



# POWER & GAS ENERGY MARKET CONTRACT

## Terms & Conditions

### **Important Notice to the Consumer**

You have a right to cancel this agreement within 10 Business Days from and including the day after You signed or received this agreement. Details about Your additional rights to cancel this agreement are set out in the information attached to this agreement.

## Section 82

### Australian Consumer Law Rule 47

#### National Energy Retail Rules

##### **Right to cancel / withdraw from this agreement within 10 a Business Day cooling off period**

You have a right to cancel or withdraw from this agreement without any reason within 10 Business Days from and including the day after You signed or received this agreement.

##### **Extended right to cancel this agreement**

If the supplier has not complied with the law in relation to unsolicited consumer agreements, You also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete the notice on the first page of these Terms and Conditions and **send it to Commander Power & Gas at:**

Commander Power & Gas Attn Accounts  
Level 10, 452 Flinders Street  
Melbourne Vic 3001

**Or Fax it to** 1300 374 226

**Or email them at** [CPG.Cancellations@commander.com](mailto:CPG.Cancellations@commander.com)

**Or Call them on** 1300 857 073

**Note: Victorian Residents:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

# CANCELLATION NOTICE

## Supplier Details:

Supplier name: Commander Power & Gas

Supplier address: Level 10, 452 Flinders Street Melbourne Vic 3001

Supplier fax number: 1300 374 226

Goods or services to be supplied under agreement:

Date of Agreement:

Customer Full Name:

Address:

Suburb:

State:

Account No: (on welcome letter)

## I WISH TO CANCEL THIS AGREEMENT

Signature:

Date:

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## Preamble

This Energy Market Contract is about the sale of Energy to You as a customer of Commander Power & Gas, at Your premises. This contract is a market contract that You agree to, which outlines the general Terms and Conditions under which You will be supplied Energy by Commander Power & Gas. This contract operates in conjunction with Your Market Contract Summary, which details the Rates, charges and other specific Terms and Conditions of the Energy supply to your property.

In addition to this contract, the Energy Laws and other consumer laws also contain rules about the sale of Energy and We will comply with these rules in our dealings with You. For example, the Energy Laws in your state may set out specific rights and obligations about Energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

You may also have a separate contract with Your Distributor, called a Customer Connection Contract. The Customer Connection Contract deals with the supply of Energy to your premises and can be found on Your Distributor's Website.

From 1 December 2017, new National Energy Laws will apply to new and replacement electricity metering, requiring your Energy Retailer to arrange for the installation and the replacement of faulty electricity meters. Retailer will also be responsible for the ongoing reading and maintenance of these new electricity meters. All new meters will be required to be advanced digital meters, offering many benefits to customers, including (but not limited to) remote reading and faster access to usage information.

**Note: Victorian Residents:** *The new Retailer electricity metering arrangements do not apply to customers in Victoria at this time, where new and replacement meters remain the responsibility of the local Distributor. However, the applicable parts of these Energy Market Terms and Conditions will apply when the Victorian Government allows Victorian Retailers to select their meter supplier under the applicable National Energy Laws.*

More information about this contract and other matters is on our Website [www.commander.com/cpginfo](http://www.commander.com/cpginfo).

## 1 Who are the parties to this Energy Market Contract?

This Energy Market Contract is made between:

- a) M2 Energy Pty Ltd (ACN 123 155 840) trading as Commander Power & Gas of Level 10, 452 Flinders St, Melbourne ("We" "us" or "our"); and
- b) You being the person who has accepted these Terms and Conditions in relation to the sale of Energy to the Supply Address.

## 2 When do these Terms and Conditions apply?

The Terms and Conditions will apply to You as a Retail Customer if You accepted our market offer for the sale of Energy to Your Supply Address.

## 3 About these Energy Market Contract Terms and Conditions

- (i) These Terms and Conditions set out Your and our rights, responsibilities, and obligations.
- (ii) Terms and Conditions and Energy Laws specific to the State or Territory in which Your Supply Address is located are set out in Appendix 1 of these Terms and Conditions. You should review the Terms and Conditions set out in Appendix 1 which are specific to the State or Territory in which Your Supply Address is located.
- (iii) The rates We charge for Your Energy supply may change as set out in clause 11.2 of these Terms and Conditions. Otherwise these Terms and Conditions may be amended in accordance with clause 23.2
- (iv) If there are any inconsistencies between the Energy Laws, these Terms and Conditions and our Market Contract Summary, these Terms and Conditions and our Market Contract Summary will prevail to the extent allowed by the Energy Laws. Where Energy Laws do not permit that to occur, the affected provision of the Terms and Conditions or Market Contract Summary will not apply, but only to the extent necessary to meet the requirements of Energy Laws.
- (v) If there are any inconsistencies between the main body of these Terms and Conditions and Appendix 1, Appendix 1 will prevail to the extent of the inconsistency.
- (vi) You can download a copy of these Terms and Conditions from our Website, or inspect them at our offices during a Business Day, free of charge.

## 4 What does Your Energy Market Contract encompass?

### 4.1 What does Your Energy Market Contract consist of?

- (i) Your Energy Market Contract consists of:
  - a) these Terms and Conditions (including the applicable parts of Appendix 1); and
  - b) Our Market Contract Summary.
- (ii) If You accepted our offer for the sale of electricity AND gas to Your Supply Address:
  - a) an Energy Market Contract will exist between us for the sale of electricity; and
  - b) a separate Energy Market Contract will exist between us for the sale of gas.
- (iii) Your Energy Market Contract is governed by the laws of the State or Territory in which Your Supply Address is located.

### 4.2 What is covered by Your Energy Market Contract?

- (i) Your Energy Market Contract applies to the sale of Energy by us to You at Your Supply Address.
- (ii) Subject to clauses 4.3 and 6, We also agree to arrange for supply services from Your Distributor in order to enable the supply of Energy to Your Supply Address (including connection, if required and available, and energisation of Your Supply Address).
- (iii) Subject to clause 16 the provision, installation and maintenance of your meter.
- (iv) You are required to pay the amount billed by us under clause 11 and perform Your other obligations under this Energy Market Contract and the Energy Laws.

### 4.3 What is not covered by Your Energy Market Contract?

- (i) We will contact Your Distributor on Your behalf to arrange for the supply of Energy to Your Supply Address. As the supply services to be delivered to You are provided under a separate contract with Your Distributor, your Distributor is responsible for:
  - a) the actual connection of Your Supply Address to the Distribution System;
  - b) the maintenance of that connection;
  - c) the energisation of that connection;
  - d) where We sell You gas, the provision of Metering Equipment;
  - e) the delivery of Energy to Your Supply Address; and
  - f) the quality, reliability and other characteristics of Energy.
- (ii) Your contract with Your Distributor will automatically come into place by operation of law, unless other arrangements are negotiated between You and Your Distributor. You must, however, pay to us any applicable Distributor Charges in accordance with clause 11.
- (iii) Any other services that may be supplied to you when You agree to an Energy Market Contract (or subsequently agree to an Energy Market Contract), and are included as part of a bundled service provided by Our related body corporate, but such services are not related to the provision of Energy to your property.

### 4.4 Quality and reliability of Energy

- (i) We cannot regulate or guarantee the quality or reliability of Energy supplied to Your Supply Address. Supply is subject to a variety of factors outside our control, including:
  - a) weather conditions;
  - b) animals;
  - c) vegetation;
  - d) the actions of third parties such as Distributors, generators and transmission system owners;
  - e) the existence of emergency or dangerous conditions including damage to the network;
  - f) the design and technical limitations of the network; and

- g) the demand for Energy at any point in time.
- (ii) Further, electricity delivered to Your Supply Address may be subject to fluctuations in voltage, wave, or frequency, and gas delivered to Your Supply Address may be subject to variation or deficiency in quality or pressure.
- (iii) In entering into this Energy Market Contract, You acknowledge the limited extent of our responsibility, as a Retailer, for the quality and reliability of Your Energy supply, as described above, and You agree and accept that unexpected fluctuations or interruptions may cause damage to Your equipment or cause it to malfunction.
- (iv) If You are a Small Business Customer, You must take reasonable precautions to minimise the risk of loss or damage to Your equipment or Supply Address which may result from poor quality or reliability of Energy supply.

## 5 Your Energy Market Contract

### 5.1 When Does Your Energy Market Contract Start?

#### 5.1.1 When does Your Energy Market Contract start?

- (i) Your Energy Market Contract will start on the day You consent to enter into the contract and satisfy any relevant pre-conditions.
- (ii) Any relevant pre-conditions are specified in our Market Contract Summary or in these Terms and Conditions. These preconditions may include verification of Your identity and confirmation that You have an acceptable credit history, as specified in clause 8.

#### 5.1.2 Is there a cooling-off period?

- (i) Your Energy Market Contract is subject to a cooling-off period, which is specified in our Market Contract Summary.
- (ii) You have the right to withdraw from Your Energy Market Contract, without penalty, at any time within this cooling-off period by giving us oral or written notice clearly indicating that You intend to withdraw from this Energy Market Contract. Contact details for You to provide this notice are specified in our Market Contract Summary. You may also use the cancellation notice provided with these Terms and Conditions.
- (iii) If You withdraw Your Energy Market Contract during the cooling-off period, You will continue to be supplied with Energy under any current arrangements, or any Deemed Contract, You have with us (and You may be charged under these arrangements for Energy supplied during the cooling-off period).

#### 5.1.3 When does supply under Your Energy Market Contract commence?

- (i) If Your Supply Address is connected to the Distribution System or is energised, our obligation to sell Energy under Your Energy Market Contract (and Your obligation to pay for Energy supplied) will commence on the later of:
  - a) the day of expiry of the cooling-off period; or
  - b) if You are transferring to us from another Retailer, the day on which that transfer is completed and We become financially responsible in the relevant wholesale market for Energy used at Your Supply Address. This day will be the day Your meter is next read (which may be a special meter reading or the next scheduled reading) following commencement of Your Energy Market Contract; or
- (ii) the day specified in our Market Contract Summary (if any).
- (iii) If Your Supply Address needs to be connected to the Distribution System or energised (see Clause 6), unless You withdraw from Your Energy Market Contract during the cooling-off period, our obligation to sell Energy under Your Energy Market Contract (and Your obligation to pay for Energy supplied) will commence on the day that connection or energisation is complete and We become financially responsible in the relevant wholesale market for Energy used at Your Supply Address.
- (iv) If Your Energy Market Contract is a fixed term contract that fixed term is specified in our Market Contract Summary. The fixed term commences on the day our obligation to sell Energy to You commences, as determined in accordance with this clause.
- (v) There may be separate dates for commencement of supply of electricity and gas.

### 5.2 When does Your Energy Market Contract end?

- (i) Your Energy Market Contract will end on the first to occur of any of the following:

- a) if Your Energy Market Contract has a fixed term, at the expiry of the fixed term specified in our Market Contract Summary;
  - b) if You terminate the Energy Market Contract by providing us with advance notice (the period of advance notice is 20 Business Days or as otherwise required by Appendix 1 or permitted by applicable Energy Laws);
  - c) when We or another Retailer enter into a different contract with You for the sale of Energy at Your Supply Address, and any relevant cooling-off period ends and responsibility for payment for Energy commences under that contract;
  - d) when another customer enters into a contract with us or another Retailer for the sale of Energy at Your Supply Address, and any relevant cooling-off period ends and responsibility for payment for Energy commences under that contract;
  - e) if You have vacated or intend to vacate Your Supply Address, on the day You cease to be responsible to pay for Energy supplied to that Supply Address in accordance with clause 5.4 and Appendix 1;
  - f) if We have disconnected Your Supply Address in accordance with the Energy Laws and You are not eligible to have Your supply reconnected;
  - g) the entry by You into an arrangement with Your Distributor under which You pay Distributor Charges directly to the Distributor (see clause 11.13); or
  - h) if We are no longer entitled under Energy Laws to sell Energy to You (including because of the application of Retailer of last resort arrangements).
- (ii) Depending on Your Energy Market Contract and the circumstances of termination, You may be charged an early termination fee if You end the Energy Market Contract early. Any applicable early termination fee will be specified in our Market Contract Summary (Disclosure Statement). You will not, however, be required to pay an early termination fee where We are prevented by Energy Laws from imposing that fee or if You are moving to a new Supply Address, provided You enter into a contract with us for the sale of electricity to that Supply Address. You will not be required to pay any compensation or other payment to us where responsibility for the supply of Energy to You is transferred to another Retailer because of the application of Retailer of last resort arrangements in accordance with Energy Laws.

