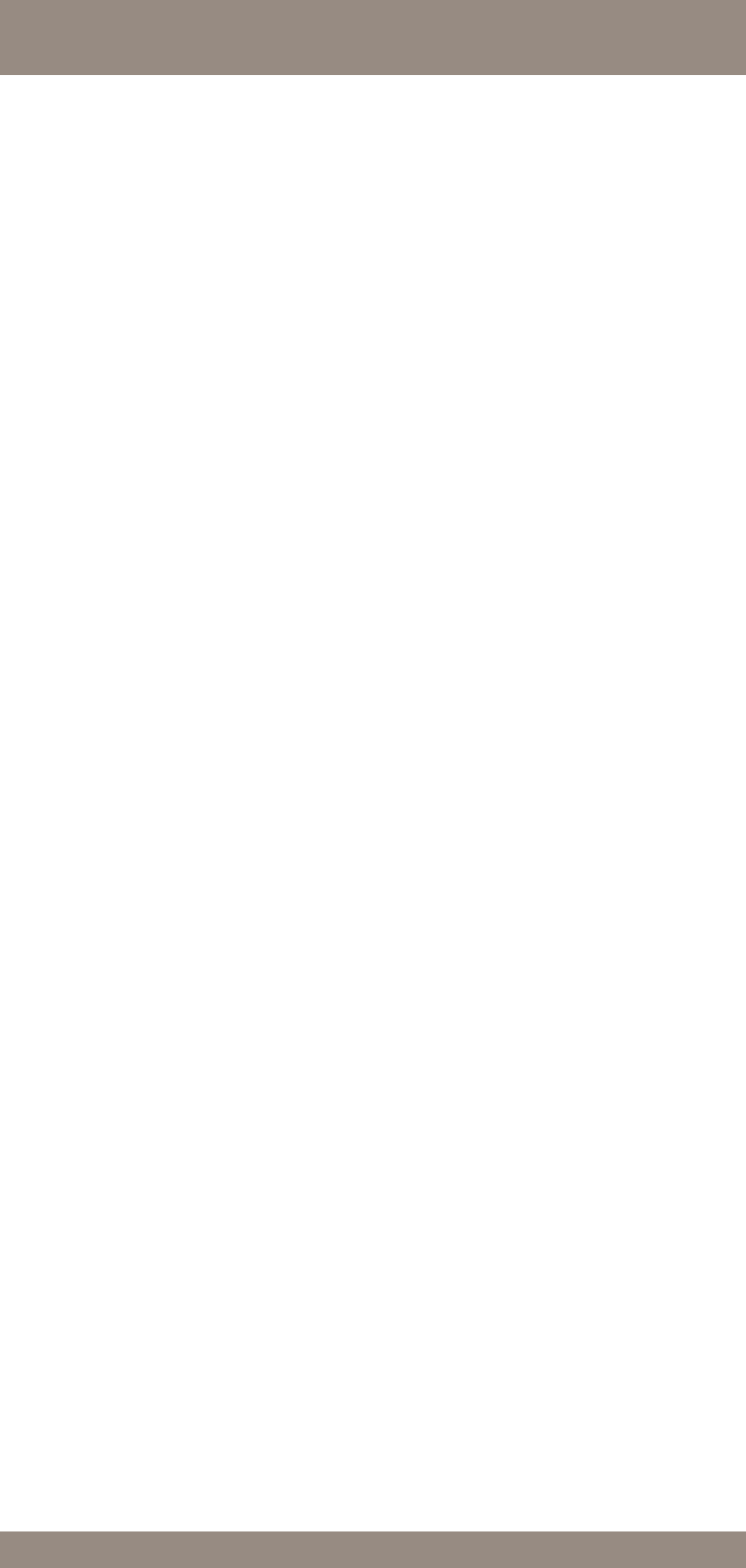


**COMMANDER**

P O W E R & G A S

# Energy Market Contract

Terms and Conditions



**Section 82**  
**Australian Consumer Law**

**RIGHT TO CANCEL THIS AGREEMENT WITHIN 10 BUSINESS DAY COOLING OFF PERIOD**

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

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**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 St  
Melbourne Vic 3001

**Or fax** 1300 374 226

**Or email** [CPG.cancellations@commander.com](mailto:CPG.cancellations@commander.com)

**Note:** 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: PO Box 631  
Collins St West, Melbourne, VIC 8007  
Supplier fax number: 1300 374 226

Goods or service to be supplied under agreement:			
Date of Agreement:			
Customer Full Name:			
Address:			
Suburb:			
State:		Post Code:	
Account No: (on welcome letter)			

### I WISH TO CANCEL THIS AGREEMENT

I WISH TO EXERCISE MY RIGHT TO CANCEL THIS AGREEMENT

Signature:	
Date :	

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

This Energy Market Contract is made between:

- (i) M2 Energy Pty Ltd (ACN 123 155 840 trading as Commander Power & Gas ) (CPG) of Level 10, 452 Flinders St Melbourne; and
- (ii) 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. These State or Territory specific Terms and Conditions will only apply to the extent the National Energy Retail Rules do not regulate the supply of Energy in Your State or Territory. 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 9.2 and Your fixed instalment payments may change as set out in clause 10.1.2 of these Terms and Conditions. Otherwise these Terms and Conditions may be amended in accordance with clause 16.2.

(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. Any inconsistency not allowed by the Energy Laws will be void.

(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 free 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; and
- b. Our Market Contract Summary.

(ii) If You accepted Our offer for the sale of electricity AND gas to Your Supply Address:

- a. a separate 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.

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## **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 clause 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) You are required to pay the amount billed by Us under clause 9 and perform Your other obligations under Your Energy Market Contract.

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

- (i) In arranging for the supply of Energy to Your Supply Address, Our obligation is to contact Your Distributor on Your behalf to arrange for this supply to occur. As those supply services are provided under a separate contract with Your Distributor, We have no liability in relation to the reliability and quality of supply provided to You under that contract. 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. the delivery of Energy to Your Supply Address; and
  - e. 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 Distributor Charges payable to Your Distributor for the supply of Energy to the Supply Address.(if required and available) and energisation of Your Supply Address).

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## **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 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 do suffer any loss or damage, You may be able to receive compensation from Your Distributor. 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. These preconditions may also include verification of Your identity and an acceptable credit history, as specified in clause 7.

#### **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 cancel 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 cancel 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 cancel 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 or another Retailer (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 to pay 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
- c. the day specified in Our Market Contract Summary (if any).

(ii) If Your Supply Address needs to be connected to the Distribution System or energised (see Clause 6), unless You cancel 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 to pay the relevant wholesale market for Energy used at Your Supply Address. This day will be the day Your meter is next read (which will be a special meter reading) following commencement of Your Energy Market Contract.



(iii) If Your Energy Market Contract is a fixed term contract that fixed term is specified in Our Market Contract Summary. That term commences on the day our obligation to sell Energy to you commences, as determined in accordance with this clause.

