

The logo for Dodo, featuring the word "dodo" in a white, lowercase, sans-serif font. The text is centered within a dark purple circle, which is itself surrounded by a thick, teal-colored ring. The background of the entire page is a solid dark purple.

dodo

Energy Market Contract


Terms & Conditions

September 2019

Important Notice to the Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

A decorative graphic in the bottom right corner consisting of a grid of small, light-colored diagonal lines. Below this grid is a partial view of a bright yellow-green circular shape, similar to the teal ring in the logo.

SECTION 82

Australian Consumer Law

RULE 47

National Energy Retail Rules

Right to cancel / withdraw from this agreement within 10 business day cooling off period

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

Extended right to cancel this agreement

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

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

Dodo Power & Gas
Attn Accounts

Level 10, 452 Flinders St
Melbourne VIC 3000

Or fax it to: 1300 374 226

Or email them at: DPG.cancellations@dodo.com.au

Or call them at: 1300 374 757

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: DODO POWER & GAS

Supplier address: LEVEL 10, 452 FLINDERS ST, MELBOURNE VIC 3000

Supplier fax number: 1300 374 226

Goods or services 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

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 Dodo Power & Gas of Level 10, 452 Flinders St, Melbourne (Dodo, Us, We, Our); 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 & 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

This Energy Market Contract is made between:

- (i) These Terms and Conditions set out your and our rights, responsibilities, and obligations.
 - (ii) Terms and Conditions and Energy Laws specific to the State or Territory in which your Supply Address is located are set out in Appendix 1 of these Terms and Conditions. You should review the Terms and Conditions set out in Appendix 1 which are specific to the State or Territory in which your Supply Address is located.
 - (iii) The Rates we charge for your Energy supply may change as set out in clause 10.2 and your fixed instalment payments may change as set out in clause 11.1.2 of these Terms and Conditions. Otherwise these Terms and Conditions may be amended in accordance with clause 17.2.
 - (iv) If there are any inconsistencies between the Energy Laws, these Terms and Conditions and our Market Contract Summary, these Terms and Conditions and our Market Contract Summary will prevail to the extent allowed by the Energy Laws. Where Energy Laws do not permit that to occur, the affected provision of the Terms and Conditions or Market Contract Summary will not apply, but only to the extent necessary to meet the requirements of Energy Laws.
 - (v) If there are any inconsistencies between the main body of these Terms and Conditions and Appendix 1, Appendix 1 will prevail to the extent of the inconsistency.
 - (vi) You can download a copy of these Terms and Conditions from our Website or inspect them at our offices during a business day, free of charge.
-

4. What does your Energy Market Contract encompass?

4.1 What does your Energy Market Contract consist of?

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

4.2 What is covered by your Energy Market Contract?

- (i) Your Energy Market Contract applies to the sale of Energy by us to you at your Supply Address

- (ii) Subject to clauses 4.3 and 6, we also agree to arrange for the supply of 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 10 and perform your other obligations under this Energy Market Contract.

4.3 What is not covered by your Energy Market Contract?

- (i) We will contact your Distributor on your behalf to arrange for the supply of Energy to your Supply Address. As the supply services to be delivered to you are provided under a separate contract with your Distributor, your Distributor is responsible for:
 - a. the actual connection of your Supply Address to the Distribution System;
 - b. the maintenance of that connection;
 - c. the energisation of that connection;
 - d. the delivery of Energy to your Supply Address; and e. the quality, reliability and other characteristics of Energy;
 - 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 applicable Distributor Charges in accordance with clause 10.
 - a. an Energy Market Contract will exist between us for the sale of electricity; and
 - b. a separate Energy Market Contract will exist between us for the sale of gas.
- (iii) Your Energy Market Contract is governed by the laws of the State or Territory in which your Supply Address is located.

4.4 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 delivery of Energy to your Supply Address; and e. the quality, reliability and other characteristics of Energy;
 - 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.
 - a. an Energy Market Contract will exist between us for the sale of electricity; and
 - b. a separate Energy Market Contract will exist between us for the sale of gas.
- (iii) In entering into this Energy Market Contract, you acknowledge the limited extent of our responsibility, as a Retailer, for the quality and reliability of your Energy supply, as described above, and you agree and accept that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction.
- (iv) If you are a Business Customer or operating a business at your supply address, 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-condition.
- (ii) Any relevant pre-conditions are specified in our Market Contract Summary or in these Terms and Conditions. These preconditions may include verification of your identity and confirmation that you have an acceptable credit history, as specified in clause 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 or withdraw from your Energy Market Contract, without penalty, at any time within this cooling-off period by giving us oral or written notice clearly indicating that you intend to cancel or withdraw from this Energy Market Contract. Contact details for you to provide this notice are specified in our Market Contract Summary. You may also use the cancellation notice provided with these Terms and Conditions.
- (iii) If you cancel or withdraw your Energy Market Contract during the cooling-off period, you will continue to be supplied with Energy under any current arrangements, or any Deemed Contract, you have with us (and you may be charged under these arrangements for Energy supplied during the cooling-off period).