### 5.3 What happens when Your fixed term Energy Market Contract expires?

- (i) If Your Energy Market Contract has a fixed term, We will notify You at least 20 Business Days, but no more than 40 Business Days, before the end of the fixed term of Your Energy Market Contract, We will notify You of:
  - a) the fact that Your Energy Market Contract is due to end;
  - b) the date on which Your Energy Market Contract will end;
  - c) the options available to You when Your Energy Market Contract ends, including the availability of a Standard Contract, and Your ability to choose the Retailer from whom You purchase Energy
  - d) the rates and conditions that will apply to You when Your Energy Market Contract ends if You do not exercise any other option; and
  - e) the consequences for You of You not entering into another contract for the sale of Energy including any applicable entitlement to de-energise Your Supply Address, and the details of the process for de-energisation.
- (ii) If You do not exercise another option, and We do not inform You otherwise, We will continue to sell Energy to You at Your Supply Address after the expiry of any fixed term on the same Terms and Conditions as applied immediately prior to the expiry of the fixed term, until such time as You terminate the arrangement in accordance with clause 5.2.
- (iii) No early termination fee will apply where the termination occurs after the expiry of any applicable fixed term.

### 5.4 End of fixed benefit periods

If Your Energy Market Contract includes a fixed benefit period, We will notify You when the fixed benefit period is due to expire in accordance with the timeframes and other requirements of applicable Energy Laws.

### 5.5 What happens if You vacate Your Supply Address?

- (i) You must give us advance notice of Your intention to vacate (or that You are no longer responsible for the Energy used at) Your Supply Address, together with a forwarding address for Your final Bill. The period of advance notice required is 20 Business Days or as set out in Appendix 1.



**Note 1:** Clause 5.5(i) is modified by Appendix 1 for Supply Addresses located in Queensland. Please see clause 34.4.

- (ii) We will use our Best Endeavours to ensure that the relevant meter is read on the date specified in Your notice (or as soon as possible after that date), and send a final Bill to You at the forwarding address You provide.
- (iii) You may remain responsible for Energy consumed at the Supply Address until after the date You give us notice of Your intention to vacate.
- (iv) If You have an Energy Market Contract with us for another Supply Address, We may include the amount payable for Energy used at the vacated Supply Address in Your Energy Bill for the other Supply Address.

## 5.6 Does ending Your Energy Market Contract affect Your or Our rights and obligations?

Ending Your Energy Market Contract does not affect Your or our ability to enforce any rights or obligations that have accrued under the Energy Market Contract before or on termination. You will still need to pay any outstanding debts and provide access to Your meter, and You will still be able to have any enquiry or complaint You have dealt with in accordance with section 24.

## 6 Connecting Your Supply Address

- (i) If Your Supply Address is already connected to the Distribution System but is not energised, We will contact Your Distributor on Your behalf to arrange for that energisation. We will agree with You the Business Day Your Supply Address will be energised.
- (ii) If You require Your Supply Address to be connected to the Distribution System (where no previous connection has existed) or Your existing connection or equipment to be modified or upgraded (Connection Services), You may make Your own arrangements with Your Distributor.
- (iii) We do not generally arrange for new connections to the Distribution Network; customers must arrange these themselves.
- (iv) If We choose to arrange for Connections Services or energisation of Your Supply Address on Your behalf, We will contact Your Distributor as soon as possible and arrange for a standard connection service. We may require You to provide information to enable us or Your Distributor to provide those Connection Services. This information may include: acceptable identification and contact details;
- (v) if Your Supply Address is a rental property, contact details for the property owner or the owner's agent.
- (vi) If We arrange for Connection Services or energisation of Your Supply Address on Your behalf, We will Bill You for (and You must pay) any Distributor Charges, in accordance with clause 11.

## 7 Your General Obligations

- (i) You must comply with all relevant Energy Laws;
- (ii) You must comply with the Terms and Conditions of this Energy Market Contract;

### 7.2 Full information

You must give us any information We reasonably require for the purposes of this contract. The information must be correct, and You must not mislead or deceive us in relation to any information provided to us.

### 7.3 Updating Information

- (i) You must tell us promptly if:
  - a) information You have provided to us changes, including if your billing address changes or if your use of Energy changes (for example, if You start running a business at the premises); or
  - b) You are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the premises

## 7.4 Life Support Equipment

- (i) If a person living at your premises requires life support equipment, You must register the premises with us or Your Distributor. To register, You will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (ii) You must tell us or Your Distributor if the life support equipment is no longer required at the premises.
- (iii) If the premises is registered as having life support equipment, We must give You:
  - a) general advice relating to the Retailer planned interruption to the supply of electricity to the premises;
  - b) at least 4 Business Days' notice in writing of any Retailer planned interruption to the supply of electricity to the premises; and
  - c) an emergency telephone contact number.

## 7.5 Obligations if You are not an owner

If You are not the owner of Your premises, or You cannot meet an obligation relating to your premises under this contract because You are not the owner, You will not be in breach of the obligation if You take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## 8 Consent to a credit check

- (i) We may request Your permission to conduct searches to verify Your identity and check Your credit history in accordance with applicable Energy Laws or request You to provide us with other information relating to Your credit history.
- (ii) Your Energy Market Contract is conditional on our verification of Your identity and confirmation that You have an acceptable credit history.
- (iii) In making decisions about Your credit rating and in dealing with credit management issues generally, We will comply with the Energy Laws and Commonwealth privacy laws.

## 9 Late payment fees

- (i) A late payment fee may apply if You do not pay Your Bill by the due date, to the extent this is permitted under applicable Energy Laws.
- (ii) You will be notified in Your Market Contract Summary document, or via notice of an amendment to Your Terms and Conditions, of any late payment fees which apply to Your Energy Market Contract. Details will be included of the amount of the fee, and the circumstances in which it will be applied. The Late Payment Fee will also be listed in our Additional Retail Charges schedule.
- (iii) The removal or reduction of a Pay on Time Discount is not a late payment fee for the purposes of this clause.
- (iv) We will not charge or will waive a late payment fee where:
  - a) You receive a government provided concession or rebate; or
  - b) You request an extension of time to pay, and that extension has not expired; or
  - c) You have a matter under consideration by the relevant Energy ombudsman; or
  - d) Your Bill is subject to an arrangement to pay under a hardship or instalment plan; or
  - e) You have received a form of government assistance for payment of the Bill; or
  - f) We become aware that You are seeking government assistance for payment of the Bill; or
  - g) Energy Laws otherwise require us not to charge or to waive the late payment fee.

## 10 Security deposits

- (i) We may require that You provide a security deposit. The circumstances in which We can require a security deposit and the maximum amount of the security deposit are governed by the applicable Energy Laws. You must comply with this request.
- (ii) The form and amount of Your security deposit (if applicable at the commencement of this Energy Market Contract and calculated in accordance with Energy Laws) is specified in our Market Contract Summary

### 10.2 Interest on security deposits

- (i) Where You have paid a security deposit, We must pay You interest on the security deposit at a Rate and on terms required by the applicable Energy Laws.

### 10.3 Use of a security deposit:

- (i) We may use your security deposit, and any interest earned on the security deposit, to offset any amount You owe under this contract:
  - a) if You fail to pay a Bill and as a result We arrange for the disconnection of your premises; or
  - b) in relation to a final bill (i.e. a Bill We issue when You vacate the premises or when You stop purchasing Energy from us at your premises or when You request that your premises be disconnected).
- (ii) If We use your security deposit or any accrued interest to offset amounts owed to us We will advise You within 10 Business Days.

### 10.4 Return of security deposit

- (i) We must return your security deposit and any accrued interest in the following circumstances:
  - a) You complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
  - b) subject to section 17 this Energy Market Contract, You stop purchasing Energy at the relevant premises under this contract.
- (ii) If You do not give us any reasonable instructions, We will credit the amount of the security deposit, together with any accrued interest, to your next Bill

## 11 Billing and Charges

### 11.1 What are Our rates and what are Our additional charges and fees?

- (i) our current rates are published on our Website.
- (ii) The rates You have agreed to pay for Your Energy supply are set out in our Market Contract Summary (Disclosure Statement)
- (iii) The rates You have agreed to pay for Your Energy supply have been selected having regard to Your estimated Energy usage and metering configuration.
- (iv) You must provide us with details of Your estimated Energy usage if We request, and You must inform us soon as possible if there is any major change to Your estimated usage, or to the main purpose for which Energy is used at Your Supply Address.
- (v) Subject to Energy Laws We can impose Additional Retail Charges to cover the reasonable costs We incur:
  - a) if You choose to receive a printed bill;
  - b) if You select a payment option that incurs fees (e.g. direct debit);
  - c) if, at Your request, We arrange for a special reading of Your meter;
  - d) if, at Your request, We arrange for the re-energisation or de-energisation of Your meter;
  - e) if We are required to arrange a field visit to Your Supply Address to solicit payment or disconnect supply;
  - f) if, with Your consent, We provide You with a shorter Billing Cycle;

- g) if You are a Small Business Customer and at Your request, We agree to provide You with an instalment plan;
  - h) if, at Your request, We provide You with a copy of Energy industry codes and guidelines (including a large print copy);
  - i) if, at Your request, We provide You with Your historical billing or consumption data (refer to clause 11.12); and
  - j) in relation to the sale of Energy to You where those costs are not incorporated in our rates, are permitted by applicable Energy Laws, and are fair and reasonable having regard to the related costs incurred by us.
- (vi) our Additional Retail Charges schedule is provided with our Market Contract Summary and is available on our website.
- (vii) You will also need to:
- a) pay to us any Distributor Charges for Your Energy supply (if the rates set out in our Market Contract Summary (Disclosure Statement) do not incorporate that charge);
  - b) pay to us any costs imposed by Your Distributor or metering provider for additional services such as disconnection, reconnection, call-out fees, special meter readings and meter testing (to the extent those costs are not included in the Distributor Charges) and, if specified in our Market Contract Summary (Disclosure Statement), our administration fee in relation to the provision of these services;
  - c) pay us for fees We incur for any payment made by You that is dishonoured or reversed, as well as any fair and reasonable administration costs We incur for recovery of the fee;
  - d) pay us for any financial institution or merchant service fees We incur for any payment made by, or processed for, You;
  - e) pay us a fair and reasonable amount for recovering late payments from You are having regard to the related costs incurred by us (see clause 9); and
  - f) pay us GST at the prevailing GST Rate on any taxable supplies made by us under Your Energy Market Contract, where that Rate does not include GST.
- (viii) We will not require You to pay us an Additional Retail Charge or fee to the extent Energy Laws prevent us from requiring payment of that Additional Retail Charge or fee.

## 11.2 Will Our rates and Charges change?

- (i) We may vary our rates and charges in accordance with this *Energy Market Contract* or our *Market Contract Summary (Disclosure Statement)*

**Note:** Clause 11.2(i) is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 32.4.

**Note:** Clause 11.2(i) and 11.2(iii) is modified by Appendix 1 for Supply Addresses located in Queensland. Please see clause 34.3.