(iv) 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 it 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);
- 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; or
- g. if We are no longer entitled under Energy Laws to sell Energy to You (including as a result 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. 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 providing you enter into a contract with Us for 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 as a result 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?**

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:

- (i) the date Your Energy Market Contract will end;
- (ii) the options available to You when Your Energy Market Contract ends, including Your ability to choose the Retailer from whom You purchase Energy; and
- (iii) the Rates and conditions that will apply to You when Your Energy Market Contract ends if You do not exercise any other option and the consequences

of You not entering into another contract for the sale of Energy.

#### **5.4 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.

(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. See further Appendix 1.

(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.

#### **5.5 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 clause 17.

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### **6. Connecting Your Supply Address**

(i) 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 modified or upgraded (Connection Services), You may make Your own arrangements with Your Distributor or You may request Us to arrange Connection Services with Your Distributor on Your behalf.

(ii) 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.

(iii) If We arrange for Connections Services or energisation of Your Supply Address on Your behalf, We will contact Your Distributor as soon as possible. We may require You to provide information to enable Us or Your Distributor to provide those Connection Services. This information may include:

- a. acceptable identification and contact details;
- b. if Your Supply Address is a rental property, contact details for the property owner or the owner's agent.

(iv) 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 Distribution Charge imposed by Your Distributor to provide those services.

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### **7. Consent to a Credit Check**

(i) When accepting this Energy Market Contract with Us, You were asked to give Your explicit and informed consent for Us to conduct searches, verify your identity and conduct a credit check, in accordance with the relevant regulatory requirements.

(ii) Your Energy Market Contract is conditional on Our verification of Your identity and 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.

## **8. Refundable Advances or Security Deposits**

(i) We may request You to provide a Refundable Advance/Security Deposit in accordance with Energy Laws and You must comply with this request. The form and amount of Your Refundable Advance/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.

(ii) In summary, if You are a Domestic Customer, we may require You to provide a Refundable Advance/Security Deposit if You:

- a. still owe money from a previous Supply Address;
- b. have used Energy illegally within the past two years;
- c. are a new customer and have refused to provide acceptable identification; or
- d. have an unsatisfactory credit rating.

(iii) In summary, if You are a Small Business Customer, We may also require You to provide a Refundable Advance/Security Deposit if You do not have a satisfactory Energy account payment record. If permitted by Energy Laws, We may also request You to increase the amount of the Refundable Advance/Security Deposit during the term of this Energy Market Contract, and You must comply with this request.

(iv) We will repay to You, in accordance with Your reasonable instructions, the amount of the Refundable Advance/Security Deposit and accrued interest (calculated using the interest rate specified in Our Market Contract Summary) within 10 Business Days of You:

- a. paying Your bills by their pay-by-date for the period prescribed by the Energy Laws; or
- b. ceasing to take supply at Your Supply Address.

(v) If You do not provide Us with reasonable instructions, We will credit the amount of the Refundable Advance/Security Deposit, together with any accrued interest, on Your next bill or pay the amount to You (as required by Energy Laws).

(vi) We will use Your Refundable Advance/Security Deposit and accrued interest to pay any Energy bills You have outstanding if You are disconnected and do not have the right to be reconnected, or where You leave Your Supply Address, request disconnection, or transfer to another Retailer.

(vii) We will not use Your Refundable Advance/Security Deposit to recover amounts due in respect of charges other than charges related to the supply and sale of Energy.

(viii) If We use Your Refundable Advance/Security Deposit, We will provide You with an account of its use and repay any balance to You within 10 Business Days.

## 9. Billing and Charges

### 9.1 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.
- (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 as 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) We can impose Additional Retail Charges to cover the 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 We are required to arrange a field visit to Your Supply Address to solicit payment or disconnect supply;
  - e. if, with Your consent, We provide You with a shorter Billing Cycle;
  - f. if You are a Small Business Customer and at Your request, We agree to provide You with an instalment plan;
  - g. if, at Your request, We provide You with a copy of energy industry codes and guidelines (including a large print copy);
  - h. if, at Your request, We provide You with Your historical billing or consumption data;
  - i. if, at Your request, We provide You with details about the complaints handling and dispute resolution processes available to You;
  - j. in relation to the sale of Energy to You where those costs are not incorporated in our Rates and are fair and reasonable having regard to the related costs incurred by Us.
- (vi) Our Additional Retail Charges schedule was provided with Our Market Contract Summary.
- (vii) You will also need to:
  - a. pay to Us any Distributor Charge for Your Energy supply (if the Rates set out in Our Market Contract Summary 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 and, if specified in Our Market Contract Summary, 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 having regard to the related costs incurred by Us;
  - f. pay Us GST at the prevailing GST rate on any taxable supplies made by Us under Your Energy Market Contract.
- (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.

## 9.2 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.

(ii) Unless these Terms and Conditions or Our Market Contract Summary state otherwise, We can:

- a. vary Our rates to reflect, or otherwise pass through to You, changes to:
    - i. 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);
    - ii. costs imposed by Your Distributor or metering provider (including increases in metering charges for the installation, maintenance, testing or reading of Your meter);
  - b. change Your electricity Rates to reflect any changes in the Loss Factors;
  - c. change Your gas Rates to reflect any changes in the amount of unaccounted gas that impacts Us;
  - d. change Your electricity and gas Rates to reflect any changes in the metering configuration for Your Supply Address;
  - e. change Your Rates to reflect any increase in Our costs of purchasing, transporting, selling or supplying Energy, including cost increases arising from:
    - i. increased price risk and Our costs of managing, mitigating or minimising that price risk;
    - ii. any force majeure event under any third party contract to which We are a party;
    - iii. 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;
    - iv. 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;
    - v. 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 pollution reduction scheme);
    - vi. any change in Energy Laws or other regulatory obligations imposed on Us.
  - f. 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 with advance written notice of any changes to Our Rates and charges, which will include a future date on which the change will take effect, where required by Energy Laws.
- (iv) If You have a Dual Fuel Contract and Your gas is isconnected pursuant to clause 12.2, We may vary Your electricity Rates, terms and conditions to the Rates, terms and conditions that apply under Our Standing Contract.

## 9.3 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. there is any event which prevents Your meter data provider from supplying meter readings to Us,

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 at least once every 12 months.

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

(iii) 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 9.11) when Your meter is next read. If You ask Us, We may agree to 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).

(iv) 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.

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

#### **9.4 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.

(ii) 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.

#### **9.5 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, rebates and Feed-in-Tariff Payments (where applicable), 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) If after all applicable deductions the Standard Usage Payment is reduced to a figure of zero or less, the Pay on Time Discount will not apply.

(iv) 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 (if applicable) at the next regular payment date) and each regular fixed payment amount (if applicable) on or by each regular payment date occurring during the Billing Cycle.

(v) 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 (including your GreenPower Payment).

(vi) 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 otherwise fail to pay the full amount of your bill by the due date, any Pay on Time Discount applicable to that bill will be void and you must pay the non-discounted Standard Usage Payment specified on your bill. We may also reduce your Pay on Time Discount if you fail to pay each regular fixed payment amount (if applicable) on or by each regular payment date occurring during the Billing Cycle.

