# Factsheet

# **Energy contracts: how to choose**



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We are independent. Our complaint resolution service is free, fair and easy to use. If we can't help you, we will tell you about someone who can.

#### **Energy in South Australia**

South Australia's energy markets are de-regulated. This means providers can compete for business. It also means you can:

- choose which provider to use
- change providers if you want to.

To compete for your business, energy providers offer different contracts or plans.

#### Contracts

Most energy suppliers offer two types of contracts:

- 1. standard retail contracts (SRCs) or plans
- 2. market retail contracts (MRCs) or plans.

If you haven't negotiated an MRC with your provider, you are probably on an SRC.

#### **Standard retail contracts**

#### Pricing and terms

An SRC is the simplest type of contract – every provider must offer one. It must follow the model terms and conditions and meet the minimum standards in the National Energy Retail Rules.

These model terms limit how much an energy provider can charge on an SRC. This limit is called the default market offer standing offer price cap. It is also known as the **reference price**.

An SRC:

- cannot be above this reference price
- cannot change the price more than once every 6 months
- is unlikely to offer any discounts.

#### Ending your SRC

An SRC is an ongoing contract with no fixed term. You can end it at any time.

### Market retail contracts

#### Pricing and terms

An MRC is an agreement between you and your energy provider about the price and conditions of your energy.

There are no model terms and conditions for an MRC but it must meet the minimum standards in the National Energy Retail Rules.

This means the price will be set by the provider and it can be higher than the **reference price**.

Because the price is set by the provider:

- you can sometimes get discounts
- the price can change at any time, even straight after you've signed your contract.

Some providers may offer plans where the price is fixed for a set period. This might be called:

- a fixed price
- a price guarantee or a price freeze.

Ending your MRC

There are two types of MRCs:

- 1. fixed term
- 2. ongoing.

A fixed term MRC means you agree to buy your energy from that provider for a set time. You can be charged an exit fee if you want to end your contract before that time is up.

An ongoing MRC does not have a fixed term. You can end an ongoing MRC at any time and you can't be charged an exit fee.

# Choosing your energy plan

#### Compare plans

Energy providers must have a basic plan information document for each of their offers that tells you:

- the price
- the fees and charges
- the contract details.

For each plan, the provider must estimate a cost for the year that includes all the fees and discounts. The provider must show you how this cost compares with the **reference price** as a percentage.

Before you sign a contract, check how the plan compares to the reference price and how the plan compares with other plans. This can help you get a good deal.

An MRC with a percentage higher than the reference price usually means you will pay more than you would on an SRC.

The *Energy Made Easy* website by the Australian Energy Regulator (AER) can help you compare plans in your area. Visit <u>energymadeeasy.gov.au</u> or call 1300 585 165.

# Ask for a personal estimate

The provider's prices are based on the average use in your area. You could end up paying more or less than this price:

- If you use more energy than average, your bill will be higher.
- If you use less energy than average, your bill will be lower.

Ask for an estimate based on your actual use. You will need to give the provider your street address to get this.

# Understand your contract

A contract is legally binding so read it carefully. Do not sign it until you understand it. If you don't understand something, ask the provider. Make sure you understand:

- when your contract will start and end
- when your cooling off period ends
- how much you will pay for the energy you use
- if and how this rate will change for different days and different times
- what any discounts mean
- how and when you will receive your bill
- how you can pay
- what fees and charges apply
- what happens when your contract ends.

#### Keep your contract

Keep a copy of the contract you agree to. If you have any issues, you will need it.

# **Cancelling your contract**

All contracts have a 10-day cooling-off period. You can change your mind and cancel the contract any time in this period. You don't have to say why. Tell your provider in writing and keep a copy.

# **Changing your contract**

If you're on an SRC or an ongoing MRC, you can change your contract at any time.

If you are on a fixed term MRC, you can change your contract at the end of the fixed term. If you want to change before this, you could be charged an exit fee.

# Changing your provider

If you're on an SRC or an ongoing MRC, you can change your provider at any time.

If you're on a fixed term MRC, you can change your provider at the end of your fixed term. If you want to change before this, you could be charged an exit fee.

# More help

To learn more about contracts, read our fact sheets: *Energy contracts: what providers must do* and *Making a complaint.* 

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We acknowledge and respect the important connection of First Nations people to their lands and waters. Together we can learn, as we listen and observe the world's oldest living culture, therefore harmonising with their customs and traditions.