



Embedded Network Hardship Policy

Electricity and Gas

Version 2

Effective October 2026

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1. Introduction

Vicinity Centres PM Pty Ltd (Vicinity) is committed to supporting Customers experiencing Payment Difficulty within the Embedded Network for electricity or gas.

Vicinity recognises that Customers may face vulnerable circumstances that impact their ability to manage their energy accounts. This Policy outlines the support available and ensures customers are treated with dignity, respect and confidentiality.

Customers may experience hardship due to:

- illness
- family violence
- unemployment
- reduced income
- death of a family member
- other unforeseen circumstances

Vicinity will consider all relevant circumstances and act fairly and reasonably when assessing hardship assistance requests and Vicinity will advise customers of the outcome of a hardship assistance assessment within 10 Business Days of receiving sufficient information to assess the request.¹

This Policy is in addition to any rights customers may have under applicable state or territory legislation (for example, tenancy legislation).

Customers may request a free copy of this Policy at any time.²

2. Purpose

The purpose of this Policy is to:

- Provide a structured and consistent approach to supporting customers experiencing hardship
- Ensure customers receive fair, respectful and confidential assistance
- Minimise financial stress and disconnections where possible
- Define Vicinity's obligations in protecting customer information

3. Scope

This Policy applies to Residential Customers supplied through a Vicinity Embedded Network. The assistance and protections available to a Customer may vary depending on the laws and regulatory requirements applying in the relevant jurisdiction.

Customers affected by family violence may also be eligible for assistance under Vicinity's Family Violence Policy.³

¹ Condition 26(5)(b) AER Retail Exempt Selling Guidelines (Version 7)

² Condition 2(1)(g) and 9(1)(e) AER Retail Exempt Selling Guidelines (Version 7)

³ Condition 9(1)(e) AER Retail Exempt Selling Guidelines (Version 7)

4. Definitions

The following definitions are relevant for the purpose of this Policy:

Table 1: General Policy Definitions

Term	Definition
Business Days	means a day other than a Saturday, Sunday or public holiday in the State or Territory in which the Customer's premises are located.
Customer	means a Residential Customer to whom this Policy applies.
Residential Customer	means a person who acquires electricity or gas supplied through a Vicinity Embedded Network at residential premises primarily for personal, domestic or household purposes.
Embedded Network	means a private electricity or gas distribution arrangement supplying multiple Customers behind a parent connection.
Hardship	means a situation where a Customer is experiencing difficulty meeting their financial obligations due to factors such as illness, family violence, unemployment, bereavement, or other unforeseen circumstances.
Hardship Assistance	means any assistance provided by Vicinity under this Policy to support a Customer experiencing Hardship or Payment Difficulty.
Payment Difficulty	means inability to pay an energy account by the due date due to financial stress.
Payment Arrangement	means a form of Hardship Assistance under which Vicinity and a Customer agree that the Customer pays an outstanding energy account, or ongoing energy charges, over an agreed period and on agreed terms.

5. Vicinity's Roles and Responsibilities

5.1 All Team Members

- Treat customers with respect, empathy and fairness
- Maintain confidentiality of customer information
- Escalate cases requiring additional support
- Work collaboratively with Customers to manage payment difficulties
- Consider individual customer circumstances
- Vicinity will only discuss a Customer's energy contract or energy bills with the Customer, or a person authorised by the Customer to communicate with Vicinity on their behalf.

5.2 Embedded Network Team

- Oversee the administration of this Embedded Network Hardship Policy and Hardship Assistance
- Ensure compliance with regulatory frameworks

5.3 Training

Vicinity will provide appropriate training to its employees involved in customer account management to ensure they:

- understand hardship obligations;
- can identify indicators of vulnerability;
- communicate appropriately with affected customers; and
- apply this policy consistently.

6. Policy Principles

The principles below are the minimum standard expected for Vicinity:

6.1 Customer – Centric Approach

Vicinity will treat all customers experiencing hardship with dignity, respect and sensitivity.

6.2 Early Identification and Support⁴

Customers experiencing difficulty will be identified early and offered assistance proactively.

6.3 Confidentiality and Safety

Customer information, particularly in family violence cases, will be handled securely and confidentially.

6.4 Flexibility

Support solutions will be tailored to individual circumstances.

6.5 Minimisation of Harm

Vicinity will seek to minimise disconnection and financial escalation wherever possible.