5.1.3 When does supply under your Energy Market Contract commence?

- (i) If your Supply Address is connected to the Distribution System or is energised, our obligation to sell Energy under your Energy Market Contract (and your obligation to pay for Energy supplied) will commence on the later of:
 - a. the day of expiry of the cooling-off period; or
 - b. if you are transferring to us from another Retailer, the day on which that transfer is completed, and we become financially responsible in the relevant wholesale market for Energy used at your Supply Address. This day will be the day your meter is next read (which may be a special meter reading or the next scheduled reading) following commencement of your Energy Market Contract; or
 - c. the day specified in our Market Contract Summary (if any).
 - d. the delivery of Energy to your Supply Address; and e. the quality, reliability and other characteristics of Energy;
- (ii) If your Supply Address needs to be connected to the Distribution System or energised (see clause 6), unless you cancel or withdraw from your Energy Market Contract during the cooling-off period, our obligation to sell Energy under your Energy Market Contract (and your obligation to pay for Energy supplied) will commence on the day that connection or energisation is complete and we become financially responsible in the relevant wholesale market for Energy used at your Supply Address.
- (iii) If your Energy Market Contract is a fixed term contract that fixed term is specified in our Market Contract Summary. The fixed term commences on the day our obligation to sell Energy to you commences, as determined in accordance with this clause.
- (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 your Energy Market Contract has a fixed term, at the expiry of the fixed term specified in our Market Contract Summary;
 - b. if you terminate the Energy Market Contract by providing us with advance notice (the period of advance notice is 20 business days or as otherwise required by Appendix 1 or permitted by applicable Energy Laws);
 - c. when we or another Retailer enter into a different contract with you for the sale of Energy at your Supply Address, and any relevant cooling-off period ends and responsibility for payment for Energy commences under that contract;
 - d. when another customer enters into a contract with us or another Retailer for the sale of Energy at your Supply Address, and any relevant cooling-off period ends and responsibility for payment for Energy commences under that contract;
 - e. if you have vacated or intend to vacate your Supply Address, on the day you cease to be responsible to pay for Energy supplied to that Supply Address in accordance with clause 5.4 and Appendix 1;
 - f. if we have disconnected your Supply Address in accordance with the Energy Laws and you are not eligible to have your supply reconnected;
 - g. the entry by you into an arrangement with your Distributor under which you pay Distributor Charges directly to the

Distributor (see clause 10.13); or

- h. 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 (Disclosure Statement). You will not, however, be required to pay an early termination fee where we are prevented by Energy Laws from imposing that fee or if you are moving to a new supply address, provided you enter into a contract with us for 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?

- (i) If your Energy Market Contract has a fixed term, we will notify you at least 20 business days, but no more than 40 business days, before the end of the fixed term of your Energy Market Contract, of:
 - a. The fact that your Energy Market Contract is due to end;
 - b. The date on which your Energy Market Contract will end;
 - c. The options available to you when your Energy Market Contract ends, including the availability of a Standard Contract, and your ability to choose the Retailer from whom you purchase Energy;
 - d. The Rates and conditions that will apply to you when your Energy Market Contract ends if you do not exercise any other option; and
 - e. The consequences for you not entering into another contract for the sale of Energy, including any applicable entitlement to de-energise your Supply Address, and the details of the process for de-energisation.

Note: Clause 5.3(i) is modified by Appendix 1 for Supply Addresses located in Queensland. Please see clause 29.4.

- (ii) If you do not exercise another option, and we do not inform you otherwise, we will continue to sell Energy to you at your Supply Address after the expiry of any fixed term on the same terms and conditions as applied immediately prior to the expiry of the fixed term, until such time as you terminate the arrangement in accordance with clause 5.2.
- (iii) No early termination fee will apply where the termination occurs after the expiry of any applicable fixed term.

5.4 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 3 business days or as set out in Appendix 1.

Note: Clause 5.4(i) is modified by Appendix 1 for Supply Addresses located in Queensland. Please see clause 29.5.

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

5.5 What happens if you vacate your Supply Address?

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 18.

6. Connecting your Supply Address

- (i) If your Supply Address is already connected to the Distribution System but is not energised, we will contact your Distributor on your behalf to arrange for that energisation. We will agree with you the business day your supply address will be energised.
 - (ii) If you require your Supply Address to be connected to the Distribution System (where no previous connection has existed) or your existing connection or equipment to be modified or upgraded (Connection Services), you may make your own arrangements with your Distributor.
 - (iii) We do not generally arrange for new connections to the Distribution Network; customers must arrange these themselves.
 - (iv) If we choose to arrange for Connections Services or energisation of your Supply Address on your behalf, we will contact your Distributor as soon as possible and arrange for a standard connection service. We may require you to provide information to enable us or your Distributor to provide those Connection Services. This information may include.
 - 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.
 - (v) If we arrange for Connection Services or energisation of your Supply Address on your behalf, we will bill you for (and you must pay) any Distributor Charges, in accordance with clause 10.
-

7. Consent to a credit check

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

8. Late payment fees

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

9. Security deposits

- (i) We may require you to provide a security deposit in accordance with Energy Laws (including rules 40(2), 40(3) and 40(4) of the NERR) and you must comply with this request.
- (ii) The form and amount of your security deposit (if applicable at the commencement of this Energy Market Contract and calculated in accordance with Energy Laws) is specified in our Market Contract Summary.
- (iii) If you are a residential customer, we may require you to provide a security deposit at the time you request the sale and supply of energy under a Energy Market Contract if you:
 - a. owe money to us in relation to the sale and supply of energy to any premises (including a previous Supply Address) and the amount owed is not under review or being considered by the energy ombudsman;
 - b. have used Energy fraudulently or illegally within the past two years;
 - c. are a new customer and have refused to provide acceptable identification;
 - d. we reasonably consider that you have an unsatisfactory credit history; or
 - e. you have refused to provide us with the permission or other information requested under clause 7.
- (iv) If you are a residential customer, we will not require you to provide a security deposit if you are or have been identified as a Energy Assistance Program (hardship program) customer, and we will first offer you the option of a payment plan.
- (v) If you are a business customer, we may require you to provide a security deposit at the time you request sale and supply of energy under a Energy Market Contract, or during the currency of your Energy Market Contract, if we reasonably consider that you have no history of paying Energy accounts or have an unsatisfactory record in relation to the payment of Energy accounts.
- (vi) If permitted by Energy Laws, we may also request you to increase the amount of the security deposit during the term of this Energy Market Contract, and you must comply with this request.
- (vii) We will repay to you, in accordance with your reasonable instructions, the amount of the security deposit and accrued interest (calculated using the interest rate specified in the applicable Energy Laws) 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.
- (viii) If you do not provide us with reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, on your next bill or pay the amount to you (as required by Energy Laws). We will use your 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.
- (ix) We will not use your security deposit to recover amounts due in respect of charges other than charges related to the supply and sale of Energy.
- (x) If we use your security deposit, we will provide you with an account of its use and repay any balance to you within 10 business days.