(vii) Where your Pay on Time Discount is found to be void, the amount of that discount may be recovered by us on your bill and in accordance with normal payment collection timeframes and requirements.

## **9.6 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 and charges;
- d. Your total Energy usage or estimated usage;
- e. the period covered by the bill;
- f. whether the bill is based on a meter reading, metering data or is wholly estimated;
- g. graphs to help You understand Your Energy usage and greenhouse gas emissions;
- h. Distributor Charges (if any in addition to the Rates set out in Our Market Contract Summary);
- i. Additional Retail Charges;
- j. the amounts paid by you during the period covered by the bill pursuant to Your Automatic Payment Plan and any amounts credited to you in relation to previous bills;
- k. any energy concessions or rebates applied to Your bill;
- l. a telephone number for billing and payment enquiries and a 24 hour contact telephone number for faults and emergencies;
- m. the amount of the Pay on Time Discount;
- n. the amount payable (with and without the Pay on Time Discount) and the pay-by date; and
- o. 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 You request it, in writing.

(iii) If You request, We will also provide You, free of charge, energy efficiency advice and advice on available concessions.

### **9.7 How will You receive Your bill?**

(i) If You provided Us with Your email address You will have your bills emailed to that address in a PDF format.

(ii) Where you do not provide an email address Your bill will be posted to your supply address, unless you nominate an alternative postal address. A posted bill fee may apply as described in the Additional Retail Charges schedule which is available on our website.

### **9.8 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 the Your Distributor or as a result 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.

### **9.9 Can You request a bill review or adjustment?**

(i) If You dispute a bill, You can request that it be reviewed by Us.

(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 future bills You receive while the bill is under review (except any portion of those bills that You have also asked Us to review).

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.

(iii) We will conduct Our review in accordance with Our Complaint Management Policy (see clause 17.3).

(iv) We will advise You of the outcome of the review as soon as a reasonably possible but, in any event, within 20 Business Days.

(v) If the bill under review is found to be correct, You must either:

a. pay the unpaid amount; or

b. request Us to arrange a meter test in accordance with clause 9.10(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 the bill under review is found to be incorrect, We will adjust Your account in accordance with clause 9.11.

(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 Ombudsman or other relevant body in Your State or Territory.



(viii) If We have provided You with an estimated bill because of an act or omission by You (for example, You have not provided proper access to Your meter for a meter reading), You can request Us to replace the estimated bill with a bill based on an actual reading of Your meter. We will use Our Best Endeavours to comply with Your request and adjust Your next bill in accordance with clause 9.11, to take account of the actual meter reading. We will pass onto You any charges incurred in actioning this request as an Additional Retail Charge.

## **9.10 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 will seek to recover from You the amount undercharged. We will:

- a. only seek to recover amounts undercharged in the Undercharge Recovery Period;
- 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. offer You 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 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 and repay the amount to You, in accordance with Your reasonable instructions. 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 interest on the overcharged amount unless required by Energy Laws. If the overcharging is due to Your unlawful act or omission, Energy Laws may only require Us to repay, credit or refund to You the amount overcharged in the 12 months before the error was discovered.

(v) This clause 9.11 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.

## **9.11 Your billing data**

(i) If requested by You We will 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 if this is Your first request within the preceding year); or  
b. in accordance with Appendix 1 of these Terms and Conditions.

(ii) We will use Our Best Endeavours to provide this data to You within 10 Business Days of Your request.

## **10. Payments**

### **10.1 How do You pay Your bill?**

#### **10.1.1 Payment by Instalment**

(i) You may agree to pay to Us a regular fixed payment amount, based on Your Rates, and estimated Energy usage. This fixed payment amount, the

regular payment date for that amount, and the payment method chosen by You are specified in Our Market Contract Summary.

(ii) where agreed with You, you will pay an initial fixed payment amount on the date specified in Our Market Contract Summary and then pay the fixed payment amount (adjusted in accordance with this clause 10) on the agreed regular payment date for the term of this Energy Market Contract.

(iii) An Additional Retail Charge may apply in respect of Your chosen payment method. Your Pay on Time Discount may be higher if Your chosen payment method is an Automatic Payment Plan (see clause 11).

#### **10.1.2 Review of Instalments**

(i) any agreed instalment payment amount will be reviewed regularly, and We may propose to vary that amount based on Your actual usage and charges. We may also propose to vary the frequency of Your regular payment date. We will provide 30 days notice (in writing) of any proposed changes to Your fixed payment amount or payment frequency. If You object to any proposed change to Your fixed payment amount or payment frequency within that period we will not make that change.

(ii) At any time You may also change Your fixed payment amount, schedule and frequency by agreement with Us.

(iii) If You have difficulties keeping Your fixed payment schedule or are unable to maintain Your fixed payment amount (or proposed amount), We will review the amount, schedule and Your capacity to make the payments, and if appropriate, may consider referring You to Our hardship program.

#### **10.1.3 Payment on due date (Settlement Payment)**

(i) When We issue a bill to You for Your Energy usage (as specified in clauses 9.7 and 9.9), if the amount payable by You for the Billing Period is more than any agreed fixed payment amounts paid by You for the Billing Period (and any Credit Amount attributed to You in relation to previous bills), You will be required to pay the difference (the Settlement Payment) by the due date specified on the bill. The due date will be not less than 13 Business Days from the date the bill is dispatched (being the date of the bill, unless We advise otherwise).

(ii) Where you have agreed to an Automatic Payment Plan with instalment payments, we will (unless the Settlement Payment is paid by you prior to the due date specified in the bill) add the Settlement Payment amount to Your next fixed payment amount and recover it from you at the next regular payment date occurring after the due date.

(iii) When We issue a bill to You for Your Energy usage (as specified in clauses 9.7 and 9.9), if the amount payable by You for the Billing Period is less than any fixed or other payment amounts paid by You for the Billing Period (Credit Amount), You will not be required to pay any further amount to us in relation to that bill.

(iv) The Credit Amount will be applied by us to determine the amount payable by You in respect of any future bills. At the end of this Energy Market Contract, We will refund any remaining Credit Amount to You.

(v) We will not pay interest on any payments made in advance by You (except where provided as a Refundable Advance/Security Deposit as stated in clause 8).

## 10.2 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 Domestic 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 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 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.

## 10.3 Are You having trouble paying?

(i) If you are experiencing difficulty paying Your bill by the due date or Your agreed fixed payment amounts on the regular payment date, You must notify Us immediately.

(ii) If You are having ongoing payment difficulties or require payment assistance, We can:

- 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 details on concessions or State or Territory Government assistance schemes that You may be eligible for;
- 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).

## 10.4 Shortened collection cycles

We may place You on a shortened collection cycle (if permitted) if You are consistently late paying Your bills and We act in accordance with the requirements of the Energy Laws, including providing You with appropriate notice.

