



# POWER & GAS

Energy Market Contract  
Terms and Conditions





# CANCELLATION NOTICE

## TO THE SUPPLIER:

Supplier name: **DODO POWER & GAS PTY LTD**  
Supplier address: **LEVEL 14, 600 ST KILDA RD,  
MELBOURNE VIC 3004**  
Supplier fax number: **1300 374 226**

## ATTENTION : ACCOUNTS

Goods or services to be  
supplied under agreement:

Date of Agreement:

Customer Full Name:

Address:

Suburb:

State:  Post code:

Account No. (located on welcome letter):

## I WISH TO CANCEL THIS AGREEMENT.

**I WISH TO EXERCISE MY RIGHT TO CANCEL THE  
ENERGY CONTRACT BEFORE THE EXPIRATION OF THE  
10 DAY COOLING OFF PERIOD**

Signature:

Date:

# CANCELLATION

**"NOTICE TO THE PURCHASER WANTING TO CANCEL THIS AGREEMENT"**

**IF YOU WISH TO CANCEL THIS ENERGY CONTRACT PLEASE SIGN AND DATE THIS NOTICE OF CANCELLATION AND:**

- 1. LEAVE THIS NOTICE AT, OR POST IT TO:  
CANCELLATIONS  
DODO POWER & GAS  
LEVEL 14, 600 ST KILDA ROAD  
MELBOURNE, VIC, 3004**

**OR**

- 2. FAX IT TO THE FAX NUMBER SET OUT IN THIS NOTICE.**

**THIS MUST BE DONE WITHIN 10 DAYS FROM AND INCLUDING THE DAY YOU RECEIVED THE ENERGY CONTRACT ("THE COOLING-OFF PERIOD").**

**YOU MAY STILL BE REQUIRED TO PAY A FAIR PRICE FOR GOODS WHICH CANNOT BE RETURNED TO DODO POWER & GAS UNLESS YOU ENTERED INTO THE ENERGY CONTRACT BECAUSE WE OR OUR AGENT MADE A FALSE OR MISLEADING REPRESENTATION ABOUT YOUR NEED FOR THE GOODS.**

**DODO POWER & GAS OR OUR AGENT CANNOT REQUIRE YOU TO PAY FOR SERVICES PROVIDED TO YOU DURING THE COOLING-OFF PERIOD (UNLESS THE SERVICES ARE BEING PROVIDED TO YOU ON A CONTINUING BASIS).**

**IF YOU CANCEL THIS AGREEMENT DURING THE COOLING-OFF PERIOD, THE SUPPLIER IS ENTITLED TO APPLY TO THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL ("VCAT") FOR AN ORDER THAT YOU HAVE TO PAY A REASONABLE AMOUNT FOR THE SERVICES YOU RECEIVED BEFORE YOU CANCELLED THE AGREEMENT. YOU WILL NOT BE REQUIRED TO PAY ANYTHING IF VCAT DECIDES THAT THE SUPPLIER OR THE SUPPLIER'S AGENT HAS BREACHED THE *FAIR TRADING ACT 1999* IN RELATION TO THIS AGREEMENT, FOR EXAMPLE, BY MAKING A FALSE OR MISLEADING STATEMENT TO YOU ABOUT YOUR NEED FOR THE SERVICES.**

## **TABLE OF CONTENTS**

These Terms and Conditions comprise of the following sections;