10. Billing and Charges

10.1 When Does your Energy Market Contract Start?

- (i) Our current Rates are published on our Website.
- (ii) The Rates you have agreed to pay for your Energy supply are set out in our Market Contract Summary (Disclosure Statement).
- (iii) The Rates you have agreed to pay for your Energy supply have been selected having regard to your estimated Energy usage and metering configuration.

- (iv) You must provide us with details of your estimated Energy usage if we request, and you must inform us soon as possible if there is any major change to your estimated usage, or to the main purpose for which Energy is used at your Supply Address.
- (v) We can impose Additional Retail Charges to cover the reasonable costs we incur:
 - a. if you choose to receive a printed bill;
 - b. if you select a payment option that incurs fees (e.g. direct debit);
 - c. if, at your request, we arrange for a special reading of your meter;
 - d. if 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 (refer to clause 10.12); and;
 - i. in relation to the sale of Energy to you where those costs are not incorporated in our Rates, are permitted by applicable Energy Laws, and are fair and reasonable having regard to the related costs incurred by us.
- (vi) Our Additional Retail Charges schedule 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 (Disclosure Statement) do not incorporate that charge);
 - b. pay to us any costs imposed by your Distributor or metering provider for additional services such as disconnection, reconnection, call-out fees, special meter readings and meter testing (to the extent those costs are not included in the Distributor Charges) and, if specified in our Market Contract Summary (Disclosure Statement), our administration fee in relation to the provision of these services;
 - c. pay us for fees we incur for any payment made by you that is dishonoured or reversed, as well as any fair and reasonable administration costs we incur for recovery of the fee;;
 - d. pay us for any financial institution or merchant service fees we incur for any payment made by, or processed for, you;
 - e. pay us a fair and reasonable amount for recovering late payments from you having regard to the related costs incurred by us (see clause 8); and ;
 - f. pay us GST at the prevailing GST rate on any taxable supplies made by us under your Energy Market Contract, where that rate does not include GST.
- (viii) We will not require you to pay us an Additional Retail Charge or fee to the extent Energy Laws prevent us from requiring payment of that Additional Retail Charge or fee.

10.2 Will our Rates and Charges change?

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

Note 1: Clause 10.2(i) is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 27.6.

Note 2: Clause 10.2(i) is modified by Appendix 1 for Supply Addresses located in Queensland. Please see clause 29.3..

- (ii) Unless these Terms and Conditions or our Market Contract Summary (Disclosure Statement) state otherwise, we can:
 - a. vary our rates to reflect, or otherwise pass through to you changes to:
 - 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) which are not included in the Distributor Charges;
 - 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 tax or other scheme intended to reduce or control greenhouse gas emissions);
- vi. any change in Energy Laws or other regulatory obligations imposed on us; or

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 notice of any changes to our Rates and charges that affect you as soon as practicable, and in any event no later than your next bill.

(iv) If you have a Dual Fuel Contract and your gas is disconnected pursuant to clause 13.2, we may vary your electricity Rates, terms and conditions to the Rates, terms and conditions that apply under our Standing Contract.

10.3 How will your bill be calculated?

(i) Unless:

- a. **you have not provided proper access to your Supply Address and meter for a meter reading;**
- b. **your meter has broken down or is faulty;**
- c. **there is no meter at your Supply Address; or**
- d. meter data is not provided to us by the responsible person, we will base your bill on metering data or on an actual reading of your meter and, in any event, use our best endeavours to ensure that your meter is read as frequently as is required to prepare its bills consistently with the metering rules and in any event at least once every 12 months.

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

Note 1: Clause 10.3(ii) is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 27.2.

(iii) If we base your meter reading on an estimate, we will indicate on the bill it is based on an estimate.

(iv) **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 10.11) when your meter is next read. If you ask us, we will replace the estimated bill with a bill based on an ad-hoc reading of your meter by a Special Field Officer (which may attract an Additional Retail Charge).**

(v) To calculate your bill, we will:

- a. **multiply the Energy usage or estimated Energy usage at your Supply Address for the Billing Period by the applicable Rates (and the load/pressure factors for gas) (Standard Usage Payment); and;**
- b. add any Additional Retail Charges or other charges/ fees to be paid by you (including charges for other goods or services, which will be listed and described on a separate line on your bill if they are not billed for separately).

(vi) Where your rate type or rate changes during a Billing Period, we will calculate your bill for that Billing Period (on a pro-rata basis in the case of a Rate change) using:

- a. **the old Rate type or rate up to and including the date of change (or date of meter reading, or meter change if a meter reading or meter change is necessary due to the change in Rate type); and**

- b. the new Rate type or rate from that date to the end of the Billing Period.
- (vii) If we charge you for Energy used in the delivery of bulk hot water, you will be billed in accordance with the Energy Laws.