- (ii) Unless these Terms and Conditions or our Market Contract Summary (Disclosure Statement) state otherwise, We can:
  - a) vary Our rates to reflect, or otherwise pass through to You changes to:
    - b) Distributor Charges (and We must pass through to You any credit or reduction made to Distribution Charges in accordance with Energy Laws for electricity supplied to the Distribution Network from a relevant renewable Energy generator (such as a solar photo voltaic generator) at the Supply Address);
    - c) costs imposed by Your Distributor or metering provider or Our Meter Co-ordinator or metering provider (including increases in metering charges for the installation, maintenance, testing or reading of Your meter) which are not included in the Distributor Charges;
  - d) change Your electricity rates to reflect any changes in the Loss Factors;
  - e) change Your gas rates to reflect any changes in the amount of unaccounted gas that impacts us;
  - f) change Your electricity and gas rates to reflect any changes in the metering configuration for Your Supply Address;
  - g) change Your rates to reflect any increase in our costs of purchasing, transporting, selling or supplying Energy including cost increases arising from:
    - h) increased price risk and Our costs of managing, mitigating or minimising that price risk;

- i) increases in our costs associated with retailing Energy or Energy related services;
  - j) any Force Majeure Event under any third-party contract to which We are a party;
  - k) the exercise of rights to reduce the quantity of Energy sold or delivered by the other party to a third-party contract to which We are a party;
  - l) the amendment, suspension or termination (either in whole or in relation to any quantity of Energy supply) of any third-party contract to which We are a party;
  - m) any new amount or increase in any amount passed through to us by the other party to a third- party contract to which We are a party (for example, the pass through of additional costs incurred as a result of a change in law, taxes, subsidies, Market Operator fees, transmission fees, or the introduction of a carbon tax or other scheme intended to reduce or control greenhouse gas emissions);
  - n) any change in Energy Laws or other regulatory obligations imposed on us; or
  - o) vary our rates and charges so that they are relevant to Your usage (e.g. if Your usage is different to that originally estimated, or changes, or if You are no longer a Retail Customer).
- (iii) We will provide You notice of any changes to our rates and charges that affect You as soon as practicable, and in any event no later than Your next bill.
- (iv) If You have a Dual Fuel Contract and Your gas is disconnected pursuant to clause 17.2, We may vary Your electricity rates, Terms and Conditions to the rates, Terms and Conditions that apply under our Standing Contract.

### 11.3 How will Your Bill be calculated?

- (i) Unless:
- a) You have not provided proper access to Your Supply Address and meter for a meter reading;
  - b) Your meter has broken down or is faulty;
  - c) there is no meter at Your Supply Address; or
  - d) meter data is not provided to us by the responsible person,

We will base Your Bill on metering data or on an actual reading of Your meter and, in any event, use our Best Endeavours to ensure that Your meter is read as frequently as is required to prepare its bills consistently with the metering rules and in any event at least once every 12 months, subject to.

- (ii) If Your meter cannot be read, or Your metering data is not obtained for any reasonable reason, We may estimate the amount of Energy You have used at Your Supply Address in accordance with the Energy Laws.

**Note:** Clause 11.3(ii) is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 32.2.

- (iii) If We base Your meter reading on an estimate, We will indicate on the Bill it is based on an estimate.
- If We have provided You with an estimated Bill We will ask You to pay the amount in the estimated Bill and have that amount reconciled (in accordance with clause 11.11) when Your meter is next read.
- (iv) If You ask us We will replace the estimated Bill with a Bill based on an ad-hoc reading of Your meter by a Special Field Officer (which may attract an Additional Retail Charge).
- (v) To calculate Your Bill, We will:
- a) multiply the Energy usage or estimated Energy usage at Your Supply Address for the Billing Period by the applicable rates (and the load/pressure factors for gas) (Standard Usage Payment); and
  - b) add any Additional Retail Charges or other charges/fees to be paid by You (including charges for other goods or services, which will be listed and described on a separate line on Your Bill if they are not billed for separately).
- (v) Where Your Rate type or Rate changes during a Billing Period, We will calculate Your Bill for that Billing Period (on a pro-rata basis in the case of a Rate change) using:
- a) the old Rate type or Rate up to and including the date of change (or date of meter reading, or meter change if a meter reading or meter change is necessary due to the change in Rate type); and
  - b) the new Rate type or Rate from that date to the end of the Billing Period.

- (vii) If We charge You for Energy used in the delivery of bulk hot water, You will be billed in accordance with the Energy Laws.

#### 11.4 Application of Energy Concessions and Rebates

- (i) We will apply any concessions and or rebates that You may be eligible for, where You have provided us with the appropriate information about Your eligibility, as required, and in accordance with the State or Territory Government Agency concession or rebate rules.
- (ii) You must provide us with Your eligibility information prior to receiving any concession or rebate, and that information must be verified with the appropriate authority.
- (iii) You must advise us immediately if Your information changes.
- (iv) By providing us with the information about Your eligibility for a concession or rebate, You are authorising us to share and validate this information with the relevant State, Territory, and Federal Government authorities, including Centrelink and the Department of Veterans Affairs.
- (v) Energy Concessions and Rebates, where applied will be itemised on Your bill.
- (vi) If you have a Feed in Tariff, and where directed by the relevant Concession or Rebate authority, any applicable concession or rebate may:
  - a) be reduced by the amount of any applicable Feed in Credit;
  - b) be calculated on any charges remaining after the application of any applicable Feed in Credit;
  - c) be limited to the amount of any remaining charges.
- (vii) Where directed by the relevant Concession or Rebate authority, any applicable concession or rebate may:
  - a) be reduced by the amount of any applicable Feed in Credit;
  - b) be calculated on any charges remaining after the application of any applicable Retailer Feed in Credit;
  - c) be limited to the amount any remaining charges.

#### 11.5 Application of a Pay on Time Discount

- (i) Your Market Contract Summary (Disclosure Statement) may specify a percentage discount You may be eligible to receive if You pay Your Bill by the due date specified on the Bill (Pay on Time Discount).
- (ii) After deducting any relevant concessions or rebates, Your Standard Usage Payment for a Bill will be reduced by the Pay on Time Discount. The dollar amount of the Pay on Time Discount will be displayed on that bill.
- (iii) You will receive the Pay on Time Discount if You pay Your Bill by the due date (which includes the unpaid amount being successfully recovered by us through Your Automatic Payment Plan at the next regular payment date).
- (iv) The Pay on Time Discount will only be applied to reduce Your Standard Usage Payment and not any other amount payable by You to us.
- (v) If:
  - a) You fail to pay the full amount of Your Bill by the due date; or
  - b) Your payment is dishonoured or reversed and You fail to otherwise pay the full amount of Your Bill by the due date, no Pay on Time Discount will apply to that Bill and You must pay the non-discounted Standard Usage Payment specified on Your Bill.
- (vi) Where a Pay on Time Discount does not apply to a Bill and You have not paid the full undiscounted amount due under that Bill any outstanding amount may be recovered by us on Your next Bill and in accordance with normal payment collection timeframes and requirements.

#### 11.6 Feed in Credits and Tariffs

Where you accept our offer of a Feed in Tariff:

- a) the quantity of any Feed-In Electricity will be determined by using metering data from the Metering Equipment installed at Your Supply Address. If reliable metering data about the quantity of Your Feed-In Electricity is not available, Your Feed-In Credit may be based on data estimated by Your Distributor in accordance with Energy Laws.

- b) Your Feed-in Credit for a Billing Period will be credited against the charges payable by you to Us for the sale of electricity under Your Energy Market Contract for that Billing Period. You will see this credit on the Bill issued to you in accordance with this clause 11.
- c) If the Feed-In Credit for a Billing Period is greater than the charges payable by you to Us for sale of electricity under your Energy Market Contract for that Billing Period, We will advise you of the amount of that excess on Your Bill, We will credit that amount to the next Bill you receive from Us.
- d) If you think a Feed-In Credit for a Billing Period is incorrect, you may request a review of that credit and We will conduct a review in accordance with clause 11.10 and our complaints handling process (see clause 24).

## 11.7 What information will be contained in Your bill?

- (i) Your Bill will contain information relating to:
  - a) Your name, Your account/Bill number, Your Supply Address and Your mailing address;
  - b) Your meter identification number;
  - c) Your rates, charges and the basis of any charges, the period covered by the Bill and Bill issue date;
  - d) the values of meter readings (or, if applicable, estimations) at the start and end of the Billing Period, the date of the meter reading and the next scheduled metering reading if applicable;
  - e) details of Energy consumption or estimated Energy consumption;
  - f) graphs or benchmarks to help You understand Your Energy consumption;
  - g) Additional Retail Charges;
  - h) any payment methods that may be available to You;
  - i) the total amount payable (with and without the Pay on Time Discount) and the pay-by date;
  - j) any arrears that must be paid by You;
  - k) a telephone number for billing, payment and complaint enquiries and a 24-hour contact telephone number for faults and emergencies;
  - l) contact details for interpreter services in community languages;
  - m) if You have provided a security deposit, the amount of that deposit;
  - n) any proportionate billing information in accordance with applicable Energy Laws;
  - o) the amount of the Pay on Time Discount, or any other applicable discount;
  - p) any information we wish to convey to you about our products and services; and
  - q) any other information required by the Energy Laws.
- (ii) From the information on Your Bill You should easily be able to identify the rates and charges and other important information applicable to Your Energy Market Contract. However, if You request, We will provide You with additional information setting out the components of the rates and charges which appear on Your Bill We will provide this to You within 10 Business Days of Your request, and if requested, in writing.
- (iii) If You request, We will also provide You with Energy efficiency advice and advice on available Concessions or Rebates free of charge.

## 11.8 How will You receive Your Bill?

- (i) By entering into this Energy Market Contract, You have nominated to have bills made available, and We will make bills available through, a secure account management page on our Website. If You provided us with Your email address, You will be notified by email each time a new Bill is available to be viewed.
- (ii) If You wish to receive a hard copy of Your Bill this may attract an Additional Retail Charge, subject to Energy Laws.

## 11.9 How often will You receive a bill?

- (i) We will issue a Bill to You once each Billing Cycle.
- (ii) Your initial Billing Cycle is detailed in our Market Contract Summary.

- (iii) With Your consent, We may agree a different Billing Cycle with You.
- (iv) In addition, We may:
  - a) issue a Bill to You if the meter at Your Supply Address is replaced or reconfigured or if Your Rate type or Rate changes during a Billing Period; or
  - b) change Your Billing Cycle to reflect the meter reading frequency and Billing Cycle determined by Your Distributor or because of automated interval meters being installed. Any changes to Your Billing Cycle will be made by us in accordance with applicable Energy Laws and We will advise You before We vary Your Billing Cycle.

### 11.10 Can You request a Bill review or adjustment?

- (i) We will review a Bill if You request us to do so.
- (ii) During the review:
  - a) You must pay that portion of the Bill not in dispute or pay an amount equal to the average of Your bills in the previous 12 months (whichever is the lower). You must also pay any other bills that are properly due, including any future bills You receive while the Bill is under review (except any portion of those bills that You have also asked us to review); and
  - b) You may request that the meter reading or metering data be checked, or that Your meter be tested in accordance with Energy Laws. This check or test will be carried out at Your cost if the Bill is found to be correct. We may ask You to pay this cost in advance. If this check or test finds that the meter reading or data is incorrect, You will be reimbursed by either us or Your Distributor.

**Note:** Clause b) is modified by Appendix 1 for Supply Addresses located in Queensland. Please see clause 34.2.

- (iii) We will conduct our review in accordance with our Complaint Management Policy (see clause 24.3).
- (iv) We will advise You of the outcome of the review as soon as reasonably possible but, in any event, within 20 Business Days.
- (v) If, after conducting the review, We are satisfied that the Bill under review is correct, You must either:
  - a) pay the unpaid amount; or
  - b) request us to arrange a meter test in accordance with clause 11.10(ii). If, following a meter test, the meter is found to comply with Energy Laws (and the Bill is correct) You must pay any unpaid amount.
- (vi) If, after conducting the review, We are satisfied that the Bill under review is incorrect, We will adjust Your account in accordance with clause 11.11.
- (vii) If the Bill under review is found to be incorrect or You are not satisfied with the outcomes of the review, You may raise the complaint to a higher level within our business or lodge a dispute with the Energy ombudsman or other relevant body in Your State or Territory.

### 11.11 What happens if Your Energy Bill is adjusted?

- (i) If We have undercharged You (including not charged You by failing to send Your bills), We may recover from You the amount undercharged. We will:
  - a) only recover amounts undercharged in the 9 months prior to the date You were notified of the undercharging (except where the amount was undercharged because of Your fault or unlawful act or omission);
  - b) list the amount to be recovered as a separate line item in a special Bill or in Your next Bill together with an explanation of the amount;
  - c) not charge You interest on the amount undercharged; and
  - d) allow You to nominate the time to pay the amount undercharged in a payment or instalment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred (up to a maximum of 12 months).
- (ii) If We have overcharged You by less than \$50 (or such other amount prescribed by Energy Laws) We will credit the amount to Your next Bill after We become aware of the error or, if You have ceased to obtain Energy from us use our Best Endeavours to refund the amount within 10 Business Days.