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## 11. Automatic Payment Plan Conditions

### 11.1 Did You Choose an Automatic Payment Plan?

If Your chosen payment method is by automatic payment using direct debit or credit card as specified in your offer summary we will, for the term of this Energy Market Contract (Automatic Payment Plan) as agreed with you, either;

(i) deduct from that account an agreed initial fixed payment amount on the date specified in Our Market Contract Summary and will continue to deduct the fixed payment amount (adjusted in accordance with clause 10) on the regular payment date, and the remaining settlement amount on the due date specified; or

(ii) deduct from that account any remaining settlement amount on the due date specified;

## 11.2 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 are 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.

## 11.3 What should You do if You wish to cancel your Automatic Payment Plan?

- (i) Subject to the terms of Your account with Us, You:
  - a. may cancel your Automatic Payment Plan;
  - b. defer or stop individual payments; or
  - c. alter the details referred to in the Automatic Payment Plan request, by providing at least 14 Business Day's 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 cancel Your Automatic Payment Plan, We will no longer rely on the Automatic Payment Plan authority and You must organise an alternative payment method with Us.

## 11.4 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 cancel 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 cancel 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 in order 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.

## **12. Cancelling or Disconnecting Your Energy Supply**

### **12.1 Your right to cancel Your service**

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

### **12.2 When will We disconnect Your supply?**

We may also disconnect Your Supply Address if permitted to do so by with Energy Laws. The events which allow us to disconnect Your Supply Address include the following:

- (i) You fail to pay Your Energy bill by the due date;
- (ii) You refuse or fail to give an authorised person access to Your Supply Address in accordance with any access right under this Energy Market Contract, or under the Energy Laws (for example, for the purpose of reading Your meter);
- (iii) You fail to provide a Refundable Advance/ Security Deposit;
- (iv) You obtain Energy illegally;
- (v) Your fixed term Energy Market Contract ends.

### **12.3 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 notice of the disconnection.
- (ii) Particularly, we may only disconnect Your Supply Address for failure to pay Your Energy bill by the due date if as required by Energy Laws:
  - a. We have used Our best endeavours to contact You;
  - b. We have offered You an instalment plan or other alternative payment arrangement;
  - c. You have refused or failed to reasonable action towards settling the debt;
  - d. We have given You a reminder notice and a disconnection warning notice.

(iii) 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.

(iv) On disconnection of Your supply, You will be responsible for any additional charges permitted under these conditions and the Energy Laws.

#### **12.4 When can't We disconnect You?**

- (i) We will not disconnect You where prevented by Energy Laws including:
- before the date specified in the disconnection warning notice;
  - for non payment of a bill, where the amount payable is less than an approved amount under the Energy Laws;
  - for non payment of a bill, if the outstanding amount is not for the supply or sale of Energy;
  - if You or someone living with You depends on a life support machine or has an approved medical exemption;
  - if You have an unresolved complaint, directly related to the reason for the proposed disconnection, under Our complaints handling processes or with the relevant Energy Ombudsman or another external dispute resolution body;
  - if You have formally applied to a State or Territory Government assistance program and a decision on the application has not been made; or
  - unless You request otherwise, on a Friday, on a weekend, on a public holiday or on the day before a public holiday or other protected period prescribed by Energy Laws (generally after 2pm or 3pm on a Business Day).

#### **12.5 If You are disconnected, when can You be reconnected?**

- (i) If We have disconnected Your Supply Address, and within 10 Business Days of that disconnection, You:
- rectify the matter that led to the disconnection or agree another arrangement with Us;
  - request that Your Supply Address be reconnected;
  - pay any charge for reconnection, We will arrange for Your Supply Address to be reconnected. 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 after Your request (unless You are in a remote area).

### **13. Planned Interruptions to Your Energy Supply**

Where We are responsible for providing You with notice of interruptions to Your electricity or gas supply, We will endeavour to provide it within required time frames, including as stated in Appendix 1.

### **14. Your and Our Rights and Responsibilities Regarding Metering**

#### **14.1 Access to meters.**

- (i) You must at all times make available to Us, Your Distributor and any other responsible person, who provides official identification, 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:
- reading or testing the meter;
  - connecting or disconnecting Supply;
  - inspecting or testing gas or electrical installations as appropriate; or
  - 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 or bypass or permit anyone else to tamper with or bypass the meter or associated equipment.

## **14.2 If You are not the owner of Your Supply Address**

If You are not the owner of Your Supply Address, You might not be able to fulfil some of Your obligations under Your Energy Market Contract. Therefore, We may require You to request that the owner fulfil those obligations on Your behalf.

## **14.3 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 will be carried out at Your cost unless the metering equipment is found to be defective. We will provide copies of the results of any testing of metering equipment to You upon request.

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## **15. Bundle Discounts**

### **15.1 About Bundle Discounts**

(i) As a Commander Power & Gas customer, You may be able to add Bundle Discounts 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, including M2 CommanderPty Ltd.

(iii) The amount and details of Your Bundle Discounts agreed at the time of entering into this Energy Market Contract (if any) are specified in Our Market Contract Summary.

### **15.2 Eligibility for a Bundle Discount Agreement**

(i) If this Energy Market Contract is an agreement for the supply of electricity to Your address you may apply to Us for Bundle Discounts or offers.

(ii) You will only receive Bundle Discounts where You have applied for them, and Your application is approved. You will not automatically receive Bundle Discounts until You apply, and they are approved by Us and the relevant Bundle Service Provider.

(iii) 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, 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 Discounts. If You re-establish a Commander Power & Gas service as described in clause 15.5, then you may not be able to establish the same Bundled Services or Bundle Discounts.

### **15.3 Where can I find information about Bundle Discounts?**

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

### **15.4 Term of Bundle Discount**

- (i) The term of the Bundle Discount operates for the term of Your Energy Market Contract while You remain eligible for individual Bundle Discounts.
- (ii) If at any time You fail to meet the eligibility criteria for individual discounts, the Bundle Discounts will no longer be applied to your electricity account. Details about this eligibility criteria 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 will be cancelled and no longer be applied to your electricity account. You may be subject to a Bundle Discount termination fee (if notified to You in writing at the time of agreeing the Bundle Discount).
- (v) The cancellation of a Bundle Discount does not cancel or terminate this Energy Market Contract or an associated agreement with a Bundle Service Provider.
- (vi) Bundle Discounts may apply to new Energy Market Contracts if agreed by You and Us.

### **15.5 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 termination fee providing 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 may have different discounts, inducements and terms and conditions to existing Bundle Discounts.

### **15.6 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 reassessed 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.

### **15.7 Application of other Bundle Discounts**

(i) Other inducements that may form part of a Bundle Discount are applied to Your electricity account (if applicable) according to the rules and timings associated with the specific inducement.

(ii) Some inducements may be provide 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.

### **15.8 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) 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.

### **15.9 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.

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## **16. Communications and Amendments**

### **16.1 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 and We do not accept liability arising out of any e-mail communications.

(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 is capable of receiving 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.

(vii) 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,; 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.