10.4 What if you accepted Dodo GreenPower?

- (i) If you accepted Dodo GreenPower we will add to your Standard Usage Payment your GreenPower Payment.
- (ii) Your GreenPower Payment is calculated by multiplying your GreenPower Usage by the Dodo GreenPower Rate.
- (iii) Your GreenPower Usage is calculated by multiplying the Energy usage or estimated Energy usage at your Supply Address for the Billing Period by your Dodo GreenPower Percentage.
- (iv) In accordance with the GreenPower Scheme, we commit to purchasing and surrendering a quantity of Renewable Energy Certificates, equivalent to your total GreenPower Usage during each year of the Term. If requested by you, we will provide you with further information about our operations under the GreenPower Scheme.

10.5 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.

10.6 Application of a Pay on Time Discount

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

10.7 What information will be contained in your bill?

- (i) Your bill will contain information relating to:
- a. your name, your account/bill number, your Supply Address and your mailing address;
 - b. your meter identification number;
 - c. your Rates, charges and the basis of any charges;
 - d. the values of meter readings (or, if applicable, estimations) at the start and end of the billing period;
 - e. details of Energy consumption or estimated Energy consumption;
 - f. the period covered by the bill and bill issue date;
 - g. whether the bill is based on a meter reading or an estimation and, if issued as a result of a meter reading, the date of the meter reading;
 - h. the estimated date of the next scheduled meter reading (if applicable);
 - i. graphs or benchmarks to help you understand your Energy consumption;
 - j. the particulars of average daily consumption during the billing period
 - k. if we issued a bill to you for the corresponding billing period during the previous year, particulars of the average daily consumption during that previous billing period;
 - l. Distributor Charges (if any in addition to the Rates set out in our Market Contract Summary);
 - m. Additional Retail Charges;
 - n. 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;
 - o. any payment methods that may be available to you;
 - p. any arrears that must be paid by you;
 - q. any amount deducted, credited or received under a government funded energy charge rebate, concession or relief scheme or under a payment plan;
 - r. information on government funded energy charge rebate, concession or relief schemes that may be available;
 - s. a telephone number for billing, payment and complaint enquiries and a 24-hour contact telephone number for faults and emergencies;
 - t. contact details for interpreter services in community languages;
 - u. if you have provided a security deposit, the amount of that deposit;
 - v. any proportionate billing information in accordance with applicable Energy Laws;
 - w. the amount of the Pay on Time Discount, or any other applicable discount;
 - x. the total amount payable (with and without the Pay on Time Discount) and the pay-by date; and
 - y. any other information required by the Energy Laws.
- (ii) From the information on your bill, you should easily be able to identify the Rates and charges and other important information applicable to your Energy Market Contract. However, if you request, we will provide you with additional information setting out the components of the Rates and charges which appear on your bill. We will provide this to you within 10 business days of your request, and if requested, in writing.
- (ii) If you request, we will also provide you with energy efficiency advice and advice on available concessions free of charge.

10.8 How will you receive your bill?

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

10.9 How often will you receive a bill?

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

- (iii) With your consent, we may agree a different Billing Cycle with You.
- (ii) In addition, we may:
 - a. issue a bill to you if the meter at your Supply Address is replaced or reconfigured or if your Rate type or rate changes during a Billing Period; or
 - b. change your Billing Cycle to reflect the meter reading frequency and billing cycle determined by your Distributor or 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.

10.10 Can you request a bill review or adjustment?

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

Note 1: Clause 10.10(ii)b is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 27.5.

Note 2: Clause 10.10(ii)b is modified by Appendix 1 for Supply Addresses located in Queensland. Please see clause 29.2.

- (iii) We will conduct our review in accordance with our Complaint Management Policy (see clause 18.3).
- (iv) We will advise you of the outcome of the review as soon as reasonably possible but, in any event, within 20 business days.
- (v) If, after conducting the review, we are satisfied that the bill under review is correct, you must either:
 - a. **pay the unpaid amount; or**
 - b. request us to arrange a meter test in accordance with clause 10.10
- (vi). **If, after conducting the review, we are satisfied that the bill under review is incorrect, we will adjust your account in accordance with clause 10.11.**
- (vii) If the bill under review is found to be incorrect or you are not satisfied with the outcomes of the review, you may raise the complaint to a higher level within our business or lodge a dispute with the energy ombudsman or other relevant body in your State or Territory.

10.11 What happens if your Energy Bill is adjusted?

- (i) If we have undercharged you (including not charged you by failing to send your bills), we may recover from you the amount undercharged. We will:
 - a. only recover amounts undercharged in the 9 months prior to the date you were notified of the undercharging (except where the amount was undercharged as a result of your fault or unlawful act or omission);
 - b. list the amount to be recovered as a separate line item in a special bill or in your next bill, together with an explanation of the

amount;

- c. not charge you interest on the amount undercharged; and
 - d. allow you to nominate the time to pay the amount undercharged in a payment or instalment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred (up to a maximum of 12 months).
- (ii) If we have overcharged you by less than \$50 (or such other amount prescribed by Energy Laws) we will credit the amount to your next bill after we become aware of the error or, if you have ceased to obtain Energy from us, use our best endeavours to refund the amount within 10 business days.
 - (iii) If we have overcharged you by \$50 (or such other amount prescribed by Energy Laws) or more, we will inform you within 10 business days of us becoming aware of the error, adjust your account, and repay the amount to you in accordance with your reasonable directions. If you do not provide us with reasonable instructions, we will credit the amount on your next bill or, if you have ceased to obtain Energy from us, use our best endeavours to refund the amount within 10 business days.
 - (iv) We will not pay you interest on the overcharged amount unless required by Energy Laws. If the overcharging is due to your unlawful act or omission, we may only be required to repay, credit or refund to you the amount overcharged in the 12 months before the error was discovered.
 - (v) This clause 10.11 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.

