



sanctuary  
energy

Customer Charter:  
Small Customer

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## Sanctuary Energy

Sanctuary Energy is an energy supplier focussed on providing competitive energy and renewable infrastructure to your community and property development. With our commitment to sustainable and renewable infrastructure rather than competing only on price, Sanctuary Energy is able to offer great discounts and a variety of energy saving initiatives which benefit everybody.

## Our Customer Charter

Our customer charter is a summary of mutual rights and obligations between Sanctuary Energy and Small Customers who have entered into a retail contract, under the following:

- In Queensland, the Electricity Industry Code 2007, the Electricity Act 1994 (Qld) and associated regulations and the Queensland Fair Trading Act 1989, plus any information required by the Queensland Competition Authority (QCA);
- In the Australian Capital Territory, the Utilities Act (2000) and associated regulations, the Consumer Protection Code and any information required by the Independent Competition and Regulatory Commission (ICRC);
- In New South Wales, the Electricity Supply Act 1995 (NSW) and Electricity Supply (General) Regulation 2001 (NSW), and any information required by the Independent Pricing and Regulatory Tribunal (IPART);
- In South Australia, the Electricity Act 1994, Electricity (General) Regulations 1997, South Australian Fair Trading Act 1987, Energy Retail Code and any information required by the Essential Services Commission of South Australia (ESCOSA); and
- Our licence conditions in the various states.

This is a guide for your information, and not a legally binding document. You can email us on [info@sanctuaryenergy.com.au](mailto:info@sanctuaryenergy.com.au) or call us on 1800 109 099 if you have any queries or if you would like a large-print version or to read this information in a different language.

## The Electricity Market

Participants of the electricity market have distinct roles. There are four main areas: generation, transmission, distribution and retail. Power generation companies generate the electricity and compete to sell their electricity to the market. Transmission companies transport electricity from a generation plant across transmission lines to substations. Distributors own the poles and cables that transport the power around your local area and to your premises. Distributors have responsibility for the security, reliability and safety of your supply.

You and your Distributor already have a regulated connection and supply contract in place which is regulated by the Electricity Industry Code. This contract sets out your rights and obligations in relation to your connection to the distribution network.

- In South Australia, ETSA Utilities is your distributor;
- In Queensland, depending on your location, your distributor may be Energex, Ergon Energy or Country Energy;
- In New South Wales, depending on your location, your distributor may be Energy Australia, Integral Energy or Country Energy; or
- In the Australian Capital Territory, ActewAGL is your distributor.

Entering into a contract with us means that Sanctuary Energy is your energy retailer. We are responsible for arranging connections, meter reading, billing, account management, and customer service, as well as the revenue collection agent for other market participants (including your Distributor). When we send you a bill, it includes the costs of energy purchased from generators and charges from both transmission and distribution network operators. We manage your relationship with the rest of the electricity market.

In addition to this traditional understanding of the electricity industry, Sanctuary Energy works to improve the manner in which electricity is available to consumers. We are interested in renewable energy and sustainable technologies and work closely with innovative companies to re-think how the electricity industry can improve operations in the interest of the environment, such as by generating cleaner energy closer to where you live.

## Your Contract with Us

Your contract with us is known as a Negotiated Retail Contract. The terms and conditions of your contract with Sanctuary Energy will depend upon many factors including your geographical location, whether your community has a partnership with us, and any green technology we have put in place with you. Please read the terms and conditions of your individual contract and contact us if you have any queries.

Our contracts with Small Customers have a cooling-off period of **10 business days**. Your contract will state when this period starts and explain how to exercise your right to cancel your contract with Sanctuary Energy within this period. Your supply from Sanctuary Energy will commence in line with your next scheduled meter reading and after your cooling-off period. Your welcome letter will confirm your start date. There is no interruption to your power when transferring to Sanctuary Energy.

If you have not signed a contract with us but have moved into a premise where we supplied the previous resident, we will offer you a Negotiated Retail Contract and provide information on your right to choose your electricity retailer. If we haven't been able to make contact with you, your account will default to the Standard Retail Contract and Regulated Tariff prices in your State or Territory, and we will provide information in writing to ensure you are aware of your rights and details of our most competitive prices.