## **16.2 How these terms and conditions may be amended**

(i) Unless prohibited by Energy Laws, we may vary these Terms and Conditions as set out below.

a. Where we make a change to the Terms and Conditions, we will notify you of this variation in writing (via email, or letter) in accordance with clause e of this section.

b. Where we provide you a notice of Variation, and if the variation is not of a kind, or within the range, of variations specified in our terms and conditions, you may cancel your Energy Market Contract without incurring any early termination fee within 28 days of the notice of variation being sent

c. Where you cancel your Energy Market Contract in accordance with 16.2(i)b, the contract will terminate within 10 business days

d. If we are still financially responsible for the energy supplied to your site when the contract terminates, you will be supplied under our Standing or Standard terms and conditions and prices. Our standard terms and conditions and prices are available on our website. Discounts do not generally available under our standard terms.

e. When informing you of any amendment to the Terms and Conditions we will include in the notice of variation, the full particulars of the variation.

(ii) This clause does not apply in respect of any variation that is required because of a regulatory requirement.

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## **17. Enquiries and Complaints**

### **17.1 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 133 914 ). 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 addressed to: Commander Power & Gas, PO Box 631 Collins St West, Melbourne, VIC 8007

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

(i) Subject to clause 17.3, 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 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 reasonable having regard to the nature of Your request; and

b. any matter relating to the provision of connection services, as soon as possible, or within such longer time as is reasonable having regard to the nature of Your request.

(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 30 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.

## 17.3 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.

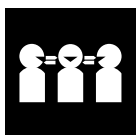
(ii) If You are unhappy with the decision that We make in relation to Your complaint, You may raise the complaint to a higher level within Our business.

(iii) If, after raising the complaint to a higher level, You are still not satisfied with Our response, or We have not resolved Your complaint to Your satisfaction within 30 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 Our Commander Power & Gas Customer Charter and for Your State or

Territory in Appendix 1 of this Energy Market Contract.

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

## 18. 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**

## **19. Our Customer Service Standards**

### **19.1 Providing telephone contact**

(i) You can contact Us on 133 914 during a Business hours for all enquiries relating to Your bills, connection services (if provided) and other services arranged by Us.

(ii) We will also inform You of any relevant telephone numbers where, for the price of a local call, You can contact Your Distributor 24 hours a day, seven days a week, in relation to faults or difficulties relating to the Distribution System.

### **19.2 Meeting appointment times**

(i) We will use Our Best Endeavours to meet any specific appointment with You within 30 minutes of the date and time agreed with You. If We are not going to meet this appointment time, We will use Our Best Endeavours to provide You with 24 hours notice and agree an alternative time.

(ii) When making an appointment, We may negotiate a time frame in which We must keep that appointment (for example, We may agree to attend Your Supply Address between 8:00am and 11:00am).

## **20. 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 Statement available on our Website.

## **21. 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 excludes 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.

## **22. Force majeure**

### **22.1 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'):

(ii) 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

(iii) 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.

## **22.2 Deemed Prompt Notice**

(i) 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.

## **22.3 Obligation to overcome or minimise effect of Force Majeure event**

(i) Where you or we claims a force majeure event you or we must use its best endeavours to remove overcome or minimise the effects of that event as soon as practicable.

## **22.4 Settlement of Industrial Disputes**

(i) Nothing in this clause requires a your or we to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

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## **23. GST**

(i) 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.

(ii) 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.

(iii) 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.

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## **24. Interpretation**

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

(i) headings are for convenience only and do not affect the interpretation of this Energy Market Contract;

(ii) words importing the singular include the plural and vice versa;

(iii) a reference to a document or a provision of a document includes any variation or replacement of it;

(iv) 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;

(v) the words 'including', 'such as' or 'for example', are non-exhaustive and do not imply any limitation;

(vi) 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;

(vii) a reference to a clause or schedule is a reference to a clause or schedule in this Energy Market Contract;

(viii) 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; and

(ix) administration or other costs We incur include Our internal costs.

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## **25. 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 Rules 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.

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## **26. Late Payment fees**

(i) Where we apply a fee for late payment, we only do so where allowed by the applicable Energy Laws.

(ii) Where Late Payment fees may apply to your account, you will be notified in your Market Contract Summary document, or via notice of a amendment to your terms and conditions, which will include 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.

(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 an 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.

## 27. Meanings of Words

<b>Term</b>	<b>Definition</b>
<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 9.1(v).
<b>Automatic Payment Plan</b>	means the payment plan described in clause 11.
<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>Best Endeavours</b>	means to act in good faith and do what is reasonably necessary in the circumstances.
<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 Energy supplied to You under Your Energy Market Contract.
<b>Bundle Discounts</b>	means those specific discounts or inducements applied to Your electricity accounts when You purchase a Bundle Service.
<b>Bundle Service</b>	means a service provided by a nominated Bundle Service Provider.
<b>Bundle Service Providers</b>	are specific companies or institutions that have agreed to provide services to Commander Power & Gas Retail Customers.
<b>Business Day</b>	means a day on which banks are open for general banking business in the State or Territory in which Your Supply Address is located, other than a Saturday, Sunday or a public holiday.
<b>Commander Power &amp; Gas or CPG</b>	means M2 Energy Pty Ltd (ACN 123 155 840 trading as Commander Power & Gas ) (CPG ) of Level 10, 452 Flinders St Melbourne; We/Us/Our have the same corresponding meaning.
<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>connection</b>	means a physical link between a distribution system and a supply address to allow the flow of energy.
<b>Credit Amount</b>	has the meaning given in clause 10.1.2(iii).
<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 Standing Contract or Energy Market Contract has not been entered into.



<b>Direct Debit</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>Distributor Charges</b>	means the amounts charged by Your Distributor in connection with the supply of Energy to Your Supply Address which we pass through to You (but does not include Additional Retail Charges).
<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>Domestic Customer</b>	has the same meaning as 'Domestic Customer' or 'Residential Customer' in the Energy Laws (generally being a person using Energy for personal, household or domestic use).
<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>Energyisation</b>	means the closing of a connection (in the case of electricity) or the opening of a connection (in the case of gas) to allow the flow of Energy between a distribution system and the supply address.
<b>Energy</b>	means electricity or gas or both, depending on which is the subject of the Energy Market Contract.
<b>Energy Market Contract</b>	means a contract to provide energy at market offer prices.
<b>Energy Laws</b>	means any acts, regulations, by-laws, rules, orders, licences, guidelines, approvals or codes relating to the supply of Energy in Your state or territory as may be in force and as amended from time to time.
<b>Feed in Tariff Payment</b>	means the amount to be credited to you for purchase of Feed-In Electricity
<b>Force Majeure Event</b>	means an event outside the control of You or Us and as specified in clause 22 of this Energy Market Contract.
<b>GST</b>	means a goods and service tax or similar tax.
<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</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>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>Primary Email Address</b>	is the electronic mail address You provide Us to be used as the source of electronic communication to You.
<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>Rate</b>	is the price paid for the supply and/or sale of Energy.
<b>Refundable Advance</b>	means Security Deposit.
<b>Retailer</b>	means a person licensed under the Energy Laws to retail Energy.
<b>Renewable Energy</b>	means energy which is naturally occurring and which is theoretically inexhaustible, such as energy from the sun or the wind, and which by definition excludes energy derived from fossil fuels or nuclear fuels.
<b>Renewal Energy Certificates</b>	for the purposes of these Terms and Conditions means a largescale generation certificate as defined in the Renewable Energy (Electricity) Act 2000 (Cth).
<b>Retail Customer</b>	means: a) Domestic Customer; or b) Small Business Customer.
<b>Security Deposit</b>	means an amount of money or other arrangement acceptable to Us as a security against a bill default.
<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>Special Field Officer</b>	means Our representative or a representative of Your Distributor or Meter Data Provider.
<b>Standard Usage Payment</b>	has the meaning given in section 9.3(iv)a
<b>Standing Contract</b>	means the Energy Market Contract that is created between Us and Retail Customers when that customer accepts our Standing Offer.
<b>Standing Offer</b>	means an offer to supply and sell Energy made by a Retailer to a customer in accordance with the Energy Laws.

