

Customer Charter

Residential and small business customers – all States

Our contact details:

Flow Power

Ground Floor, 109 Burwood Road

Hawthorn VIC 3122

Post: PO Box 6074 Hawthorn VIC 3122

Phone: 1800 359 797

Email: contact@flowpower.com.au

Website: <https://flowpower.com.au>

This charter outlines what you can expect as a Flow Power customer and acts as a benchmark to measure our service to you.

We're always here to help

If you would like to speak to someone, we are available Mon-Fri 9-5 via the following options:

- Phone 1800 359 797
- Online chat at power-renewable.flowpower.com.au
- Write to us at PO Box 6074 Hawthorn VIC 3122

We will respond to written enquiries within 7 business days (allowing for delivery) and 2-3 business days for online enquiries.

Please let us know if you have visual or hearing disabilities, so we can appropriately accommodate you. And if you have any life support or critical power requirements so that we can adequately support you and keep you informed.

Your feedback is important to us. If we don't meet your expectations, we want to change that and bring about a speedy resolution. You can refer to our [Complaints and Dispute Resolution Policy](#) on our website for more information.

This is a summary of your rights, entitlements and obligations regarding the supply of electricity. For further detail, please refer to your agreement or contact us at 1800 359 797.

For the purposes of this summary

- You are a **market retail contract** customer if you have accepted an offer from us to enter into a market agreement. This will set out the terms, conditions, charges and period of your agreement.
- You are a **standard retail contract customer** if we supply energy to you under a non-market agreement in accordance with the Standard Retail Contract Terms as prescribed by law.

What makes up my agreement with you for the supply of energy?

If you are a **market retail contract customer**, your agreement consists of the Agreement Terms for Electricity, the Details section and your energy plan (if any).

If you are a **standard retail contract customer**, your agreement consists of the Standard Retail Contract terms, standing offer prices and any other applicable fees or charges.

Failure to obtain consent

We will obtain your explicit informed consent before entering you into a contract or transferring you from another retailer. If we fail to correctly obtain your consent, the transaction will be void if you raise this with us within 12 months and we cannot produce a satisfactory record of the consent within 10 business days. If the void transaction involves your transfer from another retailer, you will be liable to pay your original retailer charges for the sale and supply of energy as if the void transaction had not occurred – minus any amounts that you have paid us.

Information will be provided

So that you're fully informed, we'll provide you with all information relevant to your contract including the commencement date, duration, all applicable prices and charges, your cooling-off rights and your rights if there is a dispute. We also have information available on our website including useful information about hardship assistance available, our complaints and dispute resolution procedure and contact details for the relevant energy ombudsman.

Transferring your premises – moving in or switching to us

We won't transfer your premises until we have your explicit informed consent to enter a contract and that contract is in place. The transaction may be void if you are transferred without providing explicit informed consent or if consent is defective. We'll let you know that we have commenced selling energy to you within 5 business days of commencing supply. If there is any delay with your transfer, we'll be in touch to let you know.

When you are moving into a supply address, we can arrange a supply of electricity to be set up for your move-in date. Please contact us at least four business days before your move-in date to arrange.

Can you change the terms and conditions of my agreement?

If you're a **market retail contract customer**, we may change the charges and the terms and conditions of your agreement (including the nature and structure of the charges) by giving you notice in accordance with your agreement terms (including any energy plan). Some energy plans may say that we won't vary certain charges during the energy plan. For more information, refer to your agreement.

If you're a **standard retail contract customer**, the terms and conditions are set by regulations. The regulator also sets the charges for electricity. Any price variations by the regulator are published on our website and in major newspapers. As an electricity customer, we set the charges and we may vary the nature, amount and structure of your charges by notice to you.

If you are on a standard retail contract and we offer alternative plans or plan options and you request a plan change, we will transfer your plan within 10 business days of you satisfying any required conditions.

As your energy retailer

As your energy retailer, we are responsible for arranging the connection of electricity to your property, sending you bills and looking after your energy needs.

An energy retailer is different to a distributor

Your distributor, who is independent of Flow Power, owns and is responsible for the electricity poles and wires in your area (and electricity meters in Victoria). Your distributor is responsible for the physical supply of electricity. You can find your distributor listed on your bill. Your distributor remains the same regardless of which retailer you sign up with. Distributors are also responsible for performing certain services you can request through your retailer, including reading your meter (if you have a non-digital meter or if your premises is in Victoria), and restoring network faults. We are unable to guarantee, make promises or assurances about the quality, reliability and security of the supply of electricity to your supply address.