<b>1. Who are the parties to this Energy Contract?</b>	01
<b>2. When do these Terms and Conditions apply?</b>	01
<b>3. About these Energy Market Contract Terms and Conditions</b>	01
<b>4. What Does Your Energy Market Contract Encompass?</b>	01
<b>5. Your Energy Market Contract</b>	03
<b>6. Connecting Your Supply Address</b>	06
<b>7. Consent to a Credit Check</b>	07
<b>8. Refundable Security Deposits or Advances</b>	07
<b>9. Billing and Charges</b>	08
<b>10. Payments</b>	16
<b>11. Automatic Payment Plan Condition</b>	19
<b>12. Cancelling or Disconnecting Your Energy Supply</b>	21
<b>13. Planned Interruptions to Your Energy Supply</b>	25
<b>14. Your and Our Rights and Responsibilities Regarding Metering</b>	25
<b>15. Bundle Discounts</b>	26
<b>16. How We Communicate With You</b>	29
<b>17. Enquiries or Complaints</b>	30
<b>18. Language Assistance</b>	32
<b>19. Our Customer Service Standards</b>	33
<b>20. Our Privacy Statement</b>	33
<b>21. Our Liability</b>	33
<b>22. Force Majeure</b>	34
<b>23. GST</b>	35
<b>24. Interpretation</b>	35
<b>25. Meanings of Words</b>	36
<b>Appendix 1</b>	
<b>State Or Territory Specific Terms And Conditions</b>	40



---

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

This Energy Market Contract is made between:

- Dodo Power & Gas Pty Ltd (ACN 123 155 840) (DPG) of Level 14, 600 St Kilda Road, Melbourne; and
- You, being the person who has accepted these Terms and Conditions in relation to the supply of Energy to the Supply Address.

---

## **2. When do these Terms and Conditions apply?**

The Terms and Conditions will apply to You as a Retail Customer. If You accepted Our market offer for the supply and sale of electricity AND gas to Your Supply Address, two separate Energy Market Contracts will exist and these Terms and Conditions will apply to each Energy Market Contract to the extent that they are relevant to the particular type of energy in Your location.

---

## **3. About these Energy Market Contract Terms and Conditions.**

- (i)** These Terms and Conditions set out Your and Our rights, responsibilities, and obligations.
- (ii)** Energy Laws specific to You in Your State or Territory are outlined in sections 26 to 31 of this Energy Market Contract.
- (iii)** These Terms and Conditions may only be amended by agreement in writing between us (but the Rates we charge for your Energy supply may change as set out in clause 9.2 of these Terms and Conditions).
- (iv)** If there are any inconsistencies between the Energy Laws, these Terms and Conditions and Our Market Contract Summary, these Terms and Conditions will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.
- (v)** You can download a free copy of these Terms and Conditions from Our Website, or inspect them at Our offices during a Business Day free of charge.

---

## **4. What Does Your Energy Market Contract Encompass?**

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

Your Energy Market Contract consists of:

- (i)** these Terms and Conditions; and

(ii) Our Market Contract Summary.

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

- (i) Your Energy Market Contract applies to the supply and sale of Energy to You at Your Supply Address. We agree to obtain connection (if required and available) and distribution services from Your Distributor in order to supply You with Energy and perform all obligations set out under Your Energy Market Contract.
- (ii) You are required to pay the amount billed by Us under clause 9 and perform Your other obligations under Your Energy Market Contract.

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

- (i) In arranging for the delivery of Energy to Your Supply Address, Our obligation is to contact Your Distributor on Your behalf to arrange for this delivery to occur. As those services are provided under a separate contract with Your Distributor, We have no liability in relation to the reliability and quality of supply provided to You under that contract.
- (ii) Your contract with Your Distributor will automatically come into place by operation of law, unless other arrangements are negotiated between You and Your Energy Distributor.
- (iii) While We will request energisation of your supply address (if required) and distribution services from Your Distributor, Your Distributor is responsible for:
  - a. the actual connection of Your Supply Address to the network;
  - 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.

#### **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.** actions of third parties such as Distributors, generators and transmission owners;
  - e.** 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)** 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. In entering into this Energy Market Contract, You acknowledge the extent of Our responsibility, as a Retailer, for the quality and reliability of Your Energy supply, as described above, and you agree and accept that unexpected fluctuations or interruptions may cause damage to Your equipment or cause it to malfunction.
- (iii)** If You do suffer any loss or damage, You may be able to receive compensation from Your Distributor. If You are a Small Business Customer, You must take reasonable precautions to minimise the risk of loss or damage to Your equipment or Supply Address which may result from poor quality, or reliability of Energy supply.

