to provide your explicit informed consent to the ongoing use and/or installation of a Smart Meter at your Premises; and
 - 13.1.2. confirm that you have received our [information](#) on smart meter installation and why it is necessary to receive the full benefit under Amber's Wholesale Price Plans.
- 13.2. If you have an older type of meter, we will arrange for a Smart Meter to be installed in most cases at no upfront cost to you.
- 13.3. Your Metering Provider will have and retain full ownership of the Smart Meter and installation and maintenance of your Smart Meter will be provided by your Metering Provider.
- 13.4. Before your Smart Meter is installed, we will use an estimate of your electricity usage throughout each day based on the size and location of your Premises.
- 13.5. The timing for the installation of a new Smart Meter is dependent on a range of factors that are beyond Amber's control, including:
 - 13.5.1. the location and terrain of the Premises and whether there is clear access to a nearby effective telecommunications signal;
 - 13.5.2. whether the Metering provider can gain clear, safe, unhindered access to your current Meter; and
 - 13.5.3. whether you are permitted by the owner of the Premises to arrange for a Smart Meter to be installed.
- 13.6. We will work with you as much as possible to assist with arranging the installation of a new Smart Meter.

- 13.7. In some circumstances, we may need to pass onto you a meter installation fee as imposed by the Metering Provider for works that are complex, or otherwise beyond standard meter installation costs due to any of the factors listed above. Amber does not add anything to this fee. If you do not agree, then the Metering Provider will not proceed to install the Smart Meter.
- 13.8. Tell us if you believe your Smart Meter is faulty or inaccurate and we will arrange for it to be checked. If it is found to be accurate and in good working order and condition, we may require you to pay the charges imposed by the Metering Provider for checking the Smart Meter.
- 13.9. If the Smart Meter at your premises is found to be faulty, we will arrange for the Smart Meter to be repaired or for the installation of a new Smart Meter, at no cost to you. We will notify you if this requires a separate visit from the Metering Provider. Maintenance and repair of your Smart Meter will require a brief interruption to your supply of electricity.
- 13.10. Once you have a Smart Meter, there is no need for anyone to have access to it unless there is a problem that requires maintenance.
- 13.11. It is illegal and potentially dangerous for you to tamper with your Smart Meter.

14. **Feed-In Tariffs for Solar Exports**

Standard Feed-In Tariff Arrangement

- 14.1. If:
- 14.1.1. there is a PV System installed at your Premises;
 - 14.1.2. your PV System generates electricity which is exported to the electricity grid (Solar Exports);
 - 14.1.3. your PV System is and remains eligible to generate Solar Exports without the need for you to hold a licence or be registered as a generator under Applicable Regulations; and
 - 14.1.4. your Smart Meter has been configured to measure bi-directional power flows,
- Amber will pay you a feed-in tariff for your Solar Exports. This feed-in tariff will be shown as a separate item on your bill as a credit for each billing cycle during which there were Solar Exports. You agree that we may set off any credit for Solar Exports that we pay to you against amounts that you owe to us under this contract and our obligation to pay you credit for Solar Exports will be reduced by any such set-off.
- 14.2. If you are on a Wholesale Price Plan then that plan may involve you receiving real-time price for Solar Exports in most locations. This means you have the opportunity to earn more by exporting to the grid when the price for solar exports is higher.

Premium Feed-In Tariff Arrangements

- 14.3. If your PV System qualifies and remains eligible for a Premium Feed-In Tariff:
- 14.3.1. Amber will pay you the Premium Feed-In Tariff for your Solar Exports. This will be shown as a separate item on your bill as a credit for each billing cycle during which there were Solar Exports; and
 - 14.3.2. you agree that we may set off any credit for Solar Exports that we pay to you against amounts that you owe to us under this contract and our obligation to pay you credit for Solar Exports will be reduced by any such set-off.