- (iii) If We have overcharged You by \$50 (or such other amount prescribed by Energy Laws) or more, We will inform You within 10 Business Days of us becoming aware of the error, adjust Your account, and repay the amount to You in accordance with Your reasonable directions. If You do not provide us with reasonable instructions We will credit the amount on Your next Bill or, if You have ceased to obtain Energy from us use our Best Endeavours to refund the amount within 10 Business Days.
- (iv) We will not pay You interest on the overcharged amount unless required by Energy Laws. If the overcharging is due to Your unlawful act or omission, We may only be required to repay, credit or refund to You the amount overcharged in the 12 months before the error was discovered.
- (v) This clause 11.11 is subject to any specific provisions regarding undercharging and overcharging which apply in the State or Territory in which Your Supply Address is located, as set out in Appendix 1.

## 11.2 Your billing data

- (i) If requested by You We will promptly provide You with Your historical billing data:
  - a) for up to the previous two years (We will provide this billing data to You free of charge; or
  - b) if applicable, in accordance with Appendix 1 of these Terms and Conditions.
- (ii) You may be charged a reasonable fee where the data requested is for an earlier period or has been requested more than:
  - c) four times in any 12-month period, in the case of the supply of electricity; or
  - d) once in any 12-month period, in the case of the supply of gas.

**Note:** Clause 11.12 is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 32.3.

## 11.13 Direct Payment of Distributor Charges

In certain circumstances, where allowed under Energy Law, You may choose to pay Your Distributor Charges directly to Your Distributor. These Terms and Conditions will cease to apply in such circumstances, and any continued supply of Energy to Your Supply Address will be governed by the terms of our Standing Contract or any new retail electricity contract You enter into with us or another Retailer.

# 12 Feed-In Tariff Terms and Conditions

## 12.1 When do Feed in Tariff Terms and Conditions apply?

- (i) These Feed in Tariff (FIT) Terms and Conditions will apply to you if:
  - a) you have accepted our offer to purchase Feed-In Electricity generated by a Small Solar Generation Facility (SSGF) at the Supply Address, at our published Feed-In Tariff rate
  - b) If the supply address is located in New South Wales, Queensland or South Australia; and
  - c) there is (or will be) an SSGF at the Supply Address.
- (ii) If you are located in Victoria, Your applicable Feed in Tariff (FIT) Terms and Conditions are available on our Website.
- (iii) If you have accepted our offer to purchase Feed-In Electricity then;
  - a) the additional Terms and Conditions in this section 12 apply to the purchase of electricity via a Facility, and does not apply to the installation or maintenance of a Facility;
  - b) Subject to this section 12 and the applicable Energy Laws, Your eligibility for any of these Feed in Tariffs and the amount of a feed in tariff may change.
  - c) you accept and agree that Your existing metering configuration and tariffs (such as controlled load tariffs) may not be available to you.

## 12.2 About These Feed-In Tariff Terms

These Feed-In terms and conditions Contract operates together with any legislated or Distributor sale and purchase of Feed-In Electricity scheme.

## 12.3 Retail Feed-In Tariff Scheme.

- (i) You agree to sell to Us, and We agreed to purchase, each kilowatt hour of Feed-in Electricity at the applicable Published Feed-In Tariff rate. Subject to Energy Laws we will give you notice of any change to Your Published Feed-In Tariff as soon as practicable, and no later than on Your next bill.
- (ii) Any discount associated with your Energy Market Contract will be described when you accept our Offer;
- (iii) You acknowledge accepting our offer of a Feed-In Tariff We advised you if the Network Tariff may change as a result of this installing a SSGF. that We advised you of that new Network Tariff.
- (iv) We may also pass through any other Government Agency legislated or Distributor provided Feed in Tariff in additions to the Retail Feed in Tariff.

## 12.4 Ownership of Feed-In Electricity

Ownership of Your Feed-In Electricity passes to us when it passes through Your Connection Point.

## 12.5 Small-Scale Technology Certificates

Unless otherwise agreed with Us in writing, this Feed-In Contract does not assign to Us any rights to Small-Scale Technology Certificates (STCs) or Renewable Energy Certificates (RECs) generated by Your Facility.

## 12.6 Feed-In Tariff Commencement

- (i) We will not be required to commence purchase of Feed-In Electricity from you until:
  - a) We are the Financially Responsible Market Participant for Your Supply Address;
  - b) You have provided to Us evidence that Your SSGF and Metering Equipment (capable of recording Feed-In Electricity metering data for the purposes of this contract) have been properly installed and connected to the Distribution System with the consent, and to the satisfaction, of Your Distributor, including by supplying to Us a copy of any proscribed safety certifications for the SSGF and copy of a network connection agreement allowing export of electricity from the SSGF. You acknowledge that, by agreeing to the Feed-In Schedule that you have given Your explicit informed consent to the commencement of this Feed-In Contract.

## 12.7 Feed-In Tariff Expiry

If Your Energy Market Contract has an End Date then (unless this Feed-In Contract is terminated earlier in accordance with clause 5.2) then Your Feed in Tariff will end in accordance with clause 5.3 If Your Energy Market Contract has no End Date then (unless this Feed-In Contract is terminated earlier in accordance with clause 5.2) this Feed-In Contract will continue until We are no longer the FRMP for Your Supply Address.

## 12.8 Changes to Small Solar Generation Facilities

You must advise Us 14 business days prior to making changes to Your SSGF.

## 12.9 Your right to terminate Your Feed in Tariff

- (i) You may terminate Your Feed-In Tariff, by advance notice to Us (which may be given orally or in writing), for any reason at any time, including prior to the End Date (if applicable) and without terminating this Energy Market Contract.
- (ii) Termination of Your Feed-In Tariff, by you in accordance with clause 12.9(i) is effective on the date specified by You, unless You terminate the Feed-In Contract for a reason specified below. In this case, termination is not effective until:
  - a) if We enter into a new feed-in contract, the cooling-off period for that contract (if any) expires;
  - b) if you enter into a feed-in contract with another retailer, the date the other retailer becomes the Financially Responsible Market Participant for the feed-in contract; or
  - c) if you have terminated this contract because this Energy Market Contract is terminated and Your Supply Address has been disconnected, the date when you no longer have a right to be reconnected.

## 12.10 Our right to terminate Your Feed in Tariff

- (i) We may terminate Your Feed in Tariff immediately:
  - a) if you enter into a new Feed in Tariff agreement for a SSGF for this Supply Address with Us;
  - b) If you remove Your SSGF;
- (ii) We may terminate Your Feed in Tariff, by notice in writing to You:
  - a) if the generating capacity of Your SSGF exceeds 5 kilowatts;
  - b) if you breach the terms of provision of Your Feed in Tariff and fail to remedy that breach within 10 Business Days of receiving a notice from us to do so; or
  - c) if we decide to no longer participate in any voluntary solar feed in tariff scheme.
- (iii) Termination of this Feed-In Tariff by Us in accordance with clause 12.10 will be effective from the date specified in Our notice of termination.
- (iv) If this Feed in Contract is terminated:
  - a) We will calculate Your Feed-in Credit and credit that outstanding balance on the next bill issued
  - b) We will pay the amount of Your outstanding Feed-In Credit.
  - c) We may agree with You to enter into another feed-in tariff contract at another Feed in Tariff rate.

## 12.11 Disconnection of Your Facility

You acknowledge that Your SSGF and associated Metering Equipment will also be disconnected from the Distribution System if Your electricity supply is disconnected in accordance with the terms and conditions of Your network connection agreement or the Energy Laws.

## 12.12 Your and our General Responsibilities regarding Your Facility

- (i) We do not operate, own, or control Your Facility, Metering Equipment and associated electrical installations. You acknowledge that we give no warranty and will have no responsibility or liability (whether in contract, tort (including negligence) or otherwise) for or regarding, the installation, operation and maintenance of Your Metering Equipment, SSGF or associated electrical installations.
- (ii) You must:
  - a) maintain and comply with Your network connection agreement with Your Distributor or Us regarding the metering and operation of Your Facility;
  - b) notify Us within 14 business days prior to increasing the generating capacity of Your Facility;
  - c) keep Your Facility, the Metering Equipment and associated electrical installations in good repair.
- (iii) You are liable for and must pay all charges, expenses or costs:
  - a) arising from the installation, testing, approval, operation or maintenance of Your SSGF or Metering Equipment, including those charges, expenses or costs that may be imposed by Your Distributor or Us; or
  - b) imposed by a Government Agency on either Us or Your Distributor in relation to the export of electricity from Your Facility; and
  - c) imposed by Us for facilitating and maintaining access of Your SSGF to the Distribution system.
- (iv) If charges, expenses or costs are imposed on Us by Your Distributor or Government Agency, We may pass though these charges, expenses or costs at any time to You, by including them on any bill issued by Us.
- (v) We will use our best endeavours to provide information on applicable charges, expenses and costs that may arise from the installation, testing and approval of Your Facility. You acknowledge that any such charges are based on time and materials, and are provided to you as a guide only.

## 12.13 Your Distributor

You understand and acknowledge that:

- a) Your Distributor is responsible for the connection of Your SSGF to the Distribution System;

- b) Your Distributor is responsible for maintenance of the connection of the SSGF to the Distribution System;
- c) Your Distributor is responsible for taking the supply of Your Feed-in electricity into the Distribution System;
- d) the supply of Feed-In Electricity to the Distribution System may be interrupted in certain circumstances (such as under Energy Laws, during maintenance on the Distribution System, during fault conditions for health and safety purposes, and if directed to by the Energy Market and System Operator). When this occurs, you must comply with all directions from Us or Your Distributor; and
- e) where reasonably possible and in accordance with Energy Laws, We, our agents, or the Distributor will provide prior notice of interruptions.

## 12.14 Connection Requests

- (i) If you request Us to do so and provided you are an existing customer of Ours, We may request Your Distributor to connect Your Metering Equipment and SSGF to the Distribution System. We will make that request as soon as practicable (and in any event not later than the next business day) after receiving from you all the following:
  - a) all documentation, and information required to under by Your Distributor in respect of Your Facility;
  - b) Your agreement to pay any relevant connection charge; and
  - c) any other information We or Your Distributor may reasonably require in order to process Your request.
- (ii) Prior to any connection request being carried out, We will provide you with an estimate of any charges that you may incur as a result of the connection of Your SSGF and Metering Equipment to the Distribution System.

## 12.13 Retailer Feed-In Tariff

Feed in Electricity will be credited at the Published Feed-In Tariff rate specified in Your Electricity Market Contract Summary.

The Retailer Feed-in Tariff may be added to any applicable Government Agency or Distributor provided Feed-In Tariff.

# 13 Payments

## 13.1 How do You pay Your bill?

### 13.1.1 Payment

- (i) The available methods of paying each bill are set out in the offer, on the back of each bill or as agreed from time to time. An Additional Retail Charge may apply in respect of Your chosen payment method.
- (ii) You may be entitled to a higher Pay on Time Discount if You have chosen to pay by direct debit from a debit or credit card or a nominated bank account, (which may attract an additional retail charge), (see clause 15).
- (iii) You must pay your bills in full by the due date specified on the bill. We will accept payment in advance.

### 13.1.2 Review of Capacity

- (ii) If You have difficulties paying the amount specified on your bill, We will review the amount, schedule and Your capacity to make the payments, and if appropriate, may consider referring You to our Energy Assistance program.

## 13.2 Allocation of payments

- (i) Where You pay for charges for electricity and gas simultaneously, We will apply the payments received from You as directed by You. If You give us no direction and You are a residential customer, We will apply the payment in proportion to the relative value of those charges. If You give us no direction and You are a Small Business Customer, We will apply the payment to the oldest (electricity or gas) charge first.
- (ii) Where We send You a single Bill for Energy and other goods and services, We will:
  - a) include the amounts billed for other goods and services as a separate item in the Bill and

- b) apply the payments received from You as directed by You. If You give us no direction, We will apply the payment in satisfaction of the charges for the supply and sale of Energy before applying any portion of it to the charges for any other goods and services.