<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>Terms and Conditions</b>	means the terms and conditions specified in this Energy Market Contract.
<b>Undercharge Recovery Period</b>	means: a) the period prescribed in Appendix 1; or b) if Appendix 1 does not apply, the period of 9 months (or such other period prescribed by the Australian Energy Regulator) before the date We notify You the undercharging (unless the undercharging was due to Your fault or unlawful act or omission, in which case the period is not limited).
<b>Website</b>	means the Commander Power & Gas website at <a href="http://www.Commander.com/power">www.Commander.com/power</a>
<b>You</b>	means the party to this Energy Market Contract; Your has the same corresponding meaning.

## **Appendix 1 State or Territory Specific Terms and Conditions**

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### **28. Commonwealth Laws and Regulations**

- (i) Australian Competition and Consumer Act 2010 (Commonwealth)
  - (ii) Privacy Act 1988 (Commonwealth)
  - (iii) National Energy Retail Law
  - (iv) National Energy Retail Rules
- 

### **29. Terms and Conditions Specific to Victoria**

#### **29.1 Relevant State or Territory Laws and Energy related Regulations and Guidelines**

- (i) Electricity Industry Act 2000
- (ii) Gas Industry Act 2001
- (iii) Energy Retail Code
- (iv) ESC Guideline No. 13 – Greenhouse Gas Disclosure on electricity Customers Bills
- (v) ESC Guideline No. 19 – Energy Price and Product Disclosure
- (vi) ESC Guideline No. 21 – Energy Retailers Financial Hardship Policies
- (vii) Code of Conduct for Marketing Retail Energy in Victoria
- (viii) Fair Trading Act 1999

#### **29.2 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** (energy industry regulator)

Ph: 1300 664 969

Website: [www.esc.vic.gov.au](http://www.esc.vic.gov.au)

#### **29.3 Notice of termination (without Vacating Supply Address)**

You may terminate this Energy Market Contract (where You are not leaving the Supply Address) by providing us with 28 days advance notice.

#### **29.4 What is not covered by Your 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 (if applicable) or available on Our Website.

(ii) If applicable, however, in accordance with Our Feed-In Terms and Conditions, any amount payable by You to Us for a Billing Period under this Energy Market Contract will be reduced (credited) by the feed-in credit determined in accordance with Our Feed-In Terms and Conditions.

## **29.5 Vacating Supply Address**

- (i) You may terminate this Energy Market Contract (where You are leaving the Supply Address) by providing us with 3 Business Days advance notice.
- (ii) You will remain responsible for Energy consumed at the Supply Address until the later of 3 Business Days after the date you give us this notice or the date on which you vacate the supply address.
- (iii) However, You may cease to be responsible for Energy consumed at the Supply Address at an earlier date if:
  - a. You can demonstrate to Our reasonable satisfaction that You were evicted or forced to leave Your Supply Address;
  - b. someone else commences purchasing Energy from Us or from another Retailer for Your Supply Address; or
  - c. Your Supply Address is disconnected.

## **29.6 What happens if Your Energy bill is adjusted?**

The Undercharge Recovery Period is the period of:

- a. 12 months before the date We notify You of the undercharging (unless the undercharging was due to Your fault or unlawful act or omission, in which case the period is not limited).
- b. 9 months before the date We notify You of the undercharging if the undercharging is due to a failure of Our billing systems.

## **29.7 Your billing data**

If You request billing data, We will use Our Best Endeavours to provide this data to You within 10 Business Days of a request from You. We will provide billing data for up to the previous two years to You free of charge if this is Your first request within the preceding year, or such data is required for the purposes of handling a genuine complaint made by You. We may impose an Additional Retail Charge for providing billing data to You in other circumstances.

## **29.8 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).

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## **30. Terms and Conditions Specific to New South Wales**

### **30.1 Relevant Laws and Energy related Regulations and Guidelines**

- (i) Gas Supply Act 1996
- (ii) Gas Supply (Natural Gas Retail Competition) Regulation 2001
- (iii) Electricity Supply Act 1995
- (iv) Electricity Supply (General) Regulation 2001
- (v) Marketing Code of Conduct.
- (vi) Electronic Transactions Act 2000
- (vii) Fair Trading Act 1987

### **30.2 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)

**Industry & Investment NSW** (energy industry regulator)

Ph: 1300 136 888

Website: [www.dtiris.nsw.gov.au/energy](http://www.dtiris.nsw.gov.au/energy)

**Independent Pricing and Regulatory Tribunal**

Ph: 02 9290 8400

Website [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au)

### **30.3 Commencement of supply of electricity**

(i) The sale and supply of Energy will commence in accordance with the provisions of this Energy Market Contract but in the case of electricity, the day on which the sale and supply of Energy will commence will be at least 10 days after the startdate of this Energy Market Contract. Unless permitted by Energy Laws, Your Energy sale and supply will not commence earlier than this day.

(ii) If You cancel Your Energy Market Contract within the cooling-off period we will provide You with a record of that cancellation.

(iii) If You cancel Your Energy Market Contract during the cooling-off period You will not have to pay Us any costs, compensation or any other amount arising as a result of that cancellation but You may have to pay Us for any electricity supplied or any other services supplied up until cancellation (if this is allowed by Energy Laws).

(iv) If, prior to entering into this Energy Market Contract, You were supplied with electricity under a new occupant supply arrangement or an exempt last resort supply arrangement (as those terms are defined by Energy Laws), then You are liable under this Energy Market Contract for payment for that period of supply, provided that:

- a. in the case of a new occupant supply arrangement, the period of supply for which You are liable must not be greater than 14 days; or
- b. in the case of an exempt last resort arrangement, the period of supply for which You are liable must not be greater than 1 month; and
- c. You have not paid another Retailer for the supply of that electricity and You do not terminate this contract during the cooling-off period.

### **30.4 Notice of termination (without Vacating Supply Address)**

(i) You may terminate this Energy Market Contract (where You are not leaving the Supply Address) by providing Us with 72 hours advance notice.

### **30.5 Notice of termination (Vacating Supply Address)**

(i) You may terminate this Energy Market Contract (where You are leaving the Supply Address) by providing Us with 72 hours advance notice.

(ii) You will remain responsible for Energy consumed at the Supply Address until the first to occur of:

- a. 72 hours after the date you give us this notice (or We otherwise become aware or Your desire that supply be discontinued); or
- b. Your supply is disconnected or is otherwise transferred; or
- c. someone else commences purchasing Energy from Us for Your Supply Address.

