

Customer Charter

ABOUT COMMANDER POWER & GAS

M2 Energy P/L trading as Commander Power & Gas is an energy retailer licensed to supply electricity and natural gas in Victoria, South Australia, New South Wales, the Australian Capital Territory, and Queensland.

M2 Energy is a member of the M2 group, one of Australia's largest internet service providers and a national telecommunications provider.

ABOUT THIS CHARTER

This Customer Charter (Charter) applies to small energy customers. It details your mutual rights, entitlements, and obligations and lets you know what you can expect as a Commander Power & Gas customer. This Charter also incorporates a statement of your rights in respect of bills and charges, and a how to go about making a complaint to us, and how to escalate that complaint to your local ombudsman.

You should read this Charter in conjunction with the terms and conditions of your electricity and/or gas (energy) contract with us.

This Charter is for information purposes only, and is not legally binding.

A copy of this Charter is available for download from our website (in a large print version). We will mail you a large print copy of this Charter, free of charge.

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YOUR CONTRACT WITH COMMANDER POWER & GAS

Contract Types

Market Contracts

Commander Power & Gas offers market contracts that are “no term”, and other contracts that continue for a set period called fixed term contracts. You should read the documentation contained in your Commander Power & Gas Contract Summary (Disclosure Statement) to confirm the terms and conditions associated with your market contract.

Our market contract terms and conditions may contain additional terms and conditions such as:

- an agreement for you to make payment by credit card or direct debit automatically
- an agreement for a different billing cycle.

Or other important terms specific to our agreement with you.

Standard / Standing Contracts

In addition, you have the right, granted by applicable Regulations, to enter into a standard (non-market) customer contract with the Designated Retailer for your premises.

The Designated Retailer for a premise is the retailer that is responsible for the energy supplied to that premises. Commander Power & Gas may be the Designated Retailer.

Where Commander Power & Gas is the Designated Retailer, the terms and conditions of this ‘Standard Retail Contract’ or ‘Standing Offer’ contract are available on our website. These standard contracts may differ depending which State your premises is in, and are subject to our published standard pricing, both of which are available on our website www.commander.com/cpginfo.

If you are a resident of New South Wales, you also have the right to enter into a Regulated Offer with regulated pricing from your Local Retailer (Energy Australia or Origin Energy).

Contract Commencement And Termination

When does your Contract start

If you agree to a Market Contract with Commander Power & Gas, your contract starts on the date you accept our offer (and satisfy any relevant preconditions). If we are not financially responsible to pay the relevant wholesale market for energy used at your supply address, our supply of energy to you will commence on the day we become financially responsible (which will generally be the day of your next meter reading).

If we are your Designated Retailer, your contract starts on the date you choose to enter into a Standard/Standing Contract with us.

If you move into a premise for which we are the Designated Retailer, you will be deemed to have a Standard Contract with us (unless you arrange otherwise).

Your cooling off period

If you have entered into a market contract with us, you have a 10 Business Day cooling off period to cancel your contract. To cancel your contract during the cooling off period, you must notify us within 10 Business Days of receiving your Terms and Conditions. You may call us to cancel your contract on 133 914. You may also use the cancellation notice provided with the Market Contract terms and conditions.

The Australian Consumer Law may extend the cooling off period by up to six months, in some circumstances. For example if we did not provide you with information about your cooling off rights or if we accepted or requested payment from you under the market contract during the cooling off period.

Cancelling your Contract

You may cancel your market contract by providing us with advance notice (generally 20 business days depending on the state you live in).

However, if you wish to cancel your fixed term market contract after the cooling period off has expired, but prior to the end of the contract, you will be liable for any termination costs detailed in your contract.

You may cancel your Standard/Standing Contract (without penalty) at any time by notice to us.

Expiration of your Contract

If you have entered into a fixed term Market Contract, we will contact you prior to the expiration of the fixed term:

- to notify you that the contract is due to expire;
- to confirm the expiry date;
- to advise you of the fees and terms and conditions that will apply after the expiration of the fixed term contract;
and
- to advise you of the options available to you.

Unless we advise you otherwise, we will transfer you to our no term Market Contract upon the expiration of the fixed term contract.

Moving house

You must provide 3 Business Days' notice if you are vacating your premise and you wish to terminate your contract. If you do not give us this prior notice, you may remain responsible for all energy consumed at the premise.

You will not be charged a termination fee if you are transferring your contract to a new premises, providing you enter into a contract with us for that premise. The new contract may have different terms and conditions to your current contract.

