

# Fixed Energy Plan (FEP) Business with Adonis Energy



Adonis Energy FEP terms and conditions for business customers  
effective 22 October 2024

## Fixed Energy Plan (FEP) Terms and Conditions – Business

These terms and conditions apply to all new fixed energy plans that start on or after 22 October 2024

1. Any terms and conditions set out in any offer to you ("Offer") form part of Adonis Energy's Fixed Energy Plan ("Plan") terms and conditions. The terms and conditions of the Plan are additional to, and should be read in conjunction with, our Standard Terms and Conditions for the Supply of Electricity ("Standard Terms"). In the event of inconsistency between the Plan terms and conditions and our Standard Terms, the Standard Terms shall prevail, except that the sentence "These fees and charges may change from time to time." under "Our fees and charges" on page 19 of our Standard Terms (which deals with changes to rates) will not apply to the fixed Adonis Energy charges payable by you.
2. Our Fixed Energy Plan applies only to the electricity you purchase from us. It does not apply to export electricity that we purchase from you unless you agreed to an export Fixed Energy Plan.
3. The charges applicable to your Fixed Energy Plan are set out in our Offer. Subject to paragraphs 4, 5 and 6 below, only the rates set out under the "Adonis Energy charges" section in our Offer are fixed. The other charges contained in our Offer, including the "Network charges" and the "Electricity Authority Levy Charge", are not fixed and may be changed during the term of the Plan, provided we have advised you of that change in accordance with our Standard Terms.
4. If the amount of Goods and Services Tax ("GST") that applies to your rates changes during the term of the Plan, we may change the quoted rates to reflect that change to GST, provided we have advised you of that change in accordance with our Standard Terms.
5. Adonis Energy may recover any additional governmental or regulatory charges that it incurs during the term of the Plan and which are not otherwise provided for in paragraphs 3 and 4 above, provided we have advised you of the change in accordance with our Standard Terms.
6. If, for any reason, the information that Adonis Energy has relied on to set the charges for you under this Plan is incorrect (for example, if the meter set-up referred to on your previous retailer's bill

differed to your actual set-up), We may adjust your charges, as We considers necessary.

7. If you are entitled to a discount it will be shown on your invoice.
8. **Start Date:** The Plan will start on the Start Date. "Start Date" means the date outlined in our Offer to you.
9. **Expiry Date:** The Plan will expire on the Expiry Date, unless it terminates at an earlier date in accordance with these terms and conditions. "Expiry Date" means the date outlined in our Offer to you.
10. We will endeavour to offer you the option of either moving on to a variable pricing plan or accepting the terms and conditions of a new Fixed Energy Plan ("New Fixed Energy Plan"), prior to and with effect from the Expiry Date ("New Offer").
11. You must agree and accept the terms and conditions of one of the options in the New Offer or switch to another retailer. If you fail to advise us of which option you accept by the date set out in the New Offer, you will be deemed to have accepted the terms and conditions of the New Fixed Energy Plan.
12. If we have not made you a New Offer prior to the Expiry Date, we agree to continue to supply electricity to you under the terms and conditions of this Plan and paragraph 11 will only apply from the date at which we contact you with a New Offer.
13. **Relocation:** Adonis Energy's Fixed Energy rates differ between Network regions and meter configurations, and are not available in some Network regions and/or with some meter configurations. This means that if you move premises before the Expiry Date the following will apply:
  - a. if Adonis Energy makes a Fixed Energy plan available at your new location, you may remain on the Plan, however the rates that will apply will be the rates applicable at that new location, as at the Start Date of the Plan. You will be charged at the rates applicable to your new location from the date that we have recorded on the Registry as the retailer of the Installation Control Point(s) ("ICP(s)") located at your new premises ("Transfer Date").
  - b. if Adonis Energy does not make a Fixed Energy plan available at your new location, then before you relocate you must either:

- i. accept and agree to a new plan, in which case the Plan will terminate on the Transfer Date and your new plan will apply to electricity we supply to your new premises after that date; or
- ii. switch to a different electricity retailer, in which case the Plan will terminate on the date your new electricity retailer is recorded on the Registry as the retailer at the ICP(s) located at your new premises and Exit Fees will apply in accordance with paragraph 14 below (unless paragraph 15 applies).

**14. Termination:** The Plan will terminate if:

- a. you terminate the Plan by notifying us by email to [electricity@adonisenergy.net](mailto:electricity@adonisenergy.net) or calling on of the contact numbers listed on our website, in which case the Plan will cease to apply:
  - i. if you switch to another electricity retailer, on the date that your new electricity retailer is recorded on the Registry as the retailer of the Serviced ICP(s); or
  - ii. if you remain with Adonis Energy but switch to another plan, from the date you accept and agree to the terms and conditions of the new plan.
  - iii. you move premises as described in paragraph 13 above and do not remain on the Plan. In these circumstances the Plan will cease to apply on the date determined in accordance with paragraph 13;
  - iv. you advise another electricity retailer that you wish to switch your electricity supply. In these circumstances the Plan will cease to apply on the date your new electricity retailer is recorded on the Registry as the retailer of the Serviced ICP(s); or
  - v. the lines company's price category for your ICP(s) changes (which means that the basis on which we have set your energy price

has changed), or the capacity or metering configuration of the Serviced ICP(s) changes, and Adonis Energy determines, at its sole discretion, that it no longer wishes to make the Plan available to those ICPs. In these circumstances we will give you at least 30 days' written notice of the date on which the Plan will cease to apply and will advise you of the alternative plans and rates available to you after that date.

15. These terms and conditions apply to all new Fixed Energy Plans that start on or after 22 October 2024. They replace any previous agreement(s) we have with you.

### **Defined Terms**

'we', 'us' and 'our' refers to Gallagher & Co Consultants Limited trading as Adonis Energy and any subsidiary company, and includes their officers, employees, contractors, agents, successors and assignees. In the Access and Network and other requirements sections, it also includes any party who owns energy supply equipment on your premises, including network operators and meter owners.

## **To contact us**

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