### **30.6 How will Your bill be calculated?**

We will ensure that Your meter is read at least once every 6 months.

### **30.7 What happens if Your Energy bill is adjusted?**

(i) The Undercharge Recovery Period is the period of 12 months before the date We notify You of the undercharging.

(ii) We will pay or credit to You interest on the amount overcharged, as required by Energy Laws, at the rate prescribed under section 95(1) of the Supreme Court Act 1970 for payment of interest or a judgement debt.

### **30.8 Your billing data**

If You request (or a person authorised by You in writing so requests), We will provide to You copies of, or information about, previous bills issued by Us to You within a reasonable time of receiving the request. We will provide copies of a bill to You free of charge provided that the billing period occurred within the previous two years or this is Your first request within the preceding year. We may impose an Additional Retail Charge for providing billing data to You in other circumstances.

### **30.9 Minimum Service Standards**

(i) As an electricity and gas supplier we cannot control the quality, reliability or continuity of Your electricity or natural gas supply. Except where required by law, we have no responsibility for electricity or natural gas quality and distribution standards and all responsibility rests with the Distributor.

(ii) However, in providing services under this Energy Market Contract, we will use all reasonable efforts to:

- a. quickly resolve your enquiries as specified in clause 17 of these Terms and Conditions;
- b. commence any work required in response to your enquiry within two Business Days including arranging the supply of any connection, distribution or metering services;
- c. to the extent that we are responsible for any disruption to supply, commence any services or work required to remedy that disruption as soon as reasonably possible after we become aware of the disruption;
- d. provide you with at least two Business Days notice if we will be carrying out work (other than emergency work that will disrupt supply under this contract);
- e. provide You with advice on available Government concessions if requested; (You can also contact the Ombudsman or Department for such information);
- f. implement concessions available to You as specified in clause 9.4 and offer You a payment plan arrangement if You are experiencing payment difficulties as specified in clause 10.3;
- g. make payment for compensation arising under the guaranteed customer service standards in accordance with clause 28.10.

### **30.10 Guaranteed Customer Service Standards**

Unless prevented by events or conditions outside Our control, including declared emergencies, We will provide You with Guaranteed Customer Service Standards. If We fail to meet these

Guaranteed Customer Service Standards, We will pay You a rebate, provided that You apply to Us for this rebate within three months of Our non-compliance. The Guaranteed Customer Service Standards and the rebates payable by Us for Our failure to meet these standards are detailed below. The standards set out in this clause comply with the requirements imposed by Energy Laws with respect to customer service.

### **30.10 Guaranteed Customer Service Standards**

#### **30.10.1 Telephone hotlines**

(i) We will provide a telephone service which, for the price of a local call, You can use during business hours to obtain any information concerning Your bill and customer connection services that have been arranged by Us.

(ii) We must inform You about any relevant telephone services that operates 7 days a week and 24 hours a day, where for the price of a local call You can receive notice of and give information concerning faults and difficulties in electricity works.

#### **30.10.2 Punctuality in keeping appointments**

We or one of Our representative must not be more than 15 minutes late for an appointment with You or Your representative. If We are more than 15 minutes late for an appointment with You we must pay You, by way of compensation for the delay, not less than \$25.00.

#### **30.10.3 No discontinuation of supply except after due notice**

(i) If We become authorised to discontinue Your supply of Energy, We will not take that action unless:

- a. We have sent You at least 2 written notices of Our intention to do so;
- b. the second notice is sent no earlier than one week after the first notice; and
- c. We have made reasonable attempts to deal with You in person or by telephone whether before or after sending any such notice, for the purpose of assisting You to do whatever is necessary to remove the grounds referred to in that notice, including using Our best endeavours to contact You outside business hours.

(ii) We will document the action taken by Us under clause 28.10.3(i);

(iii) When providing You with written notice and contacting You in person or by telephone, We will:

- a. specify the grounds for discontinuing or disconnecting Your supply; and
- b. specify the date on or after which supply may be discontinued, being a date occurring no earlier than 14 days after Our first written notice is sent;
- c. advise You of Your rights under Energy Laws in relation to disconnection;
- d. advise You of Your rights to have any complaint referred to Your Energy Ombudsman for resolution;
- e. advise You of any Government funded rebate or relief schemes, of any payment plan operated by Us and available to You if You are experiencing financial difficulty.

(iv) We will not disconnect You:

- a. until after the date specified in our written notices to You;



- b. (if before that date You make a request that the complaint be referred for resolution by the electricity industry ombudsman), until 3 business days after the date on which You refer Your complaint to the Ombudsman;
- c. if the Ombudsman directs us not to discontinue supply within 3 business days after the date on which You refer Your complaint to the Ombudsman;
- d. for failure to pay moneys if You apply, before the date specified in our written notes for assistance under a payment plan offered by Us.

#### 30.10.4 Notice to be given to the customer after disconnection

- (i) If We disconnect Your Energy supply, We will notify You in writing, advising You of:
  - a. Our reasons for disconnecting Your supply;
  - b. a telephone number for You to discuss the matter with Us;
  - c. the arrangements that You will need to make for reconnecting Your supply, including any costs payable for reconnection; and
  - d. the dispute resolution process available to You under Our complaints handling policy.
- (ii) We will promptly notify Your Distributor of any request by You for reconnection if You become entitled to be reconnected.

### 30.11 Compliance with Energy Laws

- (i) This Energy Market Contract complies with the applicable provisions of the Electricity Supply Act 1995 (NSW) (Act), the Electricity Supply (General) Regulations 2001 and other instruments made under that Act.
- (ii) You will not have to pay any charge unless the amount of, or basis for, the calculation of the amount of the charge is set out in Your Energy Market Contract.
- (iii) Where this Energy Market Contract grants Us a discretion in making a decision under this contract (for example to require security from You) We will exercise that discretion having regard to Energy Laws, any factors arising from Your history with Us (including Your conduct under this contract and any previous supply arrangements) and Commander policies apply to similar customers in similar circumstances (including consistent departures from those policies).

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## 31. Terms and Conditions Specific to Queensland

### 31.1 Relevant State or Territory Laws and Energy related Regulations and Guidelines

- (i) Electricity Act 1994
- (ii) Electricity Regulation 2006
- (iii) Electricity Industry Code
- (iv) Electricity (Retail Billing Guaranteed Service Level) Code
- (v) Fair Trading Act 1989
- (vi) Community Ambulance Cover Act 2003

### 31.2 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

**Department of Communities Concession Unit.** (for energy concessions)

Ph: 1800 460 849

Website: www.communities.qld.gov.au

**Department of Mines and Energy** (energy industry regulator)

Ph: 13 13 04

Website: www.dme.qld.gov.au

### 31.3 Vacating Supply Address

(i) Where You are vacating a Supply Address, the notice period for an Energy Market Contract is dependent on who the small customer's distribution entity is and the location or feeder type of the Supply Address to which the Energy Market Contract relates. The tables below sets out the relevant notice periods.