7. Support for Customers Experiencing Hardship⁵

Customers experiencing, or at risk of experiencing, financial hardship or difficulty in paying their energy bills and to help avoid arrears, should contact Vicinity as soon as practicable to discuss the assistance available under this policy. Refer to Section 11 for contact details.

Vicinity encourages customers to contact Vicinity about Hardship Assistance if they are experiencing:

- A history of late payments
- Previous Payment Arrangements that were not completed
- Requested payment extensions
- Receipt of a disconnection warning notice
- Been disconnected for non-payment
- Are eligible for relevant government or non-government energy rebate, concession or relief scheme
- Personal circumstances where hardship support may help. For example, death in the family or job loss.

Vicinity will offer hardship assistance where:

- a Customer advises they are experiencing difficulty paying an energy bill;
- Vicinity identifies indicators that the Customer may be experiencing payment difficulty⁶
- a financial counsellor or community worker refers the Customer to Vicinity

Vicinity will consider all relevant circumstances and act fairly and reasonably when assessing hardship assistance requests.

Where a Customer is determined to be ineligible for Hardship Assistance, Vicinity will provide the Customer with the reasons for the decision.⁷

⁴ s43C(d) *Electricity Industry Act 2000* (Vic); s48GC(d) *Gas Industry Act 2000* (Vic)

⁵ Condition 26(3)(a) AER Retail Exempt Selling Guidelines (Version 7)

⁶ s43C(d) *Electricity Industry Act 2000* (Vic); s48GC(d) *Gas Industry Act 2000* (Vic)

⁷ Condition 26(6)(a) AER Retail Exempt Selling Guidelines (Version 7)

7.1 Flexible Payment Arrangements⁸

Depending on the Customer's individual circumstances and the information provided by the Customer, Vicinity may offer one or more of the following forms of assistance:

- Instalment plans⁹
- Extended payment terms¹⁰
- Reduced or deferred payments
- Alternative payment frequencies¹¹
- Paying for energy use in advance¹²

When developing a payment arrangement, Vicinity will consider:

- the Customer's capacity to pay;¹³
- the amount owing;¹⁴
- expected energy consumption in the next 12 months or for the duration of the Customer's tenancy if the tenancy agreement is less than 12 months;¹⁵
- the Customer's personal circumstances;¹⁶ and
- any financial hardship or family violence factors impacting payment.

Written payment plans will include:

- total amount owing
- agreed instalment amount¹⁷
- payment frequency and timing¹⁸
- duration of the arrangement¹⁹
- number of payments required
- explanation of how the arrangement was calculated

If a Customer misses a payment, Vicinity will contact the Customer to determine whether assistance is required.

7.2 Energy Usage Assistance²⁰

Customers may receive information on:

- Energy consumption
- Tariffs and billing
- Energy efficiency
- Reducing usage
- Customers may be referred to Energy Made Easy and other resources that provide practical advice on reducing energy consumption and managing energy costs.

Where required by applicable Victorian legislation, Vicinity may provide information, advice or an assessment of a Customer's electricity usage patterns and may offer flexible options to assist eligible Customers in obtaining

⁸ Condition 9(1)(a), 12(1), and 26(3)(b) AER Retail Exempt Selling Guidelines (Version 7); s43C(a) *Electricity Industry Act 2000* (Vic); s48GC(a) *Gas Industry Act 2000* (Vic); Part 6 Division 1 Clause 125(1) Essential Services Commission Energy Retail Code of Practice Version 6 (1 July 2026) VIC

⁹ Part 6 Division 1 Clause 125(2)(a) Essential Services Commission Energy Retail Code of Practice Version 6 (1 July 2026) VIC

¹⁰ Part 6 Division 1 Clause 125(2)(c) Essential Services Commission Energy Retail Code of Practice Version 6 (1 July 2026) VIC

¹¹ Part 6 Division 1 Clause 125(2)(b) Essential Services Commission Energy Retail Code of Practice Version 6 (1 July 2026) VIC

¹² Part 6 Division 1 Clause 125(2)(d) Essential Services Commission Energy Retail Code of Practice Version 6 (1 July 2026) VIC

¹³ Condition 12(2)(a) AER Retail Exempt Selling Guidelines (Version 7)

¹⁴ Condition 12(2)(b) AER Retail Exempt Selling Guidelines (Version 7)

¹⁵ Condition 12(2)(c) AER Retail Exempt Selling Guidelines (Version 7)

¹⁶ Condition 26(5)(a) AER Retail Exempt Selling Guidelines (Version 7)

¹⁷ Condition 12(3)(b) AER Retail Exempt Selling Guidelines (Version 7)

¹⁸ Ibid

¹⁹ Condition 12(3)(a) AER Retail Exempt Selling Guidelines (Version 7)

²⁰ Condition 9(1)(b) and 26(3)(c) AER Retail Exempt Selling Guidelines (Version 7)

replacement electrical equipment designed for domestic use where this may assist the Customer in reducing energy consumption or alleviating payment difficulties.²¹

Customers may also refer to the following websites for information on how to save on energy consumption.