---

## **5. Your Energy Market Contract**

### **5.1 Dodo Power & Gas When Does Your Energy Market Contract Start and End?**

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

- (i)** Your Energy Market Contract will start on the day You consent to enter into the contract and satisfy any relevant pre-conditions.
- (ii)** Any relevant pre-conditions are specified in Our Market Contract Summary. If these preconditions include the energisation or connection of Your Supply Address, You and We must comply with the requirements of clause 6. These preconditions may also include verification of Your identity and an acceptable credit history, as specified in clause 7.
- (iii)** The initial term of your Energy Market Contract is specified in Our Market Contract Summary.

#### **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) Your Energy Market Contract can be cancelled, without penalty, at any time within this cooling-off period by giving Us written notice, using the Cool Off/Cancellation Notice provided by Us to You.
- (iii) If You cancel Your Energy Market Contract during the cooling-off period, You will continue to be supplied with Energy under any current arrangements You have with Us or another Retailer.

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

- (i) Unless You cancel Your Energy Market Contract during the cooling-off period, supply of Energy under Your Energy Market Contract (and Your obligation to pay for Energy supplied) will commence on the later of:
  - a. if You are already Our customer, the day You consent to enter into the contract and satisfy any relevant pre-conditions; or
  - b. if You are transferring to Us from another Retailer, the day on which that transfer is completed and We become financially responsible to pay the relevant wholesale market for Energy used at Your Supply Address; or
  - c. if your Supply Address needs to be energised or connected to the Distribution System (see Clause 6) on the day that energisation or connection is complete and We become financially responsible to pay the relevant wholesale market for Energy used at Your Supply Address.
- (ii) There may be separate dates for commencement of supply of electricity and gas.

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

- (i) Your Energy Market Contract will end on the first to occur of any of the following:
  - a. if it has a fixed term, at the end of the term specified in Our Market Contract Summary;
  - b. if You terminate the Energy Market Contract by providing Us with 28 days notice; (If You live in South Australia the required notice is 20 Business Days);
  - c. when We or another Retailer enter into a different Energy Market Contract or contract with You for the supply and sale of Energy at Your Supply Address, and any relevant cooling-

off period ends and responsibility for payment for Energy commences;

- d.** when another customer enters into an Energy Market Contract or contract with Us or another Retailer for the supply and sale of Energy at Your Supply Address, and any relevant cooling-off period ends and responsibility for payment for Energy commences;
- 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;
- f.** if We have disconnected your Supply Address in accordance with the Energy Laws and You are not eligible to have Your supply reconnected; or
- g.** if We are no longer entitled under Energy Laws to sell Energy to You.

**(ii)** Depending on Your Energy Market Contract and the circumstances of termination, You may be charged an Early Termination Fee (ETF) if You end the Energy Market Contract early. Any applicable Early Termination Fee will be specified in Our Market Contract Summary.

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

If You have a fixed-term Energy Market Contract, at least one month, but no more than two months, before the end of the term, We will notify You of:

- (i)** the date Your Energy Market Contract will end;
- (ii)** the options available to You when Your Energy Market Contract ends; and
- (iii)** the Rates and conditions that will apply to You when Your Energy Market Contract ends if You do not exercise any other option.

### **5.4 What happens if You vacate Your Supply Address?**

- (i)** You must give Us at least three Business Days 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.
- (ii)** We will use Our Best Endeavours to ensure that the relevant meters are 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 will remain responsible for Energy consumed at the Supply Address until the later of 3 Business Days after the date you give us this notice or the date on which you vacate the supply address.
- (iv)** However, You may cease to be responsible for Energy consumed at the Supply Address at an earlier date if:
  - a. You can demonstrate to Our reasonable satisfaction that You were evicted or forced to leave Your Supply Address;
  - b. someone else commences purchasing Energy from Us or another Retailer for Your Supply Address; or
  - c. Your Supply Address is disconnected.
- (v)** If You have an Energy Market Contract with Us for another Supply Address, We may include the amount payable for Energy used at the vacated Supply Address in Your Energy bill for the other Supply Address.

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

Ending Your Energy Market Contract does not affect Your or Our ability to enforce any rights or obligations that have accrued under the Energy Market Contract before or on termination. You will still need to pay any outstanding debts and provide access to Your meter, and You will still be able to have any enquiry or complaint You have, dealt with in accordance with clause 17.

---

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

### **6.1 Energisation of Your Supply Address**

- (i)** If You want Us to energise (connect) Your Supply Address, You must:
  - a.** agree to pay any relevant connection fee or any other applicable Charges associated with Your request;
  - b.** provide acceptable identification and contact details; and
  - c.** if Your Supply Address is a rental property, provide contact details for the property owner or the owner's agent.
- (ii)** We will contact Your Distributor no later than the next Business Day after Your application to arrange this connection.

## **6.2 Connection Services (new connections to the Distribution system).**

- (i)** If You require Your Supply Address to be connected to the Distribution System (where no previous connection has existed) or Your existing connection or equipment modified or upgraded (Connection Services), You must make Your own arrangements with Your Distributor.
- (ii)** If Your electricity Distributor provides You with Connection Services, a separate connection contract will be formed between You and Your Distributor which will automatically come into place by operation of law.
- (iii)** You may request Us to arrange Connection Services with Your Distributor on Your behalf. You must pay Us for the costs imposed by Your Distributor for providing these services to You. If We arrange the Connection Services for You, We will forward You a summary of the terms and conditions of the connection contract. We will, upon a first request, send a free copy of the entire connection contract and any documents incorporated by reference in it. We may impose an Additional Retail Charge for providing any documents referred to in the connection contract but not incorporated in it. You can also inspect the entire connection contract, free of charge, at Our offices during office hours.

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

- (i)** When accepting this Energy Market Contract with Us, You were asked to give Your explicit and informed consent for Us to conduct searches, verify your identity and conduct a credit check, in accordance with the relevant Commonwealth, State and Territory Energy Laws and all applicable regulations and guidelines.
- (ii)** Your Energy Market Contract is conditional on Our verification of Your identity and acceptable credit history.

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

- (i)** We may require You to provide a Refundable Advance/Security Deposit if You are a Domestic Customer and You:
  - a.** still owe money from a previous Supply Address (either to Us or another Retailer), which is more than the minimum amount specified under the Energy Laws;
  - b.** have used Energy illegally within the past two years;

- c.** are a new customer and have refused to provide acceptable identification as required by the Energy Laws; or
  - d.** have an unsatisfactory credit rating and have not accepted an instalment plan when offered, and we have otherwise complied with Energy Laws.
- (ii)** If You are a Small Business Customer, We may require You to provide a Refundable Advance/Security Deposit if You have an unsatisfactory credit rating or do not have a satisfactory Energy account payment record. We may also ask You to increase the amount of the Refundable Advance/Security Deposit in accordance with the Energy Laws.
- (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.
- (iv)** We will calculate the amount of Your Refundable Advance/Security Deposit and pay You interest in relation to that Security Deposit in accordance with the Energy Laws.
- (v)** We will repay to You, in accordance with Your reasonable instructions, the amount of the Refundable Advance/Security Deposit and accrued interest within 10 Business Days of You:
  - a.** paying Your bills by their pay-by-date for the period prescribed within by the Energy laws; or
  - b.** ceasing to take supply at Your Supply Address.
- (vi)** If You do not provide Us with reasonable instructions, We will credit the amount of the Refundable Advance