We will send you a written reminder to inform you when your Negotiated Retail Contract is due to expire. This will be sent between 20 and 40 business days before the expiry date to allow you time to determine whether you would like to sign a new Negotiated Retail Contract with Sanctuary Energy, revert to the Standard Retail Contract and Regulated Tariff prices in your state or territory with Sanctuary Energy, or change your electricity retailer. If we are entitled under your Negotiated Retail Contract, we may give you notice of the new tariffs and terms and conditions to apply after completion of the minimum term. Termination of your Negotiated Retail Contract after the minimum term will not attract an early termination fee.

If you are not moving from your premises, we require a minimum of 20 business days notice if you wish to terminate your contract with us. Your contract terms and conditions will detail the costs associated with ending your contract early, if applicable.

If you are moving from your premises, we require a written vacation notice in advance, including details of your forwarding address for your final account. The exact amount of notice depends upon the requirements of your local network Distributor and is detailed in your contract. This is generally between 3 and 10 business days. Not giving the required notice may mean that you remain responsible for electricity used until another electricity retailer becomes responsible for the premises or we enter into a retail electricity agreement with a subsequent occupant.

We may terminate your retail electricity agreement in certain circumstances, including where your account remains unpaid and we have arranged for the disconnection of electricity supply to your premises and any right you have to be reconnected has elapsed.

## **Billing, Charges and Payment**

We will send you a bill for your electricity at least once per quarter. As part of your Negotiated Retail Contract, however, we may have alternative arrangements, such as monthly bills. You can arrange electronic invoices at any time by providing an email address for the electronic invoice to be sent to. If you have opted for paper invoices, these will be issued to your supply address unless you have specifically arranged an alternate billing address with us. We can provide further information on understanding your bill if required.

Your bill will include charges as defined in your contract. In addition to pricing information, your bill will also contain such information as the date of your last meter reading; the estimated date of your next meter reading; your consumption or estimated consumption of electricity; your meter number and national meter identifier; the amount owing and the "pay by date"; a 24hr telephone number for faults, emergencies and force majeure events; and the average daily usage and greenhouse gas emissions associated with your electricity consumption.

If you are on a Negotiated Retail Contract, you should consult the terms and conditions of that agreement for the applicable price change events and charges. We will notify you from time to time of any price changes.

Your contract or tariff prices include the standard charges from your Distributor for your use of the distribution network, which can be printed on your bill (for your information) if requested. Any additional distribution services (eg connections, special reads) will incur additional costs which will be charged on your bill from us. As your retailer you can contact us to organise such services on your behalf and we can advise of any extra costs that will be payable. Administration costs may be payable if stated in your Negotiated Retail Contract.

There are several government rebates and concession schemes in place. Please contact us for information on eligibility requirements and to apply:

- **QLD:** Electricity (Pensioner) Rebate; Emergency Life Support Concession; Home Energy Emergency Assistance Scheme; Community Ambulance Levy Exemption. You can also contact the Concessions unit of the Queensland Department of Communities for more information about eligibility;
- **NSW:** Pensioner Energy Rebate; Life Support Electricity Rebate; Energy Accounts Payment Assistance;
- **ACT:** Energy Concession (incorporating pensioner rebate and healthcare rebate); Life Support Rebate; and
- **SA:** Energy Concession; Emergency Electricity Payment Scheme. You can also contact the Family & Youth Services with the SA Department of Human Services for more information about eligibility.

If it becomes apparent that we have undercharged or overcharged you for any reason, we will inform you within 10 business days and adjust your next invoice, unless you request otherwise. In both cases of under and overcharging, we will only reconcile back to 12 months prior to the discovery of the error, and no interest will be payable to you or charged by us. Where we have undercharged you, you can contact us to organise a plan for repayment, if required. If you are no longer supplied by Sanctuary Energy and you have overpaid for your electricity during your contract with us, we will use our best endeavours to pay the funds back to you. Please note that any illegal use of electricity will relinquish many of your rights in this section and we will seek full payment.