### 13.3 Shortened collection cycles

We may place You on a shortened collection cycle (if permitted) in certain circumstances permitted by applicable Energy Laws. We will comply with Energy Law requirements relating to shortened collection cycles, including those which require us to provide You with appropriate notice regarding the changes in the arrangements that apply to You.

## 14 Are You having trouble paying?

- (i) If You are having trouble paying Your Bill by the due date, You must notify us immediately.
- (ii) If You are a residential customer, We will offer and apply a payment plan to You, if You are a hardship customer or if You are, and inform us that You are, experiencing payment difficulties, except where:
  - a) You have had two payment plans cancelled due to non-payment in the previous 12 months; or
  - b) You have been convicted of an offence involving illegal use of Energy in the past two years.
- (iii) If You are having ongoing payment difficulties or require payment assistance, and without limiting clause 14(ii), We may:
  - a) assess Your capacity to pay (upon request We will make that assessment available to You);
  - b) advise You how to contact an independent financial or other relevant counsellor;
  - c) revise Your existing payment plan or offer You an instalment plan or other alternative payment arrangement, as required by the Energy Laws;
  - d) advise about the right to have a Bill redirected to a third person, if allowed by Energy Laws;
  - e) provide You with information about the availability of Government Agency funded Energy charge rebate, concession or relief schemes;
  - f) provide information about Energy efficiency and if agreed with You conduct an Energy efficiency field audit; and
  - g) assess You for entry into our Energy hardship program (our hardship policy can be viewed on our Website or sent to You free of charge on request).

## 15 Automatic Payment Plan Conditions

### 15.1 Did You choose an Automatic Payment Plan?

If Your chosen payment method is automatic payment using Direct Debit or credit card, We will deduct from the relevant account the full amount owed by You for Your Billing Period on the pay-by date specified on Your Bill for the term of this Energy Market Contract (Automatic Payment Plan).

### 15.2 What are Your responsibilities?

- (i) It is Your responsibility to ensure that:
  - a) Your nominated financial institution account can accept direct debits through the Bulk Electronic Clearing System (if in doubt, please check with Your financial institution as Direct Debit is not available on a full range of accounts);
  - b) Your nominated credit card is current and valid;
  - c) the financial institution account details or credit card details provided in the Automatic Payment Plan request is correct (You should check them against a recent statement from the relevant financial institution or credit card provider);
  - d) You have sufficient cleared funds or credit available in Your nominated account to enable payments to be made in accordance with the Automatic Payment Plan request; and

- e) You advise us if:
  - i. Your nominated financial institution account is transferred or closed;
  - ii. the account details change;
  - iii. if there is a reduction in the credit limit of Your credit card;
  - iv. the credit card is suspended or cancelled; or
  - v. the credit card details change.
- (ii) You must check Your statements from Your financial institution or credit card provider as, if there are insufficient cleared funds or credit available in Your nominated account, or Your account information is incorrect, Your automatic payments may be dishonoured or reversed and You may be charged a fee by Your financial institution or credit card provider.
- (iii) Your financial institution or credit card provider may also charge us a fee for a failed or incorrect payment, and You may need to reimburse us for this, as well as for any fair and reasonable administration costs We incur for recovery of the fee. If Your automatic payment fails for any reason, You must arrange for the payment to be made to us through an alternative form.
- (iv) You may need to reimburse us for any merchant service fees We incur for payments made by You.

### 15.3 What should You do if You wish to cancel Your Automatic Payment Plan?

- (i) You may:
  - a) terminate Your Automatic Payment Plan;
  - b) request us to cease to rely on the Automatic Payment Plan authority;
  - c) defer or stop individual payments; or
  - d) alter the details referred to in the Automatic Payment Plan request, by providing notice to us or through Your financial institution or credit card provider.
- (ii) If You cancel Your Automatic Payment Plan through Your financial institution or credit card provider, You must use Your Best Endeavours to notify us as soon practicable after the cancellation.
- (iii) If You cancel Your Automatic Payment Plan through us We will use our Best Endeavours to notify Your financial institution or credit card provider as soon as practicable after the cancellation.
- (iv) If You or We terminate Your Automatic Payment Plan, or You request us to cease to rely on the Automatic Payment Plan authority, We will no longer rely on the Automatic Payment Plan authority and You must organise an alternative payment method with us.

### 15.4 What are Our rights and obligations under these conditions?

- (i) We will initiate payments in the manner referred to in the Automatic Payment Plan request.
- (ii) Payments will occur on the due date notified to You or if that date is not a Business Day, on the next Business Day. We will not issue individual confirmation of payments made.
- (iii) We may terminate Your Automatic Payment Plan at any time, and will do so if three consecutive automatic payments are dishonoured by Your financial institution or credit card provider.
- (iv) If an event occurs that causes our relevant retail licence, or licences, to be suspended, or suspends or terminates our right to acquire electricity from the wholesale electricity market and/or gas from a wholesale gas market or producer, We will immediately terminate the Automatic Payment Plan and notify both You and Your nominated financial institution or credit card provider of the cancellation.
- (v) Except to the extent that disclosure is necessary to conduct Direct Debit or process credit card payments, investigate and resolve disputed transactions or is otherwise required by law, We will keep details of Your account and payments confidential.
- (vi) Where Your Market Contract is conditional on maintaining an Automatic Payment Plan, should You cancel Your Direct Debit or Direct Credit arrangement, or fail to make payments via Your Automatic Payment Plan, We may reduce or remove any discount that may otherwise be applicable.

## 16 Meter Provision, Installation, and Maintenance

### 16.1 Access to meters

- (i) You must always make available to us our agents, the Meter Co-ordinator, Your Distributor and any other responsible person, convenient, unhindered and safe access to metering and associated equipment at Your Supply Address for any purpose associated with the supply, metering or billing of Energy including, but not limited to:
  - a) reading the meter; or
  - b) calculating or measuring Energy supplied or taken at the premises;
  - c) connecting or disconnecting supply; or
  - d) inspecting or testing gas or electrical installations as appropriate; or
  - e) replacing, installing, inspecting, repairing, testing, or maintaining the Energy meters.
  - f) inspecting, repairing, testing, or maintaining the Energy Distribution System.
- (ii) You must inform us or Your Distributor as soon as practicable if there is any change affecting access to metering or associated equipment.
- (iii) We or our representative will carry or wear official identification and, on request, show that identification to You when We access Your Supply Address or meter, to read Your meter, and for connection, disconnection, and reconnection.
- (iv) We or our representative will use our Best Endeavours to read Your meters as often as required under the relevant Energy Laws.
- (v) You must not tamper with, bypass or permit anyone else to tamper with, bypass the meter or associated equipment.

### 16.2 Testing of Metering Equipment.

- (i) You may request us, Your Distributor, or a responsible person to test the Metering Equipment at Your Supply Address to ascertain whether the Metering Equipment is defective.
- (ii) This test may be carried out at Your cost unless the Metering Equipment is found to be defective. We will not request You to pay in advance for the cost of a meter check or test requested by You and will not require You to pay the cost of the check test if the meter or metering data proves to be faulty or incorrect.
- (iii) We will provide copies of the results of any testing of Metering Equipment to You upon request.

### 16.3 Failure to provide access to metering installation

- (i) If You fail to provide access to meters and metering installations for the purposes of obtaining meter readings, We will use estimated meter data, in accordance with industry guidelines to calculate your usage and charges.
- (ii) You must either:
  - a) pay for usage and charges using estimated data, or:
  - b) provide access to the meter installation to enable a meter reading to be taken.
- (iii) Continued failure to provide access to meter installations for any purpose may result in de-energisation of Your Energy service in accordance with the Energy Laws.

## 17 Cancelling or Disconnecting Your Energy Supply

**Note:** Clause 17 is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 32.5.

### 17.1 Your right to request disconnection of Your supply

We will disconnect Your Supply Address, at Your request, as soon as practicable, and will finalise Your Bill in accordance with Your request.

## 17.2 When can We arrange for disconnection of Your supply?

We may disconnect Your *Supply Address* if permitted to do so by *Energy Laws*. The events which may result in us being permitted to arrange for the disconnection of Your *Supply Address* include the following:

- a) You fail to pay Your Energy Bill by the pay-by-date and, if You are a residential customer, You:
  - i. fail to comply with the terms of an agreed payment plan; or
  - ii. do not agree to offer to pay the Bill by instalments, or having agreed, You fail to comply with the instalment arrangement;
- b) You do not give access to Your premises to read a meter (where relevant) for 3 consecutive meter reads;
- c) You fail to give us safe and unhindered access to the premises as required by clause 16 or any requirements under the *Energy Laws*;
- d) You fail to provide a Security Deposit We are entitled to require from You;
- e) there has been illegal or fraudulent use of Energy at Your *Supply Address* in breach of Your *Energy Market Contract*;
- f) Your fixed term *Energy Market Contract* ends, supply does not continue under clause 5.3 and You do not take steps to enter into a new retail contract with us.

## 17.3 Disconnecting Your supply

- (i) We may only disconnect Your *Supply Address* if We have first complied with any pre-conditions to disconnection specified in *Energy Laws*. Generally, *Energy Laws* require us to provide You with advance warning notice of the disconnection. However, We are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of Energy at Your *Supply Address* or where there is an emergency or health and safety issue).
- (ii) Where You have entered into a dual fuel contract with us Your electricity will not be disconnected earlier than 15 Business Days after the gas has been turned off.
- (iii) On disconnection of Your supply, You will be responsible for any additional charges permitted under these conditions and the *Energy Laws*.

## 17.4 When can't We disconnect You?

- (i) We will not disconnect Your *Supply Address* where We are prevented by *Energy Laws* from doing so, including, subject to clause 17.4(ii), during the following times (the *Protected Period*):
  - a) on a Business Day before 8.00am or after 3.00pm;
  - b) on a Friday or the day before a public holiday;
  - c) on a weekend or a public holiday;
  - d) on the days between 20 December and 31 December (both inclusive) in any year; or
  - e) if You are being disconnected under clause 0a), during an extreme weather event.
- (ii) Your *Supply Address* may be disconnected within the *Protected Period*:
  - a) for reasons of health and safety;
  - b) in an emergency;
  - c) as directed by a relevant authority;
  - d) if You are in breach of Your customer connection contract which deals with interference with Energy equipment;
  - e) if You request us to arrange disconnection within the *Protected Period*;
  - f) if the *Supply Address* contains a commercial business that only operates within the *Protected Period* and where access to the premises is necessary to effect disconnection; or
  - g) where the *Supply Address* is not occupied.



## 17.5 If You are disconnected, when can You be reconnected?

- (i) We must request Your Distributor to reconnect Your Supply Address if, within 10 Business Days of Your Supply Address being disconnected, You:
  - a) rectify the matter that led to the disconnection;
  - b) request that Your Supply Address be reconnected;
  - c) pay any charge for reconnection (if requested).

**Note:** Clause 17.5 is modified by Appendix 1 for Supply Addresses located in South Australia. Please see clause 35.2.

# 18 Wrongful and Illegal Use of Energy

## 18.1 Use of Energy

You must not, and must take reasonable steps to ensure others do not:

- a) illegally use Energy supplied to your premises; or
- b) interfere or allow interference with any Energy equipment that is at your premises except as may be permitted by law; or
- c) use the Energy supplied to your premises or any Energy equipment in a manner that:
  - i. unreasonably interferes with the connection or supply of Energy to another customer or
  - ii. causes damage or interference to any third party; or
- d) allow Energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- e) tamper with, or permit tampering with, any meters or associated equipment.

# 19 Debt Recovery

We will not commence legal proceedings for debt recovery while You continue to make payments under an agreed payment arrangement, and We will comply with any relevant regulatory requirements governing debt collection.

# 20 Planned Interruptions to Your Energy Supply

## 20.1 Planned Interruptions to Your gas supply

If We are responsible for providing You with notice of interruptions to Your gas supply, We will endeavour to provide it in the manner, and within any specified time frames, required under applicable Energy Laws.

## 20.2 Retailer may arrange Retailer planned interruptions (maintenance repair etc.)

- (i) We may arrange Retailer planned interruptions to the supply of electricity to your premises where permitted under the Energy Laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter;
- (ii) If your electricity supply will be affected by a Retailer planned interruption arranged by us We will give You at least 4 Business Days' notice by mail, letterbox drop, press advertisement or other appropriate means.