10.12 What happens if your Energy Bill is adjusted?

If requested by you, we will promptly provide you with your historical billing data:

- a. for up to the previous two years (we will provide this billing data to you free of charge if this is your first request within the preceding year); or
- b. if applicable, in accordance with Appendix 1 of these Terms and Conditions.

Note: Clause 10.12 is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 27.4.

10.13 Direct Payment of Distributor Charges

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

11. Payments

11.1 How do you pay your bill?

11.1.1 Pay by due date

- (i) The available methods of paying each bill are set out in the offer, on the back of each bill or as agreed from time to time. An Additional Retail Charge may apply in respect of Your chosen payment method.
- (ii) You may be entitled to a higher Pay on Time Discount if You have chosen to pay by direct debit from a debit or credit card or a nominated bank account, (which may attract an additional retail charge), (see clause 12).
- (iii) You must pay your bills in full by the due date specified on the bill. We will accept payment in advance.

11.1.2 Payment by Instalment

- (i) In entering into this Energy Market Contract with us, you agreed 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) As agreed with you and specified in our Market Contract Summary (Disclosure Statement), you must pay an initial fixed payment amount on the date specified in our Market Contract Summary (Disclosure Statement) and then pay the fixed payment amount (adjusted in accordance with this clause 11) on the 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 12).

11.1.3 Review of Instalments

- (i) Your fixed 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 Energy Assistance Program (hardship program).

11.1.4 Settlement Payment

- (i) When we issue a bill to you for your Energy usage (as specified in clauses 10.7 and 10.9), if the amount payable by you for the Billing Period is more than the 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) Unless the Settlement Payment is paid by you prior to the due date specified in the bill, we will deduct that amount from you on the due date specified on the bill.
- (iii) When we issue a bill to you for your Energy usage (as specified in clauses 10.7 and 10.9), if the amount payable by you for the Billing Period is less than the fixed 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 9)

11.2 Allocation of payments

- (i) Where you pay for charges for electricity and gas simultaneously, we will apply the payments received from you as directed by you. If you give us no direction and you are a residential customer, we will apply the payment in proportion to the relative value of those charges. If you give us no direction and you are a Business Customer, we will apply the payment to the oldest (electricity or gas) charge first.
- (ii) Where we send you a single bill for Energy and other goods and services, we will:
 - a. include the amounts billed for other goods and services as a separate item in the bill; and
 - b. apply the payments received from you as directed by you. If you give us no direction, we will apply the payment in satisfaction of the charges for the supply and sale of Energy before applying any portion of it to the charges for any other goods and services.

11.3 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 a residential customer we will offer and apply a payment plan to you if you are on our Energy Assistance Program (hardship program)or if you are, and inform us that you are, experiencing payment difficulties, except where:
 - a. you have had two payment plans cancelled due to nonpayment in the previous 12 months; or
 - b. you have been convicted of an offence involving illegal use of energy in the past two years.
- (iii) If you are having ongoing payment difficulties or require payment assistance, and without limiting clause 11.3(ii), we may:
 - a. assess your capacity to pay (upon request we will make that assessment available to you);
 - b. advise you how to contact an independent financial or other relevant counsellor;
 - c. revise your existing payment plan or offer you an instalment plan or other alternative payment arrangement, as required by the Energy Laws;
 - d. advise about the right to have a bill redirected to a third person, if allowed by Energy Laws;
 - e. provide you with information about the availability of government funded energy charge rebate, concession or relief schemes;
 - f. provide information about Energy efficiency and if agreed with you conduct an Energy efficiency field audit; and
 - g. assess you for entry into our Energy Assistance Program (hardship program) (our hardship policy can be viewed on our Website or sent to you free of charge on request).

11.4 Shortened collection cycles

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

12. Automatic Payment Plan Conditions

12.1 Did you choose an Automatic Payment Plan?

If your chosen payment method is automatic payment using direct debit or credit card, we will deduct from the relevant account:

- (i) any applicable fixed payment amounts as described in clause 11.1.1; or
- (ii) the full amount owed by you for your billing period on the pay-by date specified on your bill, for the term of this Energy Market Contract (Automatic Payment Plan).

12.2 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.

- (iii) 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.
- (iv) 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.
- (v) You may need to reimburse us for any merchant service fees we incur for payments made by you.

12.3 What should you do if you wish to cancel your Automatic Payment Plan?

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

12.4 What are our rights and obligations under these conditions?

- (i) We will initiate payments in the manner referred to in the Automatic Payment Plan request.
- (ii) Payments will occur on the due date notified to you or if that date is not a business day, on the next business day. We will not issue individual confirmation of payments made.
- (iii) We may terminate your Automatic Payment Plan at any time and will do so if three consecutive automatic payments are dishonoured by your financial institution or credit card provider.
- (iv) If an event occurs that causes our relevant retail license, or licenses, to be suspended, or suspends or terminates our right to acquire electricity from the wholesale electricity market and/or gas from a wholesale gas market or producer, we will immediately terminate the Automatic Payment Plan and notify both you and your nominated financial institution or credit card provider of the cancellation.
- (v) Except to the extent that disclosure is necessary 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.

- (vi) Where your Market Contract is conditional on maintaining an Automatic Payment Plan, should you cancel your Direct Debit or Direct Credit arrangement, or fail to make payments via your Automatic Payment Plan, we may reduce or remove any discount that may otherwise be applicable.
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13. Cancelling or Disconnecting your Energy Supply

Note: Clause 13 is modified by Appendix 1 for Supply Addresses located in Victoria. Please see clause 27.7.