You should ensure that your payment is received by Sanctuary Energy or our agent, as stated in your contract, by the due date on the bill. Our bills state the payment methods available to you. We will always give you more than 12 business days from the invoice date, but specific payment periods will be determined in your contract. If you are paying by direct debit, we must agree the frequency and amount of those payments. We will confirm your ability to cancel the direct debit authority at any time, but you need to notify us of your wish to do so in writing. If a payment of a bill is made by cheque, direct debit or credit card, and that payment is dishonoured or reversed and we incur a fee as a result, we may recover that fee from you.

You can request a review of your invoice if required. We will inform you of the result as soon as possible, but within 20 business days. While we are reviewing a bill, we may request that you pay all charges that are not under review or an amount equal to the average amount of your bills

from the previous 12 months (excluding the period under review) and any other bills that remain outstanding. We will only review an invoice once per bill period. If you require your meter to be checked, we may request the fee charged by your Distributor or metering agent in advance. This will be refunded to you if a meter error is determined by the Distributor or metering agent.

If you raise a dispute on a particular part of your invoice, we may request that you pay all charges that are not disputed, including any levies and/or taxes on these charges. You may inform us how to apportion any part-payments that you make. You may be required to pay interest on undisputed billed amounts that remain unpaid, if your contract provides for this.

If you do not pay your bill by the payment due date, we may send a reminder notice giving a further payment due date. If payment is not received by that date, and you decline our offer of payment by instalments (or if you accept this offer, but fail to pay according to its terms), we may issue disconnection notice(s) and may subsequently disconnect your supply if you take no reasonable action to settle your account. Please see section on disconnection and reconnections below for more information.

It is important that you contact us if you are experiencing difficulties in paying your bill. We can discuss instalment plans whereby you can make regular payments on the amount outstanding on your account without affecting your supply of electricity. This is a fee-free service. We can also provide free information to assess your eligibility for rebates and concessions available from your state or territory government, provide energy efficiency advice to help reduce your bills, and provide information on financial counselling.

We reserve the right to shorten your payment period if you receive reminder notices for three (3) consecutive invoices or two (2) consecutive disconnection warnings. You would remain on this shortened payment period until three (3) consecutive bills are paid early or on time.

Sanctuary Energy is happy for payments to be received in advance of your invoice. Any funds transferred will be shown on your invoice, reducing the amount payable on your payment date. This payment method may be useful in managing your cash flow, or if you are absent for extended periods.

## Disconnections and Reconnections

You can ask us to disconnect your electricity supply at anytime. If you want to do so, please provide us with plenty of advance notice and a forwarding address to ensure the disconnection takes place in time so we can settle all outstanding amounts to pay.

We may also disconnect your supply but only within the rules set out by the applicable regulation, in summary, those rules are:

- Before we disconnect for an unpaid bill, we are obliged to use our best endeavours to contact you, give you a reminder notice and disconnection notices.
- If you are a residential customer, we are also required to give you information about government funded concessions, offer you alternate payment options and advise you of the existence of the Energy Ombudsman.
- If you are a business customer, we are required to offer you an extension of time to pay on

terms (which may include the payment of interest). If you have failed to accept the offer, or you have accepted the offer, but have refused or failed to take reasonable action to settle the debt, we may disconnect you immediately.

There may be other reasons why disconnection is necessary. These include:

- if you have repeatedly failed to allow access to your meter for the purposes of taking a meter reading, and we have followed the required procedure including attempting to contact you to obtain access, and providing you with a disconnection warning;
- if you have refused or failed to provide acceptable identification if requested;
- if you are required to provide a security deposit but have failed to do so;
- in an emergency; for health and safety reasons; for planned maintenance or if you have engaged in the illegal use of electricity under the applicable regulation.