## 20.3 Your right to information about planned interruptions

- (i) If You request us to do so, We will use our Best Endeavours to explain a Retailer planned interruption to the supply of electricity to the premises which was arranged by us.
- (ii) If You request an explanation be in writing We must, within 10 Business Days of receiving the request, give You either:
  - (iii) the written explanation; or

- (iv) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (v) For interruptions made by Your Distributor We may refer You to Your Distributor to provide information.

## 21 Retailer of last resort event

If We are no longer entitled by law to sell Energy to You due to a Retailer of Last Resort (RoLR) event occurring in relation to us We are required under the National Energy Retail Law and the National Energy Retail Rules (or by other applicable Energy Laws) to provide relevant information (including Your name, billing address and metering identifier) to the entity appointed as the relevant designated Retailer for the RoLR event and this contract will come to an end.

## 22 Bundle Discounts or Services

### 22.1 About Bundle Discounts or Services

- (i) As a Commander Power & Gas customer, You may be able to add Bundle Discounts or Services to Your electricity account with Us.
- (ii) Bundle Discounts are discounts applied to Your Commander Power & Gas electricity Bill when You choose to receive another Bundle Service from eligible Bundle Service Providers.
- (iii) The amount and details of Your Bundle Discount or Bundle Service is agreed at the time of entering into this Energy Market Contract (if any) and are specified in our Market Contract Summary.
- (iv) If You agree to a Bundle Discount or Service after entering into an Energy Market Contract with us then the details of the Bundle Discount or Service will be specified in a separate document that We will provide.

### 22.2 Eligibility for a Bundle Discount or Service

- (i) We may offer, or You may apply to us for Bundle Discounts or Services. Eligibility for, and application of Bundle Discounts or Services are at the absolute discretion of M2 Energy
- (ii) You will only receive Bundle Discounts or Services where We have offered, or You have applied for them. You will not automatically receive Bundle Discounts or Services until they are approved by us and the relevant Bundle Service Provider.
- (iii) We and the Bundle Service Providers have the right to accept or reject any application for a Bundle Discount for any reason.
- (iv) You agree to allow Bundle Service Providers to undertake credit checks, and assess Your eligibility for individual Bundle Discounts.
- (v) In order to receive a Bundle Discount or Services, the additional Bundle Service must be provided to the person at the same address as Your Supply Address. Bundle Services are not available for any address which is not the same as the Supply Address.
- (vi) Termination of Your Energy Market Contract will result in the termination of Your Bundle Discount or Services. If You re-establish a Commander Power & Gas service as described in clause 22.5, then You may not be able to establish the same Bundled Services or Discounts.

### 22.3 Where can I find information about Bundle Discounts or Services?

- (i) The products that attract the Bundle Discounts or Services may vary from time to time.
- (ii) For a current list of available Bundle Discounts or Services and for specific product eligibility criteria for each Bundle Discount or Services see our Website.

### 22.4 Term of Bundle Discount

- (i) The term of the Bundle Discount or Service operates for the term of Your Energy Market Contract while You remain eligible for individual Bundle Discounts, or as specified when You agree to the Bundled Discount or Service.

- (ii) If at any time You fail to meet the eligibility criteria for individual discounts or services, they may be discontinued as notified to You in writing at the time of the agreement. Details about eligibility criteria for Bundled Discounts and Services can be found on our Website.
- (iii) If an associated agreement with a Bundle Service Provider for a Bundle Service is suspended or terminated, the related Bundle Discount will be suspended or no longer applied to Your electricity account.
- (iv) If You cancel or terminate a Bundle Service, the related Bundle Discount or Service will be cancelled and no longer be applied to Your electricity account. You may be subject to a Bundle Discount or Service termination fee (if notified to You in writing at the time of agreeing the Bundle Discount or Service).
- (v) The cancellation of a Bundle Discount or Service does not cancel or terminate this Energy Market Contract or an associated agreement with a Bundle Service Provider.
- (vi) Bundle Discounts or Service may apply to new Energy Market Contracts if agreed by You and us.

## 22.5 Moving Home

- (i) You must contact Your individual Bundle Service Providers to arrange to move Your individual Bundle Services to a new address and comply with the Terms and Conditions contained within Your agreement with them.
- (ii) If You transfer Your electricity supply to a new address, You will not be charged a Bundle Discount or Service termination fee providing that You enter into a new agreement with Commander Power & Gas us for similar services available at that address.
- (iii) If there are no similar services available at the new address, the Bundle Discount termination fee will be waived.
- (iv) New Bundle Discounts or Service may have different discounts, inducements and Terms and Conditions to existing Bundle Discounts.

## 22.6 Application of Bundle “Usage” Discounts

- (i) Bundle Discounts on electricity usage will be applied to Your electricity Bill only after the application of any relevant concession or rebate You may be entitled to.
- (ii) If a concession or rebate is:
  - a) applied retroactively; or
  - b) removed retroactively,
 to Your electricity account, then the amount of the Bundle Discount will be re-assessed and adjusted accordingly.
- (iii) Distributor Charges, Additional Retail Charges, and any other charges are not subject to Bundle Discounts, unless notified by us to You in writing.
- (iv) Bundle Discounts may be aggregated to one discount amount.

## 22.7 Application of other Bundle Discounts or Services

- (i) Other inducements that may form part of a Bundle Discount or Services are applied to Your electricity account (if applicable) according to the rules and timings associated with the specific inducement.
- (ii) Some inducements may be provided via Your Bundles Service Providers invoice or through the provision of goods or services directly to You
- (iii) The timing and application of these inducements (if applicable) will be notified by us to You in writing.

## 22.8 Refund of Bundle Discounts

- (i) Bundle Discounts will be applied to Your electricity account, and any Credit Amount will be carried forward to Your next account. Where Your account has been finalised, Bundle Discounts will be applied to any outstanding balance.
- (ii) Where Your account has been finalised, remaining credit amounts may be transferred to other Commander Power & Gas electricity accounts You may have, or will be refunded to You in accordance with Your reasonable instruction.

## 22.9 What happens if Your Electricity Bill is undercharged or overcharged?

- (i) Bundle Discounts are subject to adjustment following billing or invoicing errors that relate to Your electricity account as set out in this Energy Market Contract.
- (ii) Bundle Discounts will be re-applied to the Bill following any adjustment to the bill.
- (iii) Treatment of any adjusted Bill balance is subject to the applicable Energy Laws.

## 23 Communications and Amendments

### 23.1 How We communicate with You

- (i) We will (except where Energy Laws require us to use another method of communication) send notices, consent documents or other communication to You by e-mail or through our Website.
- (ii) In order to receive these notices, You must ensure that:
  - a) Your computer can receive our e-mails;
  - b) Your computer can receive PDF files. PDF files can be opened with Adobe® Reader®. You can download this from [www.adobe.com](http://www.adobe.com) free of charge; and
  - c) You notify us as soon as Your e-mail addresses changes.
- (iii) E-mail communications cannot be guaranteed to be timely, totally secure, error or virus-free.
- (iv) If You provide us with a Primary Email Address to provide You with notices under these Terms and Conditions, You agree that:
  - a) We may give You notices under these Terms and Conditions by sending an email to that address;
  - and
  - b) it is Your responsibility to check Your email regularly and make sure that Your email Facility can receive emails from us
- (v) We will redirect notices at Your request to another person, as long as that person provides us with written consent.
- (vi) It is Your responsibility to inform us of any relevant change to Your contact details as soon as possible. Notices will be deemed to be received:
  - a) when delivered by post, 2 Business Days after the date of posting;
  - b) when delivered by fax, on receipt by us of a transmission report that advises the transmission was sent successfully;
  - c) when delivered by email to us or
  - d) when delivered by hand before 4.00pm on a Business Day, at the point of delivery, or otherwise the next Business Day at the point of delivery.

### 23.2 How these Terms and Conditions may be amended

- (i) Unless prohibited by Energy Laws, We may amend these Terms and Conditions by giving You 20 Business Days' notice of the amendment in writing (via email, or letter) in accordance with clause 23.1.
- (ii) Where We provide You a notice of amendment, and if the amendment would have a material adverse impact on You may cancel Your Energy Market Contract within 20 Business Days of being notified without incurring any early termination fee or other penalty and without being bound by the change.
- (iii) Where You cancel Your Energy Market Contract in accordance with clause 23.2(ii), the contract will terminate 10 Business Days after You provide notice of the termination.
- (iv) If, after the termination of Your Energy Market Contract We continue to be financially responsible for the Energy supplied to your site, You will be supplied Energy under our Standing Contract Terms and Conditions and prices. our Standing Contract Terms and Conditions and prices are available on our Website. Discounts are not generally available under our Standing Contract.

- (v) Despite clause 23.2(i) and 23.2(ii) above, and to the extent necessary to accommodate any change in any regulatory requirements or Energy Laws, We may immediately vary any term or condition, and will take reasonable steps to bring the general nature of such changes to Your attention (for example, by informing You in a Bill that our Terms and Conditions have changed and can be viewed on our Website)

### 23.3 Assignment

We may only assign this Energy Market Contract with your written consent, unless the assignment forms part of the transfer to the same third party of all or substantially all the M2 Energy Pty Ltd Energy retail sales business. You may not assign this Energy Market Contract without our written consent.

## 24 Enquiries and Complaints

### 24.1 Making an enquiry or complaint

- (i) If You have an enquiry, complaint (including a complaint regarding our marketing representative or any person acting on our behalf) or dispute, You should contact us first on 1300 857 073. We will use our Best Endeavours to promptly answer Your call and resolve Your issue to Your satisfaction.
- (ii) If You wish to write to us (by email, facsimile or mail), You should provide Your contact details, including Your name, address and telephone number, and the details of Your enquiry, complaint or dispute, including a copy of any supporting information (such as a copy of Your Energy Market Contract).
- (iii) You can contact us in writing:
  - a) by fax on 1300 374 319; or
  - b) by mail to: Commander Power & Gas PO Box PO Box 631 Collins St West, Melbourne, VIC 8007.

### 24.2 When can You expect a response or resolution?

- (i) Subject to clause 24.3, We will acknowledge receipt of Your enquiry, complaint or dispute, either by telephone or in writing, as soon as possible but in any event within 5 Business Days of receiving it from You. Where possible, We will also try to resolve Your enquiry or complaint within this timeframe.
- (ii) If You make a telephone enquiry or complaint relating to disruption or interruption to, or the quality of, Your Energy supply, We will transfer You to Your Distributor, or provide You with Your Distributor's telephone number for faults and emergencies, We will also provide on request, any information We have about any planned interruptions to Your supply. We will also refer to Your Distributor:
  - a) any request relating to connection or disconnection of Your Supply Address, within two hours of receiving the request from You (during business hours), or within such longer time as is practicable having regard to the nature of Your request or within 1 Business Day; and
  - b) any matter relating to the provision of connection services, as soon as possible, or within such longer time as is practicable having regard to the nature of Your request or within 1 Business Day.
- (iii) Your Distributor should respond to Your enquiry or commence work to remedy any issue as soon as possible.
- (iv) At all times, We will try to resolve Your enquiry or complaint within 20 Business Days of receiving it from You (or such other time period prescribed by Energy Laws) and We will advise You of the outcomes of Your enquiry or complaint.

### 24.3 How will Your complaint be managed?

- (i) We will handle any complaint made by You in accordance with our Complaint Management Policy, which is based on the Australian Standard on Complaints Handling (AS (S) 10002-2006), and is available on our Website, or free of charge, on request.
- (ii) If You are unhappy with the decision that We make in relation to Your complaint, You may raise the complaint to a higher level within our business.
- (iii) If You are still not satisfied with our response, or We have not resolved Your complaint to Your satisfaction within 20 Business Days of receipt, You have the right to refer the complaint to the Energy Ombudsman or other relevant body in Your State or Territory. Relevant contact details are contained in on Your Bill and in Appendix 1 of this Energy Market Contract.

- (iv) You may also ask us to provide the reasons for our response in writing.