Changes To Prices, Rates And Tariffs.

We will provide you with advance written notice of any changes to our prices, rates and tariffs, which will include a future date on which the change will take effect, where required by Energy Laws.

Our Standing or Standard Offer prices may be varied once every 6 months. We will publish our standard prices on our website, and place a notice advising of any change in a newspaper in the applicable State.

Contract Variations

We may vary our Energy Market Terms and Conditions at any time as outlined in our Energy Market Terms and Conditions.

We will make variations immediately where:

- required by Law; or
- there is a benefit to you; or
- there is no impact on you.

We will provide you with 30 days written notice of a variation if we reasonably believe that the variation will have a minor detrimental impact on you. We will provide you with 21 days written notice of a variation if we reasonably believe that the variation will have more than a minor detrimental impact on you.

If the variation will have more than a minor detrimental impact on you, you may cancel your Market Contract without incurring any early termination fees.

Variations to Standard or Standing Contracts will be made in accordance with the applicable Energy Laws.

Credit Check/Verification Of Identity

In accepting our offer, you authorise us to carry out a credit check on you to establish your credit worthiness and to use your identification details to verify your identity.

YOUR COMMANDER POWER & GAS BILLS

Receiving Your Bill

If you have a Market Contract, you will be sent your bill via email to your registered email address. If you wish to receive a hard copy of your bill, this may attract an additional fee for each bill.

If you have a Standing Contract, your bill will be posted to you.

If requested, we will provide you with information about the status of your bill and about meter readings and meter registration connected with the bill free of charge and within a reasonable time of receiving your request.

Your Tariff/Rates

Your rate (or tariff) is the price you pay for your energy supply and is set out in either your Market Offer Summary (for a Market Contract) or our Standard/Standing offer.

On request (and within 10 business days), we will provide you with reasonable information on rates we may offer to you.

You are responsible for the consumption of energy at your Supply Address and for all fees and charges that the regulations allow us to charge, including any additional retail charges (e.g. for special meter readings), Distributor charges and for any other goods or services supplied to you. These charges are detailed in our Additional Retail Charges, available on our website.

How Your Bill Is Calculated

We will issue you a bill, every three months for electricity or every two months for gas or as agreed between us. Unless you have requested that we do otherwise, your bill will generally be based on your actual meter reading, but may in some circumstances (including where you do not provide safe and easy access to your meter) be based on an estimated or substituted reading in accordance with Regulations.

Amongst other information, your bill will include the following:

- your name and account number, supply address and each relevant NMI or MIRN;
- the period covered by the bill and relevant tariff or tariffs;
- the total amount of energy consumed in the period;
- whether the bill is estimated or based on a meter reading;
- any additional retail charges or distributor charges;
- the amount payable and the due date;
- telephone numbers for billing and payment enquiries, faults or emergencies;

We may also include in your bill a graph showing your consumption of energy and to the extent that data is available, your consumption for each billing period over the past 12 months, including a comparison of your consumption with the same period of the previous year.

You must also pay us for any additional charges, any other goods or services which you receive from us and any other charges applied by the Distributor for the supply of the energy to you.

Paying Your Bill

You must pay your bill by the due date for payment specified on the bill, which must be no earlier than 13 business days after the date it was issued.

We will accept payment in advance from you if required by Energy Laws.

We must apply any payments from you towards payment of your energy charges first, then to goods or services other than energy, or energy related charges.

Pay On Time Discount

If you have a Market Contract with us and you are eligible for a Pay on Time Discount, the amount of the applicable discount will be shown on your bill, along with the date that the bill must be paid by in order for the discount to be applied.

We will apply the Pay on Time Discount to the total dollar value of the usage component of the bill.

Concessions and Government Sponsored Rebates

If you are eligible, we will provide you with detailed information on concessions and/or rebates, upon request by you.

We will automatically apply to your account any Concessions that you are eligible for, providing you have supplied to us the appropriate details of your eligibility for the Concession and you have agreed to share that information with the relevant State or Federal government agency

Reviewing Your Account

We will review your bill at your request. However, in relation to that bill you are obliged to pay the lower of:

- that portion of your bill that you agree is not in dispute; or
- an amount equal to the average of your bills in the previous 12 months.

If we find the bill is correct then you must pay any unpaid amount.

If your bill is incorrect, we will adjust it.

If you believe your meter is faulty, you may request a meter test. If your meter is found to comply with Regulations, you must pay any unpaid amount owing on your account and the cost of the meter test.