13.1 Your right to request disconnection of your supply

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

13.2 When can we arrange for disconnection of your supply?

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

- (i) you fail to pay your Energy bill by the pay-by-date and, if you are a residential customer, you:
 - a. fail to comply with the terms of an agreed payment plan; or
 - b. do not agree to offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (ii) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads;
- (iii) you fail to provide a security deposit we are entitled to require from you;
- (iv) there has been illegal or fraudulent use of energy at your Supply Address in breach of your Energy Market Contract;
- (v) your fixed term Energy Market Contract ends, supply does not continue under clause 5.3 and you do not take steps to enter into a new retail contract with us.

13.3 Disconnecting your supply

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

13.4 When can't we disconnect you?

- (i) We will not disconnect your Supply Address where we are prevented by Energy Laws from doing so, including, subject to clause 13.4(ii), during the following times (the Protected Period):
 - a. on a business day before 8.00am or after 3.00pm;
 - b. on a Friday or the day before a public holiday;
 - c. on a weekend or a public holiday;
 - d. on the days between 20 December and 31 December (both inclusive) in any year; or
 - e. if you are being disconnected under clause 13.2(i), during an extreme weather event.

- (ii) Your Supply Address may be disconnected within the Protected Period:
 - a. for reasons of health and safety;
 - b. in an emergency;
 - c. as directed by a relevant authority;
 - d. if you are in breach of your customer connection contract which deals with interference with energy equipment;
 - e. if you request us to arrange disconnection within the Protected Period;
 - f. if the Supply Address contains a commercial business that only operates within the Protected Period and where access to the premises is necessary to effect disconnection; or
 - g. where the Supply Address is not occupied.

13.5 If you are disconnected, when can you be reconnected?

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

Note: Clause 13.5 is modified by Appendix 1 for Supply Addresses located in South Australia. Please see clause 30.2.

14. Planned Interruptions to your Energy Supply

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

15. Your and our rights and responsibilities regarding metering

15.1 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:
 - a. reading or testing the meter;
 - b. connecting or disconnecting Supply;
 - c. inspecting or testing gas or electrical installations as appropriate; or
 - d. 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.

15.2 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 fulfill some of your obligations under your Energy Market Contract. Therefore, we may require you to request that the owner fulfill those obligations on your behalf.

15.3 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 may 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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16. Retailer of last resort event

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

17. Communications and Amendments

17.1 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 free of charge; and
 - c. you notify us as soon as your e-mail addresses changes.
- (iii) E-mail communications cannot be guaranteed to be timely, totally secure, error or virus-free.
- (iv) If you provide us with a Primary Email Address to provide you with notices under these Terms and Conditions, you agree that:
 - a. we may give you notices under these Terms and Conditions by sending an email to that address; and
 - b. it is your responsibility to check your email regularly and make sure that your email facility 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 to us; or
 - d. when delivered by hand before 4.00pm on a business day, at the point of delivery, or otherwise the next business day at the point of delivery.

17.2 How these terms and conditions may be amended

- (i) Unless prohibited by Energy Laws, we may amend these Terms and Conditions by giving you 20 Business Days' notice of the amendment in writing (via email, or letter) in accordance with clause 17.1.
 - (ii) Where we provide you a notice of amendment, and if the amendment would have a material adverse impact on you, you may cancel Your Energy Market Contract within 20 business days of being notified without incurring any early termination fee or other penalty and without being bound by the change.
 - (iii) Where you cancel your Energy Market Contract in accordance with clause 17.2(ii), the contract will terminate 10 business days after you provide notice of the termination.
 - (iv) If, after the termination of your Energy Market Contract we continue to be financially responsible for the energy supplied to your site, you will be supplied energy under our Standing Contract terms and conditions and prices. Our Standing Contract terms and conditions and prices are available on our website. Discounts are not generally available under our Standing Contract.
 - (v) Despite clause 17.2(i) and 17.2(ii) above, and to the extent necessary to accommodate any change in any Regulatory Requirements, we may immediately vary any term or condition, and will take reasonable steps to bring the general nature of such changes to your attention (for example, by informing you in a bill that our Terms and Conditions have changed and can be viewed on our website).
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18. Enquiries and Complaints

18.1 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 13 dodo (13 36 36). 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).
 - 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 free of charge; and
 - c. you notify us as soon as your e-mail addresses changes.
- (iii) You can contact us in writing:
 - a. by fax on 1300 374 226; or
 - b. by mail addressed to: Dodo Power & Gas, PO Box 631 Collins St West, Melbourne, VIC 8007.
 - c. by email at customercare@dodo.com.au

18.2 When can you expect a response or resolution?

- (i) Subject to clause 18.3, we will acknowledge receipt of your enquiry, complaint or dispute, either by telephone or in writing, as soon as possible but in any event within 5 business days of receiving it from you. Where possible, we will also try to resolve your enquiry or complaint within this timeframe.
- (ii) If you make a telephone enquiry or complaint relating to disruption or interruption to, or the quality of, your Energy supply, we will transfer you to your Distributor, or provide you with your Distributor's telephone number for faults and emergencies, we will also provide on request, any information we have about any planned interruptions to your supply. We will also refer to your Distributor:
 - a. any request relating to connection or disconnection of your Supply Address, within two hours of receiving the request from you (during business hours), or within such longer time as is practicable having regard to the nature of your request or within 1

- business day; and
- b. any matter relating to the provision of connection services, as soon as possible, or within such longer time as is practicable having regard to the nature of your request or within 1 business day.
- c. by email at customer-care@dodo.com.au

18.3 How will your complaint be managed?

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

19. 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 Dodo on 1300 37 47 57 during normal business hours

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 Dodo al 1300 37 47 57 durante el horario comercial normal

Αν χρειάζεστε διερμηνέα, μπορείτε να καλέσετε την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS National) στο 131 450 και να ζητήσετε συνδεθεί με το Dodo στο 1300 37 47 57 όλες της εργάσιμες ώρες της ημέρας

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 Dodo: 1300 37 47 57.