## 25 Language Assistance



If you need an interpreter, please call the Translating and Interpreting Service (TIS National) on **131 450** and ask to be connected to Commander on **1300 857 073** during normal business hours 8am-6pm AEST Mon-Fri

Si usted necesita un intérprete, por favor llame al Servicio de Interpretación y Traducción (TIS National) al 131 450 y pida que le conecten con Commander al 1300 857 073 durante el horario comercial normal 8am-6pm AEST Mon-Fri.

Αν χρειάζεστε διερμηνέα, μπορείτε να καλέσετε την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS National) στο 131 450 και να ζητήσετε συνδεσει με το Commander στο 1300 857 073 ολεV thV εργάσιμες ώρες thV hmeraV.

如果您需要传译员,请在正常营业时间内致电传译服务处:131 450,然后请求转接到 Commander:1300 857 073 8am-6pm AEST Mon-Fri.

Nếu bạn cần một thông dịch viên. Xin vui lòng gọi cho Dịch Vụ Thông Phiên Dịch (TIS Quốc) 131450 và yêu cầu được kết nối với Commander vào 1300 857 073 trong thời gian làm việc bình thường 8am - 6pm. AEST Mon-Fri

Wenn Sie einen Dolmetscher benötigen, wenden Sie sich bitte an der Übersetzungs-und Dolmetscher-Service (TIS National) auf 131 450 an und fragen Sie nach Commander auf 1300 857 073 während der normalen Geschäftszeiten 8am-6pm AEST Mon-Fri.

Se avete bisogno di un interprete, si prega di chiamare il Servizio traduzioni e interpreti (TIS National) al numero 131 450 e chiedere di essere collegato a Commander su 1300 857 073 durante il normale orario di lavoro 8am-6pm AEST Mon-Fri.

إذا كنت بحاجة الى مترجم اتصل ب 131 450 و اطلب توصيلك ب Commander على 1300 857 073 خلال ساعات العمل الرسمية 8am-6pm AEST Mon-Fri.

**HEARING IMPAIRED:** Hearing Impaired Services. National Relay Service - TTY users phone **133 677** then ask for **1300 857 073**

## 26 Our Privacy Statement

We will comply with the Privacy Act 1988 (Cth) and the Energy Laws in collecting, using, or disclosing Your personal information. Details about our commitment to privacy are set out in our Privacy Policy, which is available on our Website at [www.commanader.com/cpginfo](http://www.commanader.com/cpginfo).

## 27 Our Liability

- (i) The quality and reliability of Your electricity supply and the quality, pressure and continuity of Your gas supply is subject to a variety of factors that are beyond our control as Your Retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the Distribution System and the acts of other persons (such as Your Distributor), including at the direction of a relevant authority.
- (ii) To the extent permitted by law, We give no condition, warranty or undertaking, and We make no representation to You about the condition or suitability of Energy its quality, fitness for purpose or safety, other than those set out in this contract.
- (iii) Unless We have acted in bad faith or negligently, the National Energy Retail Law or other applicable Energy Laws exclude our liability for any loss or damage You suffer as a result of the total or partial failure to supply Energy to Your premises, which includes any loss or damage You suffer as a result of the defective supply of energy.

## 28 Force majeure

### 28.1 Effect of Force Majeure Event

- (i) If You or We cannot meet an obligation under this contract because of an event outside the control of that party ('a Force Majeure Event'):
  - a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the Force Majeure Event for as long as the Force Majeure Event continues; and

- b) You or We must use its Best Endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove overcome or minimise those effects.

## 28.2 Deemed prompt notice

If the effects of a Force Majeure Event are widespread, We will be deemed to have given You prompt notice if We make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

## 28.3 Obligation to overcome or minimize effect of Force Majeure Event

Where You or We claims a Force Majeure Event You or We must use Best Endeavours to remove overcome or minimise the effects of that event as soon as practicable.

## 28.4 Settlement of industrial disputes

Nothing in this clause requires either You or us to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

# 29 Our GST

- (i) In this section, terms that are capitalised have the same meaning as that given in the GST Act, except where these terms are defined in clause 31.
- (ii) All charges specified in this Energy Market Contract, or in rates and price schedules that relate to products and services provided in this Energy Market Contract are inclusive of GST unless otherwise specified.
- (iii) Where any amounts payable are expressed as being GST exclusive, these amounts will be increased by the amount required to ensure that the payment net of GST is the same as it would have been prior to GST being applied.
- (iv) Reimbursements, indemnifications or payments to You or us calculated by reference to a loss, cost, expense or other amount will be reduced by the amount of any input tax credit available, and, if a taxable supply, will be increased by an additional amount equal to the GST payable.

## 29.2 GST and Feed-In Electricity

- (i) All amounts payable or the value of other consideration provided in a respect of a Taxable Supply made in relation to any Feed-In Tariff are exclusive of GST (if any).
- (ii) Notwithstanding any other provision in this Agreement, if GST is levied or imposed on any Taxable Supply made in connection with an agreement for Feed-In Electricity We must pay You in addition to any amounts payable, or the value of any consideration, for that Taxable Supply, an additional amount equal to the amount of that GST. Subject to clause 29.2(vii) We must credit or pay this amount at the same time as the relevant Feed-In Credit (as specified in clauses 11.6)
- (iii) Where any amount is paid as reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, the amount must be reduced by any Input Tax Credit available to that party and, if a Taxable Supply, must be increased by the GST payable in relation to the Taxable Supply and a Tax Invoice will be provided by the party being reimbursed or indemnified
- (iv) We acknowledge that We are registered for GST when We enter into an agreement for Feed-In Electricity and We will notify You if We cease to be registered for GST.
- (v) If applicable, You acknowledge that You are registered for GST when You enter into an agreement for Feed-In Electricity and You will notify us if You cease to be registered for GST.
- (vi) If permitted under the GST Act, You agree that:
  - a) We can issue a Tax Invoice in respect of the Taxable Supply;
  - b) You will not issue a Tax Invoice in respect of the Taxable Supply;
  - c) We will issue the original or a copy of the Tax Invoice to You within 28 days of making, or determining, the value of the Taxable Supply.

- (vii) If clause 29.2(vi) does not apply, You must provide to us a valid Tax Invoice for the advised amount payable, or the advised value of any consideration, for a Taxable Supply made in connection with this agreement for Feed-In Electricity and applicable GST.
- (viii) We each agree to do all things, including providing Tax Invoices or other documentation, that may be necessary or desirable to enable or assist each other to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with an agreement for Feed-In Electricity.
- (ix) You:
  - a) must provide a valid ABN to use in respect of any payments for Feed-In Electricity made to You if You are carrying on an enterprise and You are required to have an ABN and You are using the SSGF for business purposes; or
  - b) warrant that electricity exported by the SSGF is private and domestic by nature and not related to any business enterprise carried on by You and for this reason You have not provided an ABN to us because You are not required to have an ABN.
- (x) You will:
  - a) if requested by us provide a 'No ABN Withholding Declaration' as soon as practicable;
  - b) notify us immediately if You have not provided a valid ABN; and
  - c) indemnify us against any loss suffered by us because of failure by You to provide such notification.
- (xi) If We are required to withhold any amount in respect of tax from a payment to be made to You under an agreement for Feed-In Electricity, We are entitled to do so. Such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to You. If We pay an amount to You without withholding an amount in respect of tax, You indemnify us for any loss suffered by You because of us failing to withhold. We will provide You with a payment summary which covers each withheld amount in accordance with section 16-155 in Schedule 1 of the TAA.
- (xii) You will be solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any subcontractor's taxes) which may be imposed in relation to Feed-In Electricity, the installation, operation or maintenance of the SSGF or the payments made under this Feed-In Contract.

## 30 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- a) headings and notes are for convenience only and do not affect the interpretation of this Energy Market Contract;
- b) words importing the singular include the plural and vice versa;
- c) a reference to a document or a provision of a document includes any variation or replacement of it;
- d) law means common law, principles of equity and laws made by parliament (including regulations, orders and determinations), and consolidations, amendments, re-enactments or replacements of them;
- e) the words 'including', 'such as' or 'for example', are non-exhaustive and do not imply any limitation;
- f) the word 'person' includes a company, partnership, trust, joint venture, association, corporation, body corporate, unincorporated association, authority or Government Agency, and that person's executors, administrators, successors, substitutes and permitted assigns;
- g) a reference to a clause or schedule is a reference to a clause or schedule in this Energy Market Contract; and
- h) an event which is required under this Energy Market Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day subject to Energy Laws.

## 31 Meanings of Words

- (i) Subject to clause 31(ii), terms used in these Terms and Conditions have the same meanings as they have in:
  - a) the National Energy Retail Law and National Energy Retail Rules, as they apply in the State or Territory in which Your Supply Address is located; or



- b) if the National Energy Retail Law and National Energy Retail Rules do not apply in the State or Territory in which Your Supply Address is located, the applicable Energy Laws in force in that State or Territory.
- (ii) Terms which are listed in the first column of the table below, when used in these Terms and Conditions, have the meaning given in the second column of the table below.

<b>Term</b>	<b>Definition</b>
<b>ABN</b>	means an Australian Business Number issued under A New Tax System (Australian Business Number) Act 1999.
<b>Additional Retail Charges</b>	means a charge relating to the supply and sale of Energy by us to You other than a charge based on the Rate applicable to You and includes those charges described in clause 11.1(v)
<b>Automatic Payment Plan</b>	means the payment plan described in clause 15.
<b>Best Endeavours</b>	means to act in good faith and do what is reasonably necessary in the circumstances.
<b>Bill</b>	means a tax invoice issued by Commander Power & Gas
<b>Billing Cycle</b>	means the regular recurrent Billing Period.
<b>Billing Period</b>	means the period for which You receive a Bill from us for electricity supplied to You under Your Electricity Sales Contract.
<b>Bundled Discounts or Services</b>	means discounts applied to Your Commander Power & Gas electricity Bill when You choose to receive another Bundle Service from eligible Bundle Service Providers
<b>Bundle Service Providers</b>	means the person or organisation responsible for the provision of a bundled service offered by Commander Power & Gas.
<b>Bulk Electronic Clearing System</b>	means the system that has the role of managing the conduct of the exchange and settlement of bulk electronic low value transactions for the Australian Payments Clearing Association.
<b>Business Day</b>	means a day on which banks are open for general banking business, other than a Saturday, Sunday or a public holiday.
<b>Concession or Rebate</b>	means payments, credits or deductions required by a relevant authority and credited against a Bill, subject to the relevant authority's rules or guidelines.
<b>Connection Point</b>	means the agreed point of supply established between the Distributor and You.
<b>Connection Services</b>	means a connection service related to a connection (or a proposed connection) between a Distribution System and a customer's Supply Address as per Chapter 5A of the National Electricity Rules.
<b>Credit Amount</b>	has the meaning given in clause 13.1.3.
<b>Customer Connection Contract</b>	Means a deemed or negotiated customer connection contract as defined in section 67 of the Nation Energy Retail Law.
<b>Deemed Contract</b>	means an Energy contract that is deemed to exist between a Retailer and a customer, on Deemed Contract terms and prices, when a Standard Retail Contract or Energy Market Contract has not been entered into.
<b>Direct Debit or Direct Credit</b>	means a preauthorized payment under which an account holder authorises a financial institution to pay a fixed or variable amount directly to Commander Power & Gas at agreed intervals or after agreed notice.
<b>Distribution System</b>	means the network Your Distributor uses to transport Energy to Your Supply Address.
<b>Distributor</b>	means the entity that is licensed to own or operate the Distribution System that provides Your Supply Address with Energy.