Billing Information

Upon your request, we will send you free of charge the historical billing information relevant to your supply address for the previous 2 years (or for the period, you have been our customer, if that is less than 2 years).

If you have requested bill copies within the previous 12 months or request information that is 2 or more years old, a charge may apply.

We will also provide you with the following on your request:

- information about the current status of your bill or account;
- information about meter readings and meter registrations connected with a bill.

Undercharging

If we have undercharged or not charged you, we may recover that amount so long as we comply with the relevant Regulations. We will list the amount owing in a special bill or in your next bill with an explanation of the amount. We cannot recover more than the amount undercharged in the prescribed period (generally 9 months) prior to the date on which we notify you of the undercharging (i.e. we cannot charge you interest), and must offer you time to pay the amount undercharged.

Overcharging

If we have overcharged you \$50.00 or more, we will notify you within 10 business days of becoming aware, and will repay the amount in accordance with your reasonable instructions. Otherwise, we will credit any amount overcharged to your next bill.

PAYMENT OPTIONS

If we agree with you regular instalment payments, these instalments will be calculated based on an estimation of your energy usage. They also will be reviewed regularly to ensure they remain in line with your ongoing energy charges. You will be given 30 days' notice of any changes to your instalment payment. You have the right to object to a change of your regular instalment amount.

You may also agree with us to make payments in advance for your energy supply.

We do not pay interest on payments made in advance or credit balances on your bill.

CREDIT MANAGEMENT

Credit Management Policy

Our credit management policies adhere to the applicable energy regulations.

Payment Difficulties

You must contact us immediately if you believe that you will be unable to pay your bill by the due date.

Hardship

If you contact us, or we contact you believing that you are experiencing repeated difficulties in paying your bills, we may assess you for entry into our hardship program.

You may also request assessment for entry into our Hardship Program.

Our hardship program is accessible to any Business Customer experiencing financial hardship who meets the criteria under our hardship policy. Please contact us if you are experiencing financial hardship so we can assist you with managing your energy accounts and usage. Our hardship policy is available for download from our website at www.commander.com/cpginfo and outlines what you can expect from our hardship program.

If you enter the program, we will:

- Stop any collection action we are taking;
- Work with you to establish an affordable payment schedule;
- Assess your circumstances to see if you are eligible for any Government concessions or grants;
- Provide you with specific information on how to reduce your energy use; and
- Review your current tariff and contract arrangements.

Once you enter into the program, you must:

- Make your ongoing payments as agreed with us;
- Work with us to identify and reduce excess energy usage;
- Work with us on any grant or concession applications we may make on your behalf;
- Work with us and other third party organisations to arrange and attend appointments as required.

Disconnection Guidelines

Disconnection for Non-Payment

We can arrange for disconnection of your supply for your failure to pay your bill if we have:

- given you all the prescribed reminder notices, including a disconnection warning which states that we may disconnect you; and
- followed all applicable Regulations.

Unless you request otherwise, you will not be disconnected during times prescribed under regulation including:

- a business day before 8am or after 3pm; or
- a Friday or the day before a public holiday; or
- a weekend or a public holiday; or
- the days between 20 December and 31 December (both inclusive) in any year;

Other times you may be disconnected

You may be disconnected, or your supply interrupted, amongst other reasons:

- if, due to your acts or omissions, we or your Distributor have been unable to access your meter as stipulated in your terms and conditions;
- if you have tampered with the meter or you are otherwise using electricity in a manner that is not permitted by applicable laws and codes;
- if you refuse to provide Acceptable Identification when you are required to;
- in an emergency;
- for health and safety reasons; or
- for maintenance.

Subject to the terms of your contract, you may request us to disconnect your Supply Address at any time.

Reconnection after Disconnection for Non-Payment

If we have disconnected your supply because you have not paid your account, and then you subsequently pay your account (or we agree a payment arrangement) within 10 Business Days of the disconnection, then we will arrange for reconnection of your supply address. You may have to pay us a reconnection charge.

Generally, if you contact us early on a Business Day you will be reconnected on that Business Day. Otherwise, you will be reconnected on the next Business Day (unless you are in a remote area).

Reconnection after other disconnection events

If we have disconnected your supply due to another reason (other than an emergency or maintenance reason) and you rectify that reason within 10 Business Days of the disconnection, then we will arrange for reconnection of your supply address. You may have to pay us a reconnection charge. Otherwise, you will be reconnected when the event has ended.