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 Dodo vào 1300 37 47 57 giờ trong thời gian kinh doanh bình thường

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 Dodo auf 1300 37 47 57 während der normalen Geschäftszeiten.

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 Dodo su 1300 37 47 57 durante il normale orario di lavoro.

إذا كنت بحاجة إلى مترجم اتصل ب 131450 و اطلب توصيلك ب Dodo للغاز و الكهرباء على 1300374757 خلال ساعات العمل الرسمية

Hearing Impaired: Hearing Impaired Services. National Relay Service - TTY users phone 133 677 then ask for 1300 37 47 57

20. Our Customer Service Standards

20.1 Providing telephone contact

- (i) You can contact us on 13 dodo (13 36 36) during 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.

21. Our Privacy Statement

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

22. Our Liability

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

23.1 Effect of force majeure event

- (i) If you or we cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):
 - a. the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
 - b. you or we must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove or minimise those effects.

23.2 Deemed Prompt Notice

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

23.3 Obligation to Overcome or Minimise Effect of Force Majeure Event

Where you or we claim a force majeure event you or we must use best endeavours to remove or minimise the effects of that event as soon as practicable.

23.4 Settlement Of Industrial Disputes

Nothing in this clause requires either you or us to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

24. Our 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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25. Interpretation

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

- (i) headings and notes 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; and
 - (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 subject to Energy Laws.
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26. Meanings of Words

- (i) Subject to clause 26, terms used in these Terms and Conditions have the same meanings as they have in:
 - a. the National Energy Retail Law and National Energy Retail Rules, as they apply in the State or Territory in which your Supply Address is located; or
 - b. if the National Energy Retail Law and National Energy Retail Rules do not apply in the State or Territory in which your Supply Address is located, the applicable Energy Laws in force in that State or Territory.
- (ii) Terms which are listed in the first column of the table below, when used in these Terms and Conditions, have the meaning given in the second column of the following table.

TERMS	DEFINITION
Additional Retail Charges	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 10.1(v).
Automatic Payment Plan	means the payment plan described in clause 12.
Bulk Electronic Clearing System	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.
Billing Cycle	means the regular recurrent Billing Period.
Billing Period	means the period for which you receive a bill from us for Energy supplied to you under your Energy Market Contract.
Credit Amount	has the meaning given in clause 11.1.3(iii).
Deemed Contract	means an Energy contract that is deemed to exist between a Retailer and a customer, on deemed contract terms and prices, when a Standing/Standard Retail Contract or Energy Market Contract has not been entered into.
Direct Debit	means a preauthorized payment under which an account holder authorises a financial institution to pay a fixed or variable amount directly to Dodo Power & Gas at agreed intervals or after agreed notice.
Distributor Charges	means the charges payable for services provided by your Distributor in connection with the supply of Energy to your Supply Address, including connection charged if you have asked us to arrange a new connection or connection alteration and have not made alternative arrangements with your Distributor. The Distributor Charges do not include any Additional Retail Charges.
Distribution System	means the network your Distributor uses to transport Energy to your Supply Address.
Distributor	means the entity that is licensed to own or operate the distribution system that provides your Supply Address with Energy.
DMO – Default Market Offer	means energy prices set annually by the Australian Energy Regulator (AER) NSW, Qld & SA being the reference retail price for each distribution zone within the jurisdiction
Dodo GreenPower Percentage	means the percentage of Energy supplied to you for which you will be charged the additional Dodo GreenPower Rate, as specified in our Market Contract Summary.
Dodo GreenPower Rate	means any such amount per kWh as specified in our Market Contract Summary.
DPG	means M2 Energy Pty Ltd (ACN 123 155 840) trading as Dodo Power & Gas. We/Us/Our have the same corresponding meaning.
Dual Fuel Contract	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
Energy	means electricity or gas or both, depending on which is the subject of the Energy Market Contract.
Energy Market Contract	means a market retail contract to provide energy at market offer prices at the terms and conditions in this document and the Market Contract Summary.
Energy Laws	means any acts, regulations, by-laws, rules, orders, licenses, 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.
GreenPower Payment	has the meaning given in clause 10.4(ii).
GreenPower Scheme	means the National GreenPower Accreditation Program established and offered by the Commonwealth and State and Territory Governments.
GreenPower Usage	has the meaning given in clause 10.4(iii).
GST	means a goods and service tax or similar tax
Loss Factors	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.
Market Contract Summary (Disclosure Statement)	means the document that details the specific Rates, charges fees and other specific details of your Energy Market Contract.
Market Operator	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.
NERR or National Energy Retail Rules	means the National Energy Retail Rules applying in your State or Territory by operation of the National Energy Retail Law.
Pay on Time Discount	means a discount that may apply if a bill payment is made in full by the payment due date.
Primary Email Address	is the electronic mail address you provide us to be used as the source of electronic communication to You.
Protected Period	has the meaning given in either clause 13.4(i) or 27.7(i) (as applicable).
Rate	is the price paid for the supply and/or sale of Energy.
Retailer	means a person licensed or authorised under the Energy Laws to retail Energy.
Reference Price	Has the same meaning as DMO or VDO

Renewal Energy Certificate	for the purposes of these Terms and Conditions means a large-scale generation certificate as defined in the Renewable Energy (Electricity) Act 2000 (Cth).
Retail Customer	means: a) residential customer; or b) Small Business Customer.
RoLR Scheme	Retailer of Last Resort (RoLR) scheme seeks to ensure that customers' continuity of supply is maintained in the event their electricity or gas retailer fails by establishing immediate arrangements to transfer the customers to another retailer. Refer to clause 16.
Small Business Customer	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.
Special Field Officer	means our representative or a representative of your Distributor or Meter Data Provider.
Standing Contract	means the Contract that is created between us and Retail Customers when that customer accepts our standing offer or Standard Retail Contract.
Supply Address	means the address for which you purchase Energy from us, being the supply address specified in the Market Contract Summary.
Terms and Conditions	means the terms and conditions specified in this Energy Market Contract.
VDO (Victorian Default Offer)	means energy prices set annually by the Essential Services Commission (ESC) Victoria being the reference retail price for each distribution zone within the jurisdiction
Website	means the Dodo Power & Gas website at www.dodo.com.au/energy
You	means the customer party to this Energy Market Contract; your has an equivalent meaning.

