

Contents of the Disclosure Statement

A RES or Local RES shall ensure that, at the time a customer expresses its interest to enter into a Retail Supply Contract with the RES or Local RES, a Disclosure Statement is provided to the customer, covering the following information:

1. The full name, business address, telephone and facsimile numbers and e-mail address of the RES or Local RES;
2. The type, frequency of bills and payment methods the customer will receive;
3. The details of all applicable prices, charges, and service levels that will apply to the customer, where the RES or Local RES must declare that the price offered is inclusive of all costs in connection with the sale of electricity;
4. Any price and charges payable under or in connection with the Retail Supply Contract other than for the electricity that is to be sold under said contract (including any costs associated with the provision of infrastructure such as electricity meters);
5. The price adjustment mechanism, if RES or Local RES is adopting a variable pricing offer;
6. Any additional charge of any type which is or may become payable under the Retail Supply Contract including penalties, fees, interest and other expenses which may be payable by the customer if the customer defaults or is late in making payments that are due under the Retail supply Contract;
7. Any requirement for the payment of funds or security deposit, the amount of such funds or security deposit, the circumstances in which that fund or security deposit (or any part of it) may be retained by the RES or Local RES, and the circumstances in which that security deposit, and the interest earned by such deposit, must be returned to the customer;
8. The circumstances in which the RES, Local RES or the customer may terminate the Retail Supply Contract;
9. The early termination charges which may apply if the customer terminates the Retail Supply Contract prior to its expiry date and after the Cooling-Off Period, and the method of calculation of those charges;
10. Details of the right conferred on a customer to cancel the Retail Supply Contract in accordance with Article II, Section 13 of the Code of Conduct for Competitive Retail Market Participants (including the manner in which the customer may do so);
11. Details of the procedures approved by the ERC under Article II, Section 15 of the Code of Conduct for Competitive Retail Market Participants to resolve complaints by customers and the right under those procedures for customers to refer such complaints to the ERC if they are not satisfactorily resolved; and
12. Circumstances by which a customer may be transferred to the Supplier of Last Resort.