Generally, if you contact us early on a Business Day you will be reconnected on that Business Day. Otherwise, you will be reconnected on the next Business Day (unless you are in a remote area).

LIFE SUPPORT

It is important that you register any life support machines installed at your property with us. We will ensure that this information is registered with your Distributor so that any interruptions in supply may be handled appropriately.

You may be asked to fill out a form, to be signed by your Doctor to confirm the details of your life support machine. This information may be requested independent of your eligibility to claim any life support Concession available in your state.

PRIVACY

We are bound by the Privacy Act 1988 and the National Privacy Principles, which can be obtained through the website of the Federal Privacy Commissioner: www.privacy.gov.au. A copy of our Privacy Policy can be downloaded from our website.

YOUR RESPONSIBILITIES

Access To Your Premises

You must allow us or our representative, safe, convenient and unhindered access to your property and meter so that your meter can be read and for connection, disconnection and reconnection. You must inform us or your Distributor as soon as possible of any change impeding access.

Updating Your Contact Information

It is your responsibility to ensure that your contact information is kept up to date.

COMMUNICATION

We will, where permitted by Regulation, send a notice, consent document or other communication to you by e-mail.

In order to receive these notices you must ensure that:

- your computer can receive our e-mails;
- Your computer can receive PDF files. PDF files are with Adobe® Reader®. You can download this from www.adobe.com free of charge; and
- You notify us as soon as your e-mail address changes.

How You Can Contact Commander Power & Gas

If you wish to write to us (by email, facsimile or mail), you should provide your contact details, including your name, supply address and telephone number, account number and the details of your enquiry or complaint, including a copy of any supporting information.

You can contact us in writing:

- by fax on 1300 374 226; or
- by mail addressed to:
Commander Power and Gas
P.O Box 631
Collins Street West VIC 8007
- by email to CPG.customercare@commander.com

For all phone enquiries relating to your bills, connection services and other services arranged by us, you can contact us on 133 914 from 8.00am to 6.00pm Monday to Friday.

We will use our best endeavours to promptly respond to telephone calls; and to written enquiries within 5 Business Days.

Translating And Interpreter Services

If you are a Business Customer and the main language you speak is not English, but is a language common to our Customer base, we will provide you with access to multi-lingual service. The contact number for this service is printed on all of our bills.

Complaints

We value our customers and want to make sure that we are providing you with the best possible service. If a problem should arise (including with our marketing representative), please contact us immediately and we will do everything we can to make sure that it is resolved to our mutual satisfaction. You can lodge a complaint using any of our contact methods available.

If we are not able to resolve the matter immediately or you are unhappy with our response, we will review the matter within the guidelines of our Complaints Management Policy. We will contact you within 5 Business Days with a resolution or if we need to take further steps (e.g., where we have to refer the problem to a Distributor) we will endeavour to explain to you what is happening.

If at the end of the process you are not satisfied with our response, please ask for your complaint to be raised to a senior person in our organisation.

If you are not satisfied with our response, you may refer the complaint to your energy Ombudsman. You may also ask us to provide the reasons for our response in writing.

Where you have entered into a Market Contract with us, you may also be contacted as part of an audit procedure, to confirm your understanding of and consent to the terms of that contract.

Service Standards

Regulation in some jurisdictions requires us to comply with prescribed minimum service standards (for example, Regulation may prescribe timeframes for responding to complaints or for meeting appointments). You may also be entitled to apply for a rebate if these standards are not met. On request, we will provide you with further information about these minimum service standards.

OUR ROLE IN SUPPLYING ENERGY TO YOUR ADDRESS

We are an energy Retailer and we sell you the energy that is delivered to your Supply Address through a distribution network.

Your Distributor delivers the gas and electricity to your property, through the 'pipes, poles, and wires' outside your property. Your property is serviced by a gas Distributor (if you have gas) and an electricity Distributor. In some instances, this may be the same company.

As your energy Retailer, we will use our best endeavours to work with your Distributor to arrange for the delivery of energy to your property and to help resolve any quality or continuity of delivery issues that may occur.

Your energy Distributor(s) is responsible for:

- the operation of the energy distribution network;
- connecting and delivering energy to your property;
- any faults and emergencies (we will include their phone number on each bill); and

- maintenance of poles, pipes, meters, wires and any other equipment required for delivering energy to your property, up to the point of your meter.

The nature of energy means that the continuity and quality of supply can be affected by a number of factors beyond our control as a Retailer. Your energy supply can be affected by weather, accidents, and the various requirements of generators, distributors, and regulatory authorities.