Other arrangements applicable to Solar Exports

- 14.4. You may be required to pay network charges for Solar Exports and we will pass these onto you directly.
- 14.5. If your PV System has not yet been connected to the electricity grid, you must let us know as soon as possible that you require your PV System to be connected and we will initiate this request with your Distributor. To enable us to do this, we will ask you to supply us with all information and documents required under Applicable Regulations and by your Distributor. You agree:
- 14.5.1. to provide us, as soon as practicable, with confirmation that you have received a Certificate of Electrical Safety from the registered electrical contractor who installed your PV System,
 - 14.5.2. to pay or reimburse us for all costs and charges we may incur to connect, disconnect or reconnect your PV System, and to manage and operate your PV System or the metering of your Solar Exports; and
 - 14.5.3. that we may deduct these costs and charges from any feed-in tariff payable to you and show these amounts on your electricity bill.
- 14.6. You must obtain prior consent from us and from your Distributor if you make any alterations to your PV System that affect its structure, configuration, function or capacity.

GST on Solar Exports

- 14.7. For most residential customers, Solar Exports do not attract GST. If your Solar Exports are considered a taxable supply under the GST Act, and you've given us your ABN and any other information we may reasonably need to verify that your Solar Exports are a taxable supply, including a valid tax invoice, we'll increase the feed-in tariff payable to you to cover any GST payable on your Solar Exports.

- 14.8. If you don't provide your ABN, we will assume that your Solar Exports are generated for private and domestic purposes and not related to a business enterprise, and we may ask you to submit a No ABN Withholding Declaration.

15. Do you Need Life Support Equipment?

- 15.1. We are required by Applicable Regulations to maintain a register of all Customers who require Life Support Equipment or who have a medical condition requiring a continued supply of electricity.
- 15.2. You must tell us if a person living at the Premises:
- 15.2.1. requires Life Support Equipment; or
 - 15.2.2. has a medical condition which requires continued supply of energy.
- 15.3. To become registered as Premises requiring Life Support Equipment or for a medical condition requiring continued supply of electricity you must provide written confirmation from a registered medical practitioner of the requirement for Life Support Equipment or other relevant medical condition. We can assist you to find the required medical confirmation form to enable you to complete it and submit it to us.
- 15.4. Amber is required to comply with strict obligations under Applicable Regulations for Premises registered as requiring Life Support Equipment.
- 15.5. You must also tell us if Life Support Equipment is no longer required at the Premises.

16. Electricity Supply Interruptions

- 16.1. Your electricity supply is dependent on the service provided by your electricity Distributor. You cannot choose your Distributor – they own the poles and wires connecting your Premises to the grid.
- 16.2. For this reason, all Distributors are carefully regulated to ensure they provide continuous supply. But things can go wrong which are beyond the control of your Distributor – these can sometimes lead to unplanned outages. Distributors also need to periodically perform maintenance and upgrades on their equipment and they must tell you in advance when they plan to do this.
- 16.3. Your Distributor is responsible for:
- 16.3.1. maintaining your connection to the grid;
 - 16.3.2. informing you of planned outages and their expected duration in advance;
 - 16.3.3. informing you when unplanned outages occur and how long it will take to get the power back on; and
 - 16.3.4. the safety, quality, reliability and continuity of your electricity supply.

- 16.4. You are required to cooperate with your Distributor where it is reasonable to do so.
- 16.5. We will also do our best to inform you of outages or other issues affecting the electricity supply to your Premises.

17. **Disconnection of your Electricity Supply**

- 17.1. If you are a residential customer, disconnection of your electricity supply is a last resort.
- 17.2. We may arrange for the disconnection of your electricity supply in the following circumstances, in accordance with Applicable Regulations:
 - 17.2.1. you ask Amber to disconnect the supply;
 - 17.2.2. you notify us that you are moving out or have moved out of the Premises and a person has not taken over supply at the premises, in which case, you agree for us to arrange disconnection of electricity to the Premises and for this contract to end on the date of disconnection;
 - 17.2.3. if you are a Small Customer, you fail to pay your bill by the due date and you have not rectified the overdue payment after we have sent you reminder notices and disconnection warning notices as required under Applicable Regulations;
 - 17.2.4. if you are a Large Business Customer, you have not rectified the overdue payment after we have sent you reminder notices and/or disconnection warning notices;
 - 17.2.5. you refuse to provide a security deposit where we are entitled to obtain a security deposit from you;
 - 17.2.6. where we need access to your meter, you have failed to give us or our Metering Provider that access for more than 3 months;
 - 17.2.7. electricity has been illegally or fraudulently used at the Premises; or
 - 17.2.8. we are otherwise entitled or required to do so under Applicable Regulations.
- 17.3. Prior to disconnection Amber will notify you as required under Applicable Regulations unless we need to disconnect your electricity supply for safety reasons, in which case we will do so immediately.