Table 2: Energy plans comparison websites

Organisation / State	Website
Energy Made Easy – NSW/QLD/SA/TAS	https://www.energymadeeasy.gov.au
Victorian Energy Compare	https://compare.energy.vic.gov.au

7.3 Access to External Support²²

Vicinity may refer Customers to:

- Government assistance programs
- Concessions and rebates
- Financial counselling services (e.g. National Debt Helpline)

7.4 Hardship Assistance Options

- payment matching arrangements;
- temporary payment pauses;
- debt review;
- review of billing arrangements;
- referral to concessions and government support programs.

8. Protections During Hardship Assistance

Where a Customer is receiving approved Hardship Assistance, Vicinity will not:

- charge late payment fees on electricity or gas charges;²³
- require a security deposit;²⁴
- change a payment arrangement without the Customer's agreement.²⁵

9. Customer Responsibilities

Customers receiving assistance are expected to:

- Engage in good faith
- Provide accurate information
- Meet agreed payment arrangements where possible
- Advise Vicinity of changes in circumstances

Assistance may be reviewed if:

- Payment arrangements are not maintained
- Communication ceases

Customers must:

²¹ s43C(b)-43C(c) *Electricity Industry Act 2000* (Vic); s48GC(b)-43C(c) *Gas Industry Act 2000* (Vic)

²² Condition 26(3)(c) AER Retail Exempt Selling Guidelines (Version 7)

²³ Condition 9(1)(f) AER Retail Exempt Selling Guidelines (Version 7)

²⁴ Condition 9(1)(g) AER Retail Exempt Selling Guidelines (Version 7)

²⁵ Condition 12(5) AER Retail Exempt Selling Guidelines (Version 7)

- Notify Vicinity as soon as practicable if their circumstances change and they are no longer able to meet their payment obligations under the agreed payment arrangement. Vicinity will review the Customer's payment arrangement and discuss any appropriate alternatives.
- Notify Vicinity of any changes to their contact details.

Vicinity may review or discontinue the assistance being provided under this Policy if a Customer:

- stops making payments under their agreed payment arrangement; or
- do not notify Vicinity when their contact details change.

If a Customer has had two Payment Arrangements cancelled in the last 12 months due to non-payment:

- Vicinity may review whether a further Payment Arrangement is appropriate, having regard to the Customer's circumstances and applicable regulatory requirements.²⁶
- Vicinity will only disconnect a Customer's energy supply as a measure of last resort and in accordance with applicable laws and regulatory requirements.²⁷

Payment plans do not apply where the Customer has been convicted of an offence involving illegal use of energy in the previous two years.²⁸

10. Disconnection and Credit Management in relation to Hardship Policy

Vicinity will make reasonable efforts to engage with a customer experiencing hardship before progressing disconnection action.

Before any disconnection Vicinity will:

- Attempt contact with the Customer
- Provide information about available assistance
- Offer reasonable notice
- Consider vulnerability and support needs

11. General Queries, Applications, Complaints and Dispute Resolution

Customers may lodge a query, application or complaint via:

Vicinity Centres PM Pty Ltd

Phone: 03 8657 4110

Email: electricity.queries@vicinity.zendesk.com, gas.queries@vicinity.zendesk.com

Address: National Office, Level 4, Chadstone Tower One, 1341 Dandenong Road, Chadstone VIC 3148

If unresolved, Customers may escalate to external bodies listed in Table 5 (e.g. Ombudsman Schemes).

12. Support Services²⁹

Depending on the state or territory, a Customer may be eligible for other forms of assistance with their energy bills.