In relation to your obligations to your distributor, you must cooperate with any reasonable requests your distributor makes of you and allow your distributor to enforce its rights under the regulatory requirements.

Why do you need access to my premises?

You need to give us safe, convenient and easy access to the meter on your premises so that it can be read and for maintenance, connection and disconnection purposes. If you don't do so, you will be billed based on an estimate of your usage. You may be charge an additional fee if you ask for a bill based on your actual usage.

If there is no clear and safe access to the meter, let us know so that we can make alternative arrangements. If you need a new electricity meter installed, we will work with your distributor or meter service provider to assist you to get a new meter installed.

What prices apply to me?

If you are a market retail contract customer, please refer to your agreement Victorian Energy Fact sheets and Basic Plan Information Documents which are available on our website or upon request.

If you are a standard retail contract customer, please refer to our standing offer prices published on our website, together with other fees or charges published on our website.

Alternative tariffs

Where alternative tariffs are available, we'll transfer you to your preferred tariff as long as the relevant requirements are met. You need to notify us if you significantly change the way that you use electricity at your premises. Sometimes, your tariff gets changed by your distributors if they are expiring or retiring legacy tariffs with the new ones. We don't have control over the distributor changing tariffs. However, we can request them to put you on a tariff that is more suitable for your household/small business.

How can I pay my bill?

You must pay us the amount shown on each bill by the payment due date shown on the bill. You can also pay your bill in advance. We will provide you with a range of options to pay your bill, which may include payment by mail, credit card, and by direct debit. All options available to you are listed on your bill.

A direct debit arrangement may be entered where the amount, initial date and frequency of payments are agreed with you and your consent is obtained to enter the arrangement. You can let us know that you don't wish to continue the arrangement at any time, and we will terminate it.

We may provide you with bills based on estimation in certain circumstances, including under a bill smoothing arrangement for standard retail contracts. Bill smoothing may occur, with your consent, over a 12-month period, with the amount repayable under each bill being initially the same and set on the basis of our estimate of your energy consumption over the 12-month period. In the seventh month, we will review the initial estimate, taking into account any meter data received, and make adjustments to your future payments accordingly.

Undercharging and overcharging

Any undercharging or overcharging will be handled appropriately in accordance with the regulatory requirements. Where an overcharge of \$50 or more occurs, we will inform you of this within 10 business days of becoming aware and ask you how you would like the amount refunded. Where an overcharge is less than \$50, we will credit this to your next bill if you are still our customer. Unless an undercharge is your

fault, we won't recover any amount beyond 4 months in Victoria and beyond 9 months in all other states from when we notify you of the issue.

How often should I receive my bill?

We will send a bill to you as soon as possible after the end of each billing cycle. The billing period is at least every 3 months. Alternatively, we can agree to a different billing frequency with you, such as monthly billing.

Billing disputes

We will review your bill if you request us to do so, including by checking the meter reading or meter data. We'll advise you of the outcome as soon as possible and in accordance with our standard complaints and dispute resolution procedures. We will not chase you for payments while your bill is under investigation.

We may require you to pay for the cost of any meter check or test if we determine your meter is not faulty. If we determine that an error has occurred, we'll adjust your bill accordingly. We may also require you to pay the lesser of any portion of the bill that we agree is not subject to review or an amount equal to the average amount of your bills in the previous 12 months, as well as any other bills that are properly due and not subject to dispute.

If you are not satisfied with the outcome of our review, we'll let you know that you may lodge a dispute with the Energy Ombudsman and provide contact details for your reference.

Will I have to provide a security deposit?

We may ask you to pay us a security deposit depending on your creditworthiness and you must pay it to us. You will be paid interest on any security deposit where required by the regulatory requirements. Subject to the regulatory requirements, we may use your security deposit (and any interest earned on it) to offset any amount you owe to us under your agreement if you fail to pay a bill by the due date. You can refer to your agreement for more information.

How is my bill calculated?