Appendix 1

State or Territory Specific Terms and Conditions

27. Terms and Conditions specific to Victoria

27.1 Who to contact for assistance

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

Phone : 1800 500 509

Website : www.ewov.com.au

Department of Human Services (for energy concessions)

Phone : 1800 658 521

Website : www.dhs.vic.gov.au

Essential Services Commission (Victorian energy industry regulator)

Phone : 1300 664 969

Website : www.esc.vic.gov.au

27.2 Estimation of bills

Despite anything to the contrary elsewhere in these Terms and Conditions, if you have a smart meter and we cannot reasonably or reliably base a bill on actual metering data collected from your smart meter for each trading interval, we may provide you with a bill that is either:

- (i) prepared using estimated and/or substituted metering data in accordance with applicable Energy Laws; or
- (ii) if estimated and/or substituted metering data is not

available, prepared based on your historical billing or metering data or, where we do not have such data, the average usage of energy by a comparable customer over the corresponding period covered by the estimated bill.

27.3 Greenhouse gas disclosure on your bill

We will include in your bill any information concerning greenhouse gas emissions in relation to your Supply Address that is required by Energy Laws.

27.4 Historical billing information

We will use our best endeavours to provide historical billing and metering data to you for the previous 2 years within 10 business days of your request, or such other period as we agree. We will provide the data to you in the form required by Energy Laws.

27.5 Meter checks and tests

We will not request you to pay in advance for the cost of a meter check or test requested by you, and will not require you to pay the cost of the check test if the meter or metering data proves to be faulty or incorrect.

27.6 Variations to market retail contracts

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

27.7 Disconnection and reconnection

- (i) Subject to clause 27.7(ii), your Supply Address may not be disconnected during the following times (the Protected Period):
 - a. on a business day before 8.00am or after 2.00pm, if you are a residential customer;
 - b. on a business day before 8.00am or after 3.00pm if you are a Small Business Customer;
 - c. on a Friday or the day before a public holiday;
 - d. on a weekend or a public holiday; or
 - e. on the days between 20 December and 31 December

(both inclusive) in any year.

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

27.8 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 (Disclosure Statement) (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.

27.9 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).

28. Terms and Conditions specific to New South Wales

28.1 Who to contact for assistance

Energy and Water Ombudsman New South Wales (for complaints You can't resolve with Dodo Power & Gas)

Phone : 1800 246 545

Website : www.ewon.com.au

Terms and Conditions specific to Queensland

28.2 Who to call for assistance

Energy Ombudsman Queensland (for complaints You can't resolve with Dodo Power & Gas)

Phone : 1800 662 837

Website : www.eoq.com.au

Department of Communities Concession Unit (for energy concessions)

Phone : 1800 460 849

Website : www.communities.qld.gov.au

Department of Mines and Energy (energy industry regulator)

Phone : 13 13 04

Website : www.dme.qld.gov.au

28.3 Meter checks and tests

- (i) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill.
- (ii) If we carry out the check or test and:
 - a. the meter proves to be operating correctly or the metering data is accurate, we may request that you pay for the cost of the check or test; or
 - b. find the meter process to be operating incorrectly or the metering data is inaccurate, we cannot charge you for the cost of the check or test.

28.4 Changes in Rates or charges

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

- (i) if the change results in an increase in the Rates and charges applying to you – at least 10 business days before the variation to the Rates or charges are to apply to you; or
- (ii) (ii) if the change results in a decrease in the Rates and charges applying to you – as soon as practicable, and in any event, no later than your next bill.
 - a. the meter proves to be operating correctly or the metering data is accurate, we may request that you pay for the cost of the check or test; or
 - b. find the meter process to be operating incorrectly or the metering data is inaccurate, we cannot charge you for the cost of the check or test.

28.5 End of fixed benefit periods

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

28.6 Vacating Supply Address

Where you are vacating a Supply Address, the notice period you must give, and any termination date will be the period and date required by applicable Queensland Energy Laws (to the extent that these are different from the period and date that would

otherwise apply under these Terms and Conditions).

28.7 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.

29. Terms and Conditions specific to South Australia

29.1 Who to call for assistance

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

Phone : 1800 665 565

Website : www.eiosa.com.au

Department for Families and Communities (for energy concessions)

Phone : 1800 307 758

Website : www.sa.gov.au/concessions

Essential Services Commission (energy industry regulator)

Phone : 08 8463 4444

Website : www.escosa.sa.gov.au

29.2 Reconnection

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

30. Terms and Conditions specific to Australian Capital Territory

30.1 Who to call for assistance

Essential Services Consumer Council (for complaints You can't resolve with Dodo Power & Gas)

Phone : 02 6207 7740

Department of Disability, Housing and Community Services (for energy concessions)

Phone : 02 6205 0753

Website : www.dhcs.act.gov.au

Independent Competition and Regulatory Commission ACT (energy industry regulator)

Phone : 02 6205 0779

Website : www.icrc.act.gov.au

**Dodo Power & Gas
Market Contract**

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dodo