<b>Distributor Charges</b>	means the charges payable for services provided by Your Distributor in connection with the supply of Energy to Your Supply Address, including connection charged if You have asked us to arrange a new connection or connection alteration and have not made alternative arrangements with Your Distributor. The Distributor Charges do not include any Additional Retail Charges.
<b>Commander Power &amp; Gas Customer Charter</b>	means the Commander Power & Gas document summarising a customer's rights, responsibilities, and obligations in relation to their Energy contract.
<b>Dual Fuel Contract</b>	means, where You have with us a separate Energy Market Contract for the supply of electricity and a separate Energy Market Contract for the supply of gas, and We issue You one Bill for both those contracts.
<b>End Date</b>	means the fixed date of expiry of Your Electricity Sales Contract.
<b>Energy</b>	means electricity or gas or both, depending on which is the subject of the Energy Market Contract.
<b>Energy Laws</b>	means any acts, regulations, by-laws, rules, orders, licences, guidelines, approvals or codes relating to the supply of electricity as may be in force and as amended from time to time.
<b>Energy Market Contract</b>	means a market retail contract to provide Energy at market offer prices at the Terms and Conditions in this document and the Market Contract Summary.
<b>Facility, Small Solar Generation Facility or SSGF</b>	means a net metered solar generation Facility that must generate no more than 5 kwh located at the Supply Address
<b>Feed-In Credit</b>	means the amount to be credited to You for purchase of Feed-In Electricity.
<b>Feed-In Electricity</b>	means the electricity supplied by You under Your Facility
<b>Feed-In Schedule</b>	means the completed schedule, signed or otherwise accepted by You forming part of this Feed-In Contract, the form of which is provided at the end of these Terms and Conditions.
<b>Feed-In Tariff or Retail Feed-in Tariff</b>	means the price at which We purchase Feed-In Electricity that You export through the Connection Point, detailed in your Energy Market Contract Summary.
<b>Financially Responsible Market Participant or FRMP</b>	means the Retailer identified as the Financially Responsible Market Participant (with the meaning of the National Electricity Rules) in relation to the Supply Address.
<b>Force Majeure Event</b>	means an event outside the control of You or us and as specified in Your Energy Market Contract Terms and Conditions.
<b>Government Agency</b>	means any Government Department or statutory or public body under State or Commonwealth control or acting in accordance with powers conferred by legislation.
<b>GST</b>	has the same meaning as under the GST Act.
<b>GST Act</b>	means A New Tax System (Goods and Services Tax) Act 1999 (CT).
<b>Loss Factors</b>	means the product, expressed as a percentage, of the transmission loss factor (set by the Market Operator or estimated by us) and the distribution loss factor (set by Your Distributor or estimated by us), which affect any additional amounts payable in relation to electricity that is lost through the transmission and Distribution Systems on the way to the Supply Address.
<b>Market Contract Summary (Disclosure Statement)</b>	means the document that details the specific rates, charges fees and other specific details of Your Energy Market Contract.

<b>Market Operator</b>	means the Australian Energy Market Operator limited (ACN 072 010 327) the company that operates and administers the wholesale gas and electricity markets and transmission systems.
<b>Meter Co-ordinator</b>	An MC is a person registered with AEMO who engages in the coordination and provision of metering services at a connection point.
<b>Metering Equipment</b>	means equipment used to meter electricity imported or exported from a Supply Address.
<b>Metering Services</b>	means type 5 and 6 metering services provided National Electricity Rules (NER) or National Gas Rules (NGR)
<b>National Energy Retail Rules</b>	means the National Energy Retail Rules applying in Your State or Territory by operation of the National Energy Retail Law.
<b>National Energy Retail Law</b>	Means Schedule 1 of the National Energy Retail Law (South Australia) Act 2011
<b>Pay on Time Discount</b>	means a discount that may apply if a Bill payment is made in full by the payment due date.
<b>Primary Email Address</b>	is the electronic mail address You provide us to be used as the source of electronic communication to You.
<b>Protected Period</b>	has the meaning given in either clause 17.4(i) or 32.5(i) (as applicable).
<b>Published Feed-In Tariff Rate</b>	means the rate We will purchase each kilowatt hour Our of Feed-In Electricity Feed-In Electricity exported, at those rate Rates that are notified to You from time to time and published on our Website <a href="http://www.commander.com/">http://www.commander.com/</a>
<b>Rate or rates or Tariffs</b>	is the price paid for the supply and/or sale of Energy or purchase of Feed-in Electricity.
<b>Renewal Energy Certificates</b>	means a large-scale generation certificate as defined in the Renewable Energy (Electricity) Act 2000 (Cth).
<b>Retail Customer</b>	means: a) residential customer; or b) Small Business Customer.
<b>Retailer</b>	means a person licensed or authorised under the Energy Laws to retail Energy.
<b>RoLR</b>	has the meaning given in clause 21
<b>Security Deposit</b>	Means an amount of money we may request, as allowed under Energy Laws, as security against default or non-payment of Your account.
<b>Small Business Customer</b>	means a customer who is not a Domestic Customer and who is classified as a Small Business Customer or small customer for the purposes of Energy Laws.
<b>Small-Scale Technology Certificates</b>	means a Small-Scale Technology Certificate as defined in the Renewable Energy (Electricity) Act 2000 (Cth).
<b>Special Field Officer</b>	means our representative or a representative of Your Distributor or Meter Data Provider.
<b>Standard Usage Payment</b>	Is the amount due after any Energy usage or estimated Energy usage at your Supply Address for the Billing Period is multiplied by the applicable rates
<b>Standing Contract or Standard Contract</b>	means the Contract that is created between us and Retail Customers when that customer accepts our standing offer or Standard Retail Contract.
<b>Supply Address</b>	means the address for which You purchase Energy from us being the Supply Address specified in the Market Contract Summary.
<b>TAA</b>	means the Taxation Administration Act 1953 (CT).

<b>Terms and Conditions</b>	means the Terms and Conditions specified in this Energy Market Contract.
<b>We / Us /Our / Commander Power &amp; Gas</b>	means M2Energy Pty Ltd (ACN 123 155 840) trading as Commander Power & Gas We/Us/Our have the same corresponding meaning.
<b>Website</b>	means the Commander Power & Gas Website at <a href="http://www.commander.com">www.commander.com</a>
<b>You, Your</b>	means the customer party to this Energy Market Contract; Your has an equivalent meaning.

## Appendix 1

# STATE OR TERRITORY SPECIFIC TERMS & CONDITIONS

## 32 Terms and Conditions specific to Victoria

### 32.1 Who to contact for assistance

**Energy and Water Ombudsman Victoria** (for complaints You can't resolve with Commander Power & Gas)

Ph: 1800 500 509 Website: [www.ewov.com.au](http://www.ewov.com.au)

**Department of Human Services** (for Energy concessions)

Ph: 1800 658 521 Website: [www.dhs.vic.gov.au](http://www.dhs.vic.gov.au)

**Essential Services Commission** (Victorian Energy industry regulator)

Ph: 1300 664 969 Website: [www.esc.vic.gov.au](http://www.esc.vic.gov.au)

### 32.2 Estimation of bills

Despite anything to the contrary elsewhere in these Terms and Conditions, if You have a smart meter and We cannot reasonable or reliably base a Bill on actual metering data collected from Your smart meter for each trading interval, We may provide You with a Bill that is either:

- a) prepared using estimated and/or substituted metering data in accordance with applicable Energy Laws; or
- b) if estimated and/or substituted metering data is not available, prepared based on Your historical billing or metering data or, where We do not have such data, the average usage of Energy by a comparable customer over the corresponding period covered by the estimated bill.

### 32.3 Historical billing information

We will use our Best Endeavours to provide historical billing and metering data to You for the previous 2 years within 10 Business Days of Your request, or such other period as We agree. We will provide the data to You in the form required by Energy Laws.

### 32.4 Variations to market retail contracts

We may vary the structure and nature of a Rate without any further agreement to the extent that this is specified in Your Market Contract Summary (Disclosure Statement). Otherwise, We will not vary the structure or nature of a Rate without seeking Your further written agreement.

### 32.5 Disconnection and reconnection

- (i) Subject to clause 32.5(ii), Your Supply Address may not be disconnected during the following times (the Protected Period):
  - a) on a Business Day before 8.00am or after 2.00pm, if You are a residential customer;
  - b) on a Business Day before 8.00am or after 3.00pm if You are a Small Business Customer;
  - c) on a Friday or the day before a public holiday;

- d) on a weekend or a public holiday; or
  - e) on the days between 20 December and 31 December (both inclusive) in any year.
- (ii) Your Supply Address may be disconnected within the Protected Period:
- a) for reasons of health and safety;
  - b) in an emergency;
  - c) as directed by a relevant authority;
  - d) if permitted under Your customer connection contract or under applicable Energy Laws;
  - e) if You request us to arrange disconnection within the Protected Period;
  - f) if Your Supply Address contains a commercial business that only operates within the Protected Period and where access to the Supply Address is necessary to effect disconnection; or
  - g) where Your Supply Address is not occupied.
- (iii) If You ask us to reconnect Your Supply Address, We will arrange for reconnection of Your Supply Address in the manner and within the timeframes required under applicable Victorian Energy Laws.

### 32.6 What is not covered by our Energy Market Contract

- (i) This Energy Market Contract does not regulate the purchase by Us of electricity generated by a qualifying solar or renewable Energy generation Facility at Your Supply Address. Please see Our Feed- In Terms and Conditions provided with Our Market Contract Summary (Disclosure Statement) (if applicable) or available on Our Website.
- (ii) If applicable, however, in accordance with our Victorian Feed-In Terms and Conditions, any amount payable by You to Us for a Billing Period Billing Period under this Energy Market Contract Energy Market Contract will be reduced (credited) by the Feed-In Credit determined in accordance with Our Victorian Feed-In Terms and Conditions

### 32.7 Our liability

Nothing in this Energy Market Contract varies or excludes in any way the operation of sections 232 or 233 of the Gas Industry Act, (Vic) or section 33 of the Gas Safety Act 1997 (Vic).

## 33 Terms and Conditions specific to New South Wales

### 33.1 Who to contact for assistance

**Energy and Water Ombudsman New South Wales** (for complaints You can't resolve with Commander Power & Gas)  
Ph: 1800 246 545 Website: [www.ewon.com.au](http://www.ewon.com.au)

## 34 Terms and Conditions specific to Queensland

### 33.1 Who to call for assistance

**Energy Ombudsman Queensland** (for complaints You can't resolve with Commander Power & Gas)  
Ph: 1800 662 837 Website: [www.eoq.com.au](http://www.eoq.com.au)

**Department of Communities Concession Unit.** (for Energy concessions)  
Ph: 1800 460 849 Website: [www.communities.qld.gov.au](http://www.communities.qld.gov.au)

### 34.2 Meter checks and tests

- (i) If You ask us to, We must arrangement for a check of the meter reading or metering data or for a test of the meter in reviewing the bill.
- (ii) If We carry out the check or test and:
  - a) the meter proves to be operating correctly or the metering data is accurate, We may request that You pay for the cost of the check or test; or

- b) the meter process to be operating incorrectly or the metering data is inaccurate, We cannot charge You for the cost of the check or test.

### 34.4 Changes in rates or charges

We will give You notice of any change in the rates and charges payable by You as follows:

- a) if the change results in an increase in the rates and charges applying to You – at least 10 Business Days before the variation to the rates or charges are to apply to You or
- b) if the change results in a decrease in the rates and charges applying to You – as soon as practicable, and in any event, no later than Your next bill.

### 34.4 Vacating Supply Address

Where You are vacating a Supply Address, the notice period You must give and any termination date will be the period and date required by applicable Queensland Energy Laws (to the extent that these are different from the period and date that would otherwise apply under these Terms and Conditions).

### 34.5 Our liability

Nothing in this Energy Market Contract varies or excludes in any way the operation of sections 315 and 316 of the Gas Supply Act 2003, Section 856 of the Petroleum and Gas (Production & Safety Act) Act 2004 or sections 97 and 97A of the Electricity Act 1994.

## 35 Terms and Conditions specific to South Australia

### 35.1 Who to call for assistance

**Energy and Water Ombudsman South Australia** (for complaints You can't resolve with Commander Power & Gas)

Ph: 1800 665 565      Website: [www.eiosa.com.au](http://www.eiosa.com.au)

Department for Families and Communities (for Energy concessions)

Ph: 1800 307 758      Website: [www.sa.gov.au/concessions](http://www.sa.gov.au/concessions)

**Essential Services Commission** (Energy industry regulator)

Ph: 08 8463 4444      Website: [www.escosa.sa.gov.au](http://www.escosa.sa.gov.au)

### 35.2 Reconnection

If You ask us to reconnect Your Supply Address, We will arrange for reconnection of Your Supply Address in the manner and within the timeframes required under applicable South Australian Energy Laws.