You will not be disconnected in the following circumstances:

- if you, or someone living with you, depends on life support machine or you are registered as such by your Distributor;
- for non-payment of a bill where the amount outstanding is less than the amount approved by your jurisdictional regulators (ie ESCOSA in SA, QCA in Queensland, IPART in NSW or ICRC in ACT).
- if you have made a complaint, directly related to the reason for disconnection, to the Energy Ombudsman and the complaint remains unresolved;
- if your application to a Government department for an electricity concession, rebate or grant has not been decided;
- on a Friday, weekend, public holiday or the day before a public holiday, or after 3pm on any business day; or
- between 20 December and 31 December (inclusive) in any year (for Queensland customers only).

If you have been disconnected for failing to meet your obligations and you remedy the reason for disconnection within 10 business days of the disconnection, you can request that we reconnect your supply. However, a reconnection fee may apply. We will reconnect your premises in such circumstances in accordance with the applicable regulations in the relevant State.

## Security Deposits

We generally do not request security deposits from our customers. We may, however, request a deposit of up to 2.5 times a monthly bill or 1.5 times a quarterly bill in the following circumstances:

- if you are applying for a reconnection after being disconnected for non-payment;
- if you have a debt outstanding from a previous premise or previous electricity retailer;
- if you are a new customer and refuse to provide acceptable personal identification;
- if you have an unsatisfactory credit rating and alternate payment options cannot be agreed;
- if your business has an unsatisfactory payment history (business customers only);
- if your business has an unsatisfactory credit rating (business customers only).

Any security deposit held will accrue interest as stated in your contract, and will only be used to offset any unpaid bills that result in a disconnection or to offset a final bill. Your security deposit will be returned with accrued interest when you have established a good payment history with us. Typically, that means you will have paid your bills by their “pay by” date for one year, or you have stopped using electricity at the supply address and your final meter read is completed. If the amount of the security deposit is greater than \$100, you will be asked to decide how you would like the deposit repaid and to whom. We will follow your instructions within 10 business days.

## Metering and Estimating Consumption

If you have a basic meter installed at your premises, we will read and bill consumption at least quarterly. If we are unable to obtain an actual meter reading (eg we are unable to access your meter), we may estimate your consumption based on previous usage. We will use our best endeavours to ensure that an actual meter reading is obtained at least once a year. We may accept a meter reading given by you to allow us to reconcile your account if your last bill was based on an estimate. If we are unable to access your meter and you refuse to pay your estimated account, we may request a fee to cover our costs of returning to your premises again to obtain an actual meter reading.

If you have a smart meter from which we receive electricity usage, we will work with the people that read your meter (known as a Metering Data Agent or MDA) to ensure we have accurate meter data in time to produce your monthly or quarterly invoice. Where this is not possible, we will request estimated usage from the metering data agent and reconcile your account once the actual usage information is available.


You have a right to ask for a test of a meter at your premises. We will arrange a visit to your premises by the Meter Data Agent to test that the meter is operating correctly, and you will need to pay for the test. If the meter is faulty, we will arrange for the fault to be rectified and your meter test fee to be refunded.

It is your responsibility to:

- provide safe, convenient and unhindered access to your premises so that authorised people (adequately identified) can read or inspect the meter, connect or disconnect electricity supply and inspect and/or test the electrical installation;
- take reasonable measures to protect the equipment on your premises from damage and notify us of any problems; and
- prune or clear vegetation from electrical lines.

## Making an Enquiry or Complaint

Sanctuary Energy is committed to providing excellent customer service. We provide a local call phone number, email address, fax number and postal address to enable you to communicate with us. Our customer service team can help you with billing or payment enquiries, registration of special needs, referral to interpreter services, and can coordinate any issues that you have



with other electricity market participants, such as your Distributor for security of supply and reliability concerns. You may request any information we hold on your account and electricity consumption. We may charge an administration fee for bills covering periods more than 2 years before your request, or other information older than 12 months. You may be eligible for a rebate if we do not meet our minimum service standards, which are stated in your contract.