18. **Reconnection**

- 18.1. If you are a Small Customer, we will ask your Distributor to reconnect your Premises if, within 10 Business Days of being disconnected, you:
 - 18.1.1. rectify the matter that led to the disconnection; and

- 18.1.2. pay a reconnection charge if we ask you to do so to cover Amber's costs of arranging reconnection.
- 18.2. Amber may terminate this contract within 10 Business Days following disconnection if you are not able to perform these actions.
- 18.3. If you are a Small Customer in Victoria and you are eligible for a Utility Relief Grant and apply for such a grant within 10 Business Days of disconnection, you are taken to have rectified the matter that led to disconnection.

19. **Disconnection and Termination**

If you are a Large Business Customer, disconnection of your Premises, for any reason (except in accordance with clause 6.15), does not constitute termination of this contract in respect of those Premises, nor will it prevent Amber from exercising any other rights it may have under this contract.

20. **Retailer of Last Resort Arrangements**

- 20.1. If we are no longer permitted to supply electricity under our electricity retail authorisations, the regulator may assign you to a designated Retailer of Last Resort.
- 20.2. This will happen automatically and you will be informed of the process if it is implemented. You do not have to do anything and your electricity supply will not be interrupted because of this event.
- 20.3. Until Amber is registered with AEMO as the Financially Responsible Market Participant for your electricity supply, the Financially Responsible Market Participant has agreed to step in and take over this Contract as your electricity retailer if:
 - 20.3.1. Amber becomes insolvent;
 - 20.3.2. Amber fails to comply with its obligations to the Financially Responsible Market Participant;
 - 20.3.3. Amber's retail authorisation to retail electricity in your location is withdrawn by the relevant regulator; or
 - 20.3.4. Amber fails to supply electricity to you for a continuous period of more than 24 hours (other than because of an electricity network outage or interruption affecting electricity supply to your Premises).
- 20.4. If you have been assigned to a new retailer in any of these circumstances, you have the option to then transfer again, at no cost to you, to a retailer of your choice.

21. **Changes to this Contract**

- 21.1. We may need to vary these terms and conditions – although we will do what we can to make sure this does not happen often.

- 21.2. We will give you 20 Business Days' notice of any changes. You can terminate this contract if you don't agree to a variation to these terms and conditions. If we don't hear from you, we will assume you have agreed to the new terms and conditions.
- 21.3. You must tell us as soon as possible if your circumstances change, including where your usage of electricity changes significantly. Changes to these terms and conditions due to changes in your circumstances must be agreed between you and Amber and can take effect at any time we agree.
- 21.4. When the terms and conditions of your contract with Amber are changed, we will send you a link to the new version of the contract.

22. How we Give Notices and Updates

- 22.1. We give notifications to our customers by sending notifications via email, through the Amber App and other forms of written and electronic communication.
- 22.2. We send bills to you to your billing email address or, with prior notice to you, through the Amber App.
- 22.3. Where required by Applicable Regulations, we will send you other notices as required by the terms of those Applicable Regulations.
- 22.4. If you need additional assistance to receive or understand our bills and notices, please refer to the special assisted contact information in section 27.

23. Privacy Obligations

- 23.1. Amber takes great care to comply with our [Privacy Policy](#) which reflects the [Australian Privacy Principles](#).
- 23.2. We understand that the information we must obtain from you is sensitive and personal information and we will take special care to protect and preserve the privacy of your information.
- 23.3. We deal with customer credit card and banking details with particular care to ensure it is kept secure.
- 23.4. If you have a concern about how we deal with your information, we encourage you to contact us to discuss the issue.
- 23.5. If you remain concerned after discussing the matter with us, you might consider resolving the matter using our Complaints and Dispute Resolution process. You are also entitled to contact the [Privacy Ombudsman](#).

