

To buy energy, you enter into a contract with a retailer. The retailer then contracts with the distributor to connect your property to the network and supply energy.

Types of contracts

There are two types of contracts a retailer may offer: standard form contracts or non-standard contracts.

Standard form contracts

Retailers who want to supply energy to residential and small business customers must have an ERA approved standard form contract.

Copies of all approved standard form contracts can be found on the ERA website (www.erawa.com.au).

If you choose a standard form contract, you can agree to the contract over the telephone when ringing a retailer to set up an account. If the contract is a result of door-to-door marketing, you must sign the contract.

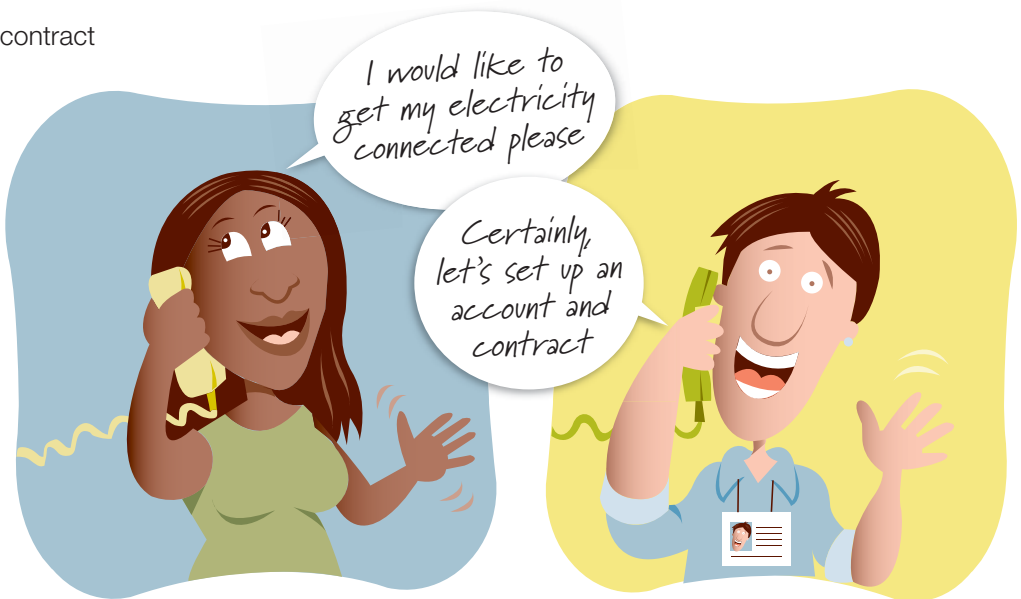
Non-standard contracts

You and the retailer can negotiate terms and conditions different from the standard form contract. This is called a non-standard contract. Although a non-standard contract does not require the ERA's approval, it must still comply with the relevant laws.

If you choose a non-standard contract, you must show that you consent to the contract by signing it, unless you are the one who initiated the request.

TIP!

If you choose to have a non-standard contract, be sure to check carefully the terms and conditions of the agreement.



What happens if you don't enter into a contract

If you use energy in your home or business without contacting a retailer and entering into a contract, you are 'deemed' to be supplied under the standard form contract of the retailer assigned to your property.

Is there an obligation to supply energy?

Electricity

Synergy and Horizon Power are the only retailers who must supply you with electricity, if you request supply and:

- your property is:
 - connected to the distribution network; or
 - not connected to the distribution network but within 100 metres from the distribution network (subject to certain conditions); and
- you do not have an outstanding debt or you have made an arrangement to pay the debt.

Synergy and Horizon Power have to offer to supply you electricity under their standard form contract.

Gas

Gas retailers will generally offer to supply you under their standard form contract. If a gas retailer agrees to supply you, they may impose certain conditions, for example, requiring you to pay an outstanding debt or requiring a security deposit.

Marketing agents

Marketing agents represent retailers and may approach you in person, by telephone, fax or email to promote the services of a retailer. Marketing agents must follow national and state rules when marketing energy to you. These rules include that marketing agents must:

- identify themselves when approaching you and explain who they are;
- provide a complaints telephone number;
- provide you with certain information before, during and after you enter into a contract; and
- not contact you outside the permitted call times.

Retailers are responsible for marketing done on their behalf. If you say that you do not wish to be contacted for the purposes of marketing, the retailer must ensure that an agent does not contact you within the next two years.

You can also register your telephone number with the *Do Not Call Register*. Listing your number with the Register ensures that you do not receive telemarketing calls from all sources (not just energy retailers) and lasts for five years. For more information, ring 1300 792 958 or go to the website at www.donotcall.gov.au.

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