If you have had a problem or concern regarding our service or your rights, please contact our Customer Service team in the first instance. You can expect to be treated with courtesy and respect at all times, and we ask that our staff are treated in the same manner. Sanctuary Energy has complaints procedures that have been developed in accordance with the Australian Standard AS ISO 10002-2006: "Customer Satisfaction – Guidelines for complaints handling in organisations". We record, analyse, monitor and report on customer complaints and we are dedicated to reasonable resolution. If, however, you are unsatisfied with the outcome of your complaint, you may wish to contact the Energy Ombudsman in your State or Territory to have the matter reviewed. Our complaints procedure is detailed in our Customer Complaints leaflet, which was included in your welcome pack and also available on our website. You can also contact our customer service team to receive a copy.

## Connections

If you contact Sanctuary Energy and request a new connection, we will work together with your Distributor to provide you with access to the electricity network. We may request that you pay initial fees and charges determined by the Distributor for the work as well as providing personal identification, contact information, credit history information and/or a security deposit and advice on your anticipated usage. In addition, we may ask you to pay any outstanding debt from previous premises, except where an instalment plan is in place or a dispute remains ongoing. Safe access to your premises will be required for any connection work to take place.

Information on how we manage and advise new tenants in premises supplied by Sanctuary Energy is detailed in the Your Contract section of this customer charter.

## Your Privacy

All information that we collect about you is to aid transfer to Sanctuary Energy and administrate your account. Your explicit consent is required before we transfer your electricity supply to us, so we must ensure that you understand you are entering into a contract and consenting to transfer.

As part of supplying your electricity, it may be necessary for us to give some of your details to other participants in the electricity market (eg during arranging a connection with your local Distributor).

We will not reveal any information about you to any other party unless you have agreed in writing, or unless required or expressly permitted by law. We would never pass on your details to third party organisations for marketing purposes.

If we have issued you with a final invoice and your account remains unpaid, we may pass

on information to a third party collection agent to commence action. These actions would be in accordance with the Commonwealth Privacy Act 1988 and as permitted by the Privacy Commissioner.

You can contact us to access any personal information held by us or to request restrictions on the use of your personal information.

## Your Responsibilities

Please inform us if a person living at your premises requires life support equipment. You can contact us if you are unsure as to what is classed as life support equipment in your state or territory. We will lodge this information with your Distributor and provide you with the emergency phone number in case of concerns about your supply. If this person no longer needs life support equipment or vacates the premises it is your obligation to inform us as soon as possible.

Please advise us if you change any of your account details that will affect your payments to Sanctuary Energy. Please also inform us if you are not able to pay your bills in accordance with what has been agreed. We will need 3 days notice if there are insufficient funds in your account to cover your direct debit.

Please allow safe access to your premises to read your meter. We also ask that you take reasonable measures to protect the equipment on your premises from damage and notify us of any problems.

You need to understand that using or obtaining electricity other than in accordance with relevant Retail Code or Distribution Code may result in disconnection. Further, legal action may be sought to recover the cost of the electricity used and any equipment damage.

## Glossary

**Business Day** – a day other than a Saturday, Sunday, or a State/Territory-wide public holiday in your region.

**Small Customer** – a customer who consumes less than the following amount of electricity per annum:

- In Queensland and the Australian Capital Territory, less than 100 MWh
- In New South Wales and South Australia, less than 160 MWh

**Distributor** – Owner and operator of substations and the wires that transport electricity from distribution centres to end-use consumers.

**Ombudsman** – If you are unsatisfied with how your electricity retailer has handled or resolved a complaint, you may wish to contact the Energy Ombudsman in your State or Territory to have the issue reviewed. For further information on your Energy Ombudsman, please visit:

- Energy and Water Ombudsman NSW (EWON) [www.ewon.com.au](http://www.ewon.com.au)  
1800 246 545
- Energy Industry Ombudsman SA (EIOSA) [www.eiosa.com.au](http://www.eiosa.com.au)  
1800 665 565
- Energy Ombudsman QLD (EOQ) [www.eoq.com.au](http://www.eoq.com.au)  
1800 662 837
- Essential Services Consumer Council of the ACT (ESCC) [escc@sct.gov.au](mailto:escc@sct.gov.au)  
02 6207 7740



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