Your bill will be based on the amount of energy you use during a billing period. This will be determined in accordance with regulatory requirements, generally by reading your meter or if an actual meter read cannot be obtained, we will estimate your usage. Your bill may also include other fees and charges in accordance with your agreement. Please refer to your agreement for more information.

If you are on our market retail contract, we will make an additional adjustment on your bill called a Price Efficiency Adjustment (PEA). A PEA is an adjustment we make to your base rate each billing period. The adjustment reflects how you use energy compared to the Wholesale Electricity Market price for that period. You can learn more about the PEA by clicking [here](#).

What happens if I'm having difficulty making payments?

There are payment options available to you if you are experiencing financial difficulties. If you are experiencing financial difficulties, you should let us know so that we can adequately support you with either the general levels of assistance available to all customers, including various payment arrangements, or more tailored support. We'll provide you with information about the assistance available as part of our

support. We'll also allow you to make payments via Centrepay where applicable. You can find a copy of our [Hardship Policy](#) on our website and we can also send you a copy at your request.

We understand energy is an essential service and will only disconnect your energy supply as a last resort. We will contact you beforehand, including to offer assistance, but request that you please contact us any time, you are unable to make payment.

Debt recovery

We will not commence or continue with proceedings for the recovery of debt if you are receiving assistance for payment difficulty. Further, we will not sell or otherwise dispose of any debt to a third party other than in accordance with the 'Debt collection guideline: for collectors and creditors' jointly published by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission.

When could I be disconnected?

We will only arrange for you to be disconnected in accordance with your agreement and after we have followed any applicable procedures set out in the regulatory requirements. If we disconnect your premises, we will arrange for reconnection within 10 business days if the issue has been rectified, you have requested reconnection and paid any applicable reconnection charge.

What happens if I move out?

Please contact us in advance if you intend to move from your supply address as you will need to cancel your current agreement with us and take up a new one.

What if I want to cancel my agreement?

In addition to any cooling-off rights that you have, you may end your agreement by giving us notice or otherwise ending it, in accordance with your agreement. If you end your agreement before the end of your energy plan (if any) you may be required to pay an early termination fee if applicable to your energy plan. See the details section of your agreement.

Can you end my agreement?

We may end your agreement by giving you notice in accordance with your agreement. Your agreement can also end in other circumstances set out in it, including if you don't have a right to be reconnected. Please refer to your agreement for more information.

Do I have a cooling-off period?

If you are a market retail contract customer, you will have a cooling-off period during which you may cancel your agreement at no cost, even though you have agreed to or accepted the agreement. Your agreement sets out the cooling off-period and how you may exercise this right.

How will my personal information be used?

We collect, use, hold and disclose your personal and credit related information as set out in our [Privacy Policy](#).

Marketing preference

If you don't want to receive marketing by mail or at your premises, we can add you to our 'no contact list' at your request – you will remain on our list for 2 years each time you make a request. We will make sure we don't engage in door-to-door marketing if you have a 'no marketing' sign at your premises.

Concessions, grants, and rebates

You may qualify for various concessions that we can provide on behalf of the State Government.

To receive a concession, the account must be in the name of the concession cardholder. Other conditions must also be met which you'll find on our [website](#).

What if I have a complaint or query?

If you have an enquiry, complaint or dispute, including about your bill or any marketing activity, please contact us via one of the means below. We'll handle your complaint and let you know the outcome in accordance with our standard complaints and dispute resolution procedures which you can find at <https://power-renewable.flowpower.com.au/terms-and-conditions/>.

Phone: 1800 359 797

Email: contact@flowpower.com.au

Mail: PO Box 6074, Hawthorn VIC 3122

If you're not satisfied with how your complaint has been resolved, you may be able to contact the energy ombudsman:

- Victoria: The Victorian Energy and Water Ombudsman on 1800 500 509 or at ewovinfo@ewov.com.au
- New South Wales: Energy and Water Ombudsman NSW on 1800 246 545 or at complaints@ewon.com.au
- South Australia: Energy & Water Ombudsman South Australia on 1800 665 565 or at ewosa.com.au
- Queensland: Energy & Water Ombudsman Queensland on 1800 662 837 or at complaints@ewoq.com.au
- Australian Capital Territory: ACT Civil and Administrative Tribunal on (02) 6207 1740 or at tribunal@act.gov.au