24. Exclusions

- 24.1. Subject to Applicable Regulations:

- 24.1.1. unless we have acted in bad faith or negligently, we are not liable for any loss or damage you may suffer as a result of the total or partial failure to supply electricity to your premises, which includes any loss or damage you suffer as a result of any defective supply of electricity;
 - 24.1.2. we are not liable to you for any loss or damage arising from this contract;
 - 24.1.3. we are not liable and make no representation to you on the reliability, quality or safety of your energy supply (as your local Distributor is responsible for the supply of electricity) or any other goods or services provided to you under this contract;
 - 24.1.4. you are responsible for considering the terms and conditions of this contract and determining if the service and nature of our offering is suitable for you and your Premises;
 - 24.1.5. we are not responsible for any representations made by third parties about Amber or the nature of our offering or services, or for fulfilling any obligations you have if you purchase any third party products or services outside of this contract, and we are not liable for any resulting loss or damage; and
 - 24.1.6. you indemnify us against any loss or damage connected to or arising from the use of electricity supplied to you and your Premises, any deficiency, failure or omission in your adherence to the terms of this contract or your negligence up to the amount we would otherwise have been able to recover under the Applicable Regulations.
- 24.2. If any part of this contract is unlawful, unenforceable or invalid, that part will not apply, and the remainder of the contract will continue in full force and effect without change.

25. **Complaints and Dispute Resolution**

- 25.1. We take our customers' high level of satisfaction very seriously. If something isn't right, we want to fix it.
- 25.2. We encourage you to contact us as soon as you can to discuss any problem you have experienced. If the problem is within our control, we will do what we can to rectify the matter as quickly as possible. We will also work out how we can avoid having the issue arise again.
- 25.3. We manage all complaints and disputes in line with our Complaint and Dispute Resolution Policy and will advise you of the outcome. If you would like us to send you a copy of this Policy, please let us know.
- 25.4. If we have not been able to satisfactorily address the problem you have raised, you may contact the energy ombudsman in your State or Territory. The contact details for your relevant energy ombudsman scheme are included in our Complaints and Dispute Resolution Policy.

26. When Things Go Wrong

- 26.1. A force majeure event is one that is outside the reasonable control of you or us, which would result in you or us being in breach of this contract. It does not include being unable to make a payment that is due.
- 26.2. If a force majeure event occurs:
- 26.2.1. the obligations of the affected party, other than an obligation to pay for electricity supplied to your Premises, are suspended to the extent to which they are affected by the force majeure event;
 - 26.2.2. the affected party must give the other party prompt notice of the event, an estimate of its likely duration and the obligations affected by it; and
 - 26.2.3. the affected party must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible.

27. Glossary

Acceptable Identification means at least one of the following, in relation to:

- (1) a residential customer - a current driver's licence, a current passport, a birth certificate or a valid concession card issued by the Commonwealth or a State or Territory Government;
- (2) a Small or Large Business Customer that is a sole trader or partnership - one or more of the forms of identification for a residential customer for one or more of the individuals that conduct the business or enterprise concerned; or
- (3) a Small or Large Business Customer that is a body corporate - an Australian Company Number or Australian Business Number.

Amber means Amber Electric Pty Ltd (ABN 98 623 603 805). Amber is also referred to as "We" and "Us" in this contract.

Amber App means the application called "AmberElectric" that can be installed on mobile devices and through which your account with Amber is managed, including as the portal through which we may communicate important messages and notifications to you.

Applicable Regulations mean all laws, regulations, codes, rules and other regulatory instruments that may apply to this contract and to Amber's relationship and dealings with a Customer. These may vary depending on the location of the Premises to which the contract applies.

Basic Plan Information Document or BPID means the prices and charges that a Customer will pay under this contract depending on the location of the Premises, and which can be found on the Amber website [here](#). In Victoria, these are called Fact Sheets.

Bill Guarantee means the maximum average price you will pay for electricity usage over a completed Bill Guarantee Period as an Amber customer, as specified in your Detailed Information Sheet.

Bill Guarantee Period means each completed calendar quarter (or other period determined by Amber and communicated in advance to you).

Business Day means Monday, Tuesday, Wednesday, Thursday and Friday, unless that day is a public holiday as defined by Applicable Regulations in the location of the Premises.

Customer means the account holder for the supply of electricity to the Premises. This is the person whose identification has been supplied to us and/or person/entity who has given us consent to enter into this contract. In this contract, we also use "you" and "your" to refer to the Customer.