Vicinity Centres will refer Customers to the following websites that tell Customers about other ways they can get help to pay their energy bill such as:

- Government relief schemes/Energy Rebates

²⁶ Condition 12(4)(a) AER Retail Exempt Selling Guidelines (Version 7)

²⁷ Part 6 Clause 121(1) Essential Services Commission Energy Retail Code of Practice Version 6 (1 July 2026) VIC

²⁸ Condition 12(4)(b) AER Retail Exempt Selling Guidelines (Version 7)

²⁹ Condition 9(1)(c), 13(1), and 26(3)(c) AER Retail Exempt Selling Guidelines (Version 7)

- Vicinity Centres will claim the energy rebate concession or support under a relief scheme on the Customer's behalf (if required to do so) as soon as practicable and if the claim is successful, we will credit the rebate, concession or support to the Customer's bill.³⁰
- Concession programs

Table 3: Government Relief Schemes / Energy Rebates / Concessions

Relief Scheme	Website
Victoria	https://services.dffh.vic.gov.au/utility-relief-grant-scheme
New South Wales	https://www.service.nsw.gov.au/services/energy-and-utilities
Queensland	https://www.qld.gov.au/community/cost-of-living-support/concessions/energy-concessions
South Australia	https://www.sa.gov.au/topics/care-and-support/concessions/household-concessions/energy-bill-concessions
Western Australia	https://www.wa.gov.au/organisation/energy-policy-wa/household-energy-pricing-and-payment-support https://www.wa.gov.au/government/publications/apply-the-energy-concession-extension-scheme
Tasmania	https://www.concessions.tas.gov.au/browse-categories/electricity

Table 4: List of Financial Support Services³¹

Service	Contact Details
National Debt Helpline	Call 1800 007 007 (9.30 am – 4.30 pm Monday to Friday).
Financial counselling services	Financial Counselling Australia https://www.financialcounsellingaustralia.org.au/
MoneySmart	https://moneysmart.gov.au
Department of Climate Change, Energy, the Environment and Water	https://www.energy.gov.au/

Where a Customer is eligible for any of these programs, the Customer should advise Vicinity as soon as practicable so that eligibility can be considered as part of the assistance available under this Policy.

13. Ombudsman Schemes³²

If a Customer is dissatisfied with the outcome of a complaint, the relevant energy ombudsman scheme can help resolve a complaint about their electricity or gas seller.

If a Customer has a complaint that cannot be resolved with their energy seller, they should contact the ombudsman scheme in their state.

³⁰ Condition 13(2) AER Retail Exempt Selling Guidelines (Version 7)

³¹ Condition 9(1)(d) and 26(3)(c) AER Retail Exempt Selling Guidelines (Version 7)

³² Condition 26(6)(b) AER Retail Exempt Selling Guidelines (Version 7)

Table 5: List of State Ombudsman and Tribunals

State	Contact	Mail	Email	Web	Phone
NSW	New South Wales Energy and Water Ombudsman NSW	Reply Paid 86550, Sydney South, NSW 1234	omb@ewon.com.au	www.ewon.com.au	1800 246 545
NSW	NCAT – New South Wales Civil & Administrative Tribunal	GPO Box 4005, Sydney NSW 2001	ccdsydney@ncat.nsw.gov.au	www.ncat.nsw.gov.au	1300 006 228
QLD	EWOQ - Energy and Water Ombudsman Queensland	PO Box 3640 South Brisbane, QLD 4001	complaints@ewoq.com.au	www.ewoq.com.au	1800 662 837
SA	Energy Industry Ombudsman SA	GPO Box 2947, Adelaide SA 5001	contact@ewosa.com.au	www.ewosa.com.au	1800 665 565
VIC	Energy and Water Ombudsman (Victoria)	Reply Paid 469, Melbourne, VIC 8060	ewovinfo@ewov.com.au	https://ewov.com.au/	1800 500 509
WA	Western Australia State Administrative Tribunal	GPO Box U1991, Perth 6845	sat@justice.wa.gov.au	www.sat.justice.wa.gov.au	1300 306 017
TAS	Energy and Water Ombudsman TAS	GPO Box 960 Hobart TAS 7001	ombudsman@ombudsman.tas.gov.au	www.ombudsman.tas.gov.au	1800 001 170

14. Privacy

All information collected under this Policy will be handled in accordance with Vicinity's Privacy Policy and applicable legislation.

Customer vulnerability information will remain confidential unless:

- The Customer provides consent
- Disclosure is required by law

15. Reporting and Monitoring

Vicinity will:

- Maintain records of assistance provided
- Identify systemic issues
- Implement continuous improvement

16. Review

This Policy will be reviewed annually or earlier if required due to regulatory or operational changes.