Faults And Emergencies

If you experience any type of gas or electricity failure, you can call the faults and emergencies number on your bill, or refer to the Distributor's website. Alternatively, you can call us and we will assist you where possible.

Continuity And Quality Of Supply

Because of the nature of energy, we cannot guarantee the quality, frequency, and continuity of energy to your property.

Interruptions and inconstancies with energy supply can cause problems with your sensitive equipment. We would suggest that you take reasonable precautions to minimise the risk of loss or damage to any equipment, property or your home, which may result from poor quality, or reliability of electricity supply.

Force Majeure

A force majeure event is an event outside the reasonable control of you or us, which would result in you or us being in breach of obligations under our energy supply contract.

If a force majeure event occurs:

- the obligations of the affected party are suspended to the extent to which they are affected by the force majeure event as long as the force majeure continues; and
- The affected party must give the other party prompt notice of the force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither you or us is required to settle any industrial dispute in any way that you or we do not want to).

DEFINITION OF TERMS

Acceptable Identification means, in relation to a Business Customer is a partnership, each of the partners may need to be identified. If a Business Customer is a company, acceptable identification includes the Australian Company Number or the Australian Business Number.

Business Customer means a customer who is not a Residential Customer.

Business Day means a day other than a Saturday or Sunday or a national public holiday.

Charter means this document that sets out your rights and responsibilities.

Concession means a state government concession, rebate, or grant.

Distributor means the company, which owns and operates the distribution network of poles and wires through which electricity or gas is provided to your Supply Address.

CPG or Commander Power & Gas or we or us means M2 Energy Pty Ltd (ABN 15 123 155 840) trading as Commander Power & Gas.

MIRN means the Metering Installation Registration Number, which is a unique number that identifies the supply point at your Supply Address

NMI means the National Meter Identifier, which is a unique number that identifies the supply point at your Supply Address.

Ombudsman means the Energy Ombudsman or other dispute resolution body who has jurisdiction in your State or Territory.

Residential Customer means a customer who purchases electricity principally for personal, household, or domestic use at the relevant Supply Address.

Retailer means a company licensed to sell electricity or gas as authorised under the relevant State Laws or the National Energy Retail Law (South Australia) Act 2011.

In this Charter, unless the context requires otherwise:

- i) headings are for convenience only and do not affect the interpretation of this Charter;
- ii) any reference to the singular includes the plural and vice versa;
- iii) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;

- iv) any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision; and another regulation or other statutory instrument made or issued under that Statutory Provision

WHO CAN YOU CONTACT FOR ASSISTANCE

Victoria (VIC)

Energy and Water Ombudsman Victoria (for complaints you cannot resolve with CPG)

Ph: 1800 500 509

Website: www.ewov.com.au

Department of Human Services (for energy Concessions)

Ph: 1800 658 521

Website: www.dhs.vic.gov.au

New South Wales (NSW)

Energy and Water Ombudsman New South Wales (for complaints you cannot resolve with Commander Power & Gas)

Ph: 1800 246 545

Website: www.ewon.com.au

South Australia (SA)

Energy and Water Ombudsman South Australia

Ph: 1800 665 565

Website: www.ewosa.com.au

Department of Families and Communities (for energy concessions)

Ph: 1800 307 758

Website: www.sa.gov.au/concessions

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 Power & Gas on 1300 857 073 during normal business hours.

CHINESE

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

SPANISH

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

VIETNAMESE

Nếu Bạn cần một thông dịch viên, xin vui lòng gọi cho Dịch Vụ Thông Phiên Dịch (TIS Quốc) **131 450** và yêu cầu được kết nối với Commander vào **1300 857 073** giờ trong thời gian kinh doanh bình thường

ARABIC

131 450 (TIS National) فضلك اتصل بخط الترجمة
ساعات العمل الرسمية إذا كنت بحاجة الى مترجم من
و اطلب توصيلك ب **Commander** على **1300 857 073** خلال

GERMAN

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.

ITALIAN

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

GREEK

Αν χρειάζεστε διερμηνέα, μπορείτε να καλέσετε την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS National) στο **131 450** και να ζητήσετε συνδεσει με το Χομμανδερ στο **1300 857 073** όλες της εργάσιμες ώρες της ημερας

HEARING IM PAIRED

Speak & Listen (SSR) **1300 555 727**. National Relay Service - TTY users phone **133 677** then ask for **1300 857 073**

Commander Power & Gas

Level 10, 452 Flinders Street Melbourne VIC 3000

March 2014