Detailed Information Sheet means the prices and charges that a Customer will pay under this contract as set out in either a Basic Plan Information Document or a Fact Sheet, and which can be found on the Amber website [here](#).

Distributor means the owner and operator of the poles and wires to which your Premises is connected to the electricity grid. The name of your Distributor can be found on your bill.

Fact Sheet means the prices and charges that a Customer in Victoria will pay under this contract depending on the location of the Premises, and which can be found on the Amber website [here](#). In places other than Victoria, these are called Basic Plan Information Documents.

Final Bill means a bill Amber will send you after you have advised us that you want to cancel this contract and switch to another retailer, or move out of your current Premises. The Final Bill will include all fees and charges you owe to Amber up to the date on which your new retailer takes over the supply of electricity to your Premises, or the date on which you move out of your Premises. This contract continues to apply until you have paid your Final Bill in full.

GST has the meaning as given in the GST Act (also known as A New Tax System (Goods and Services Tax) Act 1999 (Cth)).

Large Business Customer means a Customer who:

- (1) purchases energy primarily for purposes other than personal, household, or domestic use; and
- (2) is not a Small Customer.

Life Support Equipment includes the following equipment:

- (1) an oxygen concentrator;
- (2) an intermittent peritoneal dialysis machine;
- (3) a kidney dialysis machine;
- (4) a chronic positive airways pressure respirator;

- (5) crigler najjar syndrome phototherapy equipment;
- (6) a ventilator for life support; and
- (7) any other equipment that a registered medical practitioner certifies is required for a person residing at the Premises for life support.

Metering Provider means a person appointed by Amber to install, maintain and manage your Smart Meter.

Premises means the supply address to which Amber will supply electricity under this contract. If you have other premises supplied by Amber, there will be a separate contract applicable to that other address.

Premium Feed-In Tariff means the tariff of that name as prescribed by, and as amended or adjusted from time to time under applicable regulations.

PV System means a photovoltaic solar system installed at the Premises by an accredited solar system installer.

Retailer of Last Resort means a designated retailer that will step into the place of another retailer that is no longer able to supply electricity to its customers because it has become insolvent or has lost its authority to be an electricity retailer or for some other reason. The Retailer of Last Resort will assume the responsibilities of the failed retailer to provide electricity retail services to all the failed retailer's existing customers.

Small Business Customer means a Customer who:

- (1) purchases energy primarily for purposes other than personal, household, or domestic use; and
- (2) is a Small Customer.

Small Customer means:

- (1) a residential customer who consumes energy primarily for personal, household, or domestic use purposes; or
- (2) a business customer who consumes energy below the consumption threshold under the Applicable Regulations, which, at the time of this contract being written, is defined as a customer who consumes less than:
 - (a) 40 MWh/year in Victoria; and/or
 - (b) 100 MWh/year in other jurisdictions,

as amended from time to time under the Applicable Regulations.

Smart Meter means an electricity meter that is capable of being read, verified and managed remotely, and which has capability to measure the electricity used at the Premises and to measure solar exports from the Premises, if any, in real-time.

Solar Export means electricity generated by a PV System at the Premises and accepted by the relevant Distributor for export into the grid.

Standing Offer means a standard retail electricity supply contract under which a Small Customer receives government regulated fixed price electricity rates.

Tariff means the network component of the prices and charges that apply to the Premises.

Wholesale Price Plan means the Amber pricing plan under which a customer pays the wholesale price (or real-time price) for the electricity they consume, as set by the [Australian Energy Market Operator](#) at periodic intervals across each day.

28. **How to Contact Us**

Our most up to date contact details are available at amber.com.au/contact

Phone: 1800 531 907

Email: info@amber.com.au

Translation services:

For translation assistance, please call one of these numbers, monitored 24 hours per day:

TTY/voicecalls: **133 677**

Speak&Listen: **1300 555 727**

SMS relay: **0423 677 767**

Interpreter services

Servicio Interpreti

Servicio de interpretaci

Dịch vụ phiên dịch

خدمات الترجمة الشفوية

口译服务

διερμηνεία υπηρεσίες: **13 14 50**

Large Print

We can arrange for you to receive large print bills and notices – please contact us to request this.