#### Premises in ENERGEX's distribution area

Premises description	Notice period
All premises other than excluded locations	5 Business Days
Premises in excluded locations	10 Business Days

#### Premises in Ergon Energy's distribution area

Premises description	Notice period
Premises supplied through CBD feeder / urban feeder / short rural feeder	5 Business Days
Premises supplied through long rural feeder / isolated feeder	10 Business Days

(ii) If You terminate Your Energy Market Contract by giving us notice that You are vacating the Supply Address, but You do not give us safe access to the Supply Address to conduct a final metering reading, then Your Energy market Contract will not end until the earlier of:

- the end of the notice period commencing on safe access being given;
- when the meter is read or the relevant metering data are obtained;
- someone else commences purchasing Energy from Us or from another Retailer for Your Supply Address.

### 31.4 Not used

### 31.5 What happens if Your Energy bill is adjusted?

(i) The Undercharge Recovery Period is the period of 12 months before the date We notify You of the undercharging where the undercharging is due to Our or Your Distributor's acts or omissions.

(ii) If We have overcharged You We will inform You within 10 Business Days of Us becoming aware of the error and repay the amount to You, in accordance with Your reasonable instructions. 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.

### 31.6 Your billing data

(i) If You request billing data for up to the previous two years, We will provide this

data to You within 10 Business Days of Your request (if available) free of charge.

(ii) If You request billing data beyond that period, We will use Our best endeavours to provide this data to You within 20 business days of that request and may impose an Additional Retail Charge for providing that data.

### **31.7 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.

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## **32. Terms and Conditions Specific to South Australia**

### **32.1 Relevant State or Territory Laws and Energy related Regulations and Guidelines**

- (i) Electricity Act 1996
- (ii) Gas Act 1997
- (iii) Energy Retail Code
- (iv) Energy Marketing Code
- (v) Energy Customer Transfer and Consent Code
- (vi) Energy Price Disclosure Code
- (vii) Fair Trading Act 1987.

### **32.2 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)

### **32.3 When does Your Energy Market Contract End?**

If We are no longer entitled under Energy Laws to sell Energy to You as a result of the application of retailer of last resort arrangements, within 1 Business Day We will provide Your name, billing address and associated metering identifier and metering identifier check sum, to the entity appoint as the retailer of last resort.

### **32.4 Vacating Supply Address**

- (i) You may terminate this Energy Market Contract (where You are leaving the Supply Address) by providing us with 3 Business Days advance notice.
- (ii) You will remain responsible for Energy consumed at the Supply Address until the later of 3 Business Days after the date you give us this notice or the date on which you vacate the supply address.
- (iii) If You fail to provide Us with this notice or fail to provide Us

with access to relevant meters at the Supply Address You will be responsible for Energy consumed at the Supply Address until:

- the relevant meters are read or metering data obtained (which must occur with 3 Business Days of Our becoming aware that You have vacated the Supply Address or as soon as reasonably possible);
- someone else commences purchasing Energy from Us or from another Retailer for Your Supply Address.

(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.

### **32.5 What happens if Your Energy bill is adjusted?**

(i) The Undercharge Recovery Period is the period of 12 months before the date We notify You of the undercharging where the undercharging is due to Our or Your Distributor's acts or omissions.

(ii) If We have overcharged You We will inform You within 10 Business Days of Us becoming aware of the error.

(iii) If We have overcharged You by \$100 or less We will credit the amount on Your next bill or, if you have ceased to obtain Energy from us, pay that amount to You within 10 business days. You may also request that the amount be dealt with in accordance with clause 30.5(iv).

(iv) If We have overcharged You by more than \$100 We will ask You for Your instructions as to whether the amount should be:

- credited to Your account;
- repaid to You; or
- paid to another person (You must give this instruction in writing), and pay the amount in accordance with Your instructions within 10 business days.

(v) If You do not provide Us within instructions within 20 business days of making that request, We will pay the amount overcharged to You.

### **32.6 Your billing data**

(i) If You request billing data for up to the previous two years, We will provide this data to You within 10 Business Days of Your request (if available) free of charge.

(ii) If You request billing data beyond that period, We will use Our best endeavours to provide this data to You within 20 business days of that request and may impose an Additional Retail Charge for providing that data.

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## **33. Terms and Conditions Specific to Australian Capital Territory**

### **33.1 Relevant State or Territory Laws and Energy related Regulations and Guidelines**

- Consumer Protection Code
- Electricity Customer Transfer Code
- Guidelines Greenhouse Gas on Customer Accounts
- Fair Trading Act 1992
- Utilities Act 2000

### **33.2 Who to call for assistance**

**Essential Services Consumer Council** (for complaints You can't resolve with Commander Power & Gas)  
Ph: 02 6207 7740

**Department of Disability, Housing and Community Services** (for energy concessions)  
Ph: 02 6205 0753 Website [www.dhcs.act.gov.au](http://www.dhcs.act.gov.au)

**Independent Competition and Regulatory Commission ACT** (energy industry regulator)  
Ph: 02 6205 0779 Website [www.icrc.act.gov.au](http://www.icrc.act.gov.au)

### **33.3 When does Your Energy Market Contract end?**

You may end Your Energy Market Contracts without penalty within 6 months of the contract date if We have seriously breached specific obligations under section 30 of the Customer Protection Code relating to Our conduct when marketing Our offer to You. To exercise Your right of rescission under this clause You must provide Us with written notice. Exercising this clause does not affect any other rights You may have in law or in equity on relation to Your Energy Market Contract or Our marketing conduct.

### **33.4 Notice of Termination (without vacating Supply Address)**

You may terminate this Energy Market Contract (where You are not leaving the Supply Address) by providing Us with 3 Business Days notice.

### **33.5 Notice of Termination (Vacating Supply)**

(i) You may terminate this Energy Market Contract (where You are leaving the Supply Address) by providing Us with 3 Business Days notice.

(ii) You will remain responsible re Energy consumed at the Supply Address until the first to occur of:

- a. 3 Business Days the date You give Us this notice;
- b. Your meter is read prior to disconnection; or
- c. Your supply is disconnected, suspended or transferred.

### **33.6 What happens if Your Energy bill is adjusted?**

The Undercharge Recovery Period is the period of 12 months, unless the undercharging was caused contributed to by You in which case the period is not limited.

### **33.7 Your Billing Data**

We will provide You with information concerning Your account on request by You. We will provide this information free of charge if it relates to the last 12 months. If the information You request is more than 12 months old We may impose an Additional Retail Charge.

### **33.8 Planned Interruptions to Your Supply**

If required by Energy Laws, give you at least 4 Business Days notice of any planned interruption to your Energy supply.

### **33.9 Our Customer Service Standards**

The Consumer Protection Code requires Us to comply with specified minimum service standards (regarding connection (energisation) times, responding to complaints and responding to problems or concerns). You may be entitled to apply for a rebate if those standards are not met. (Application can be made to Us within 3 months of the incident of non-compliance). We will, on request provide you with further information about these minimum service standards.



# Commander Power & Gas

Level 10, 452 Flinders Street

Melbourne VIC 3000

March 2014

**COMMANDER**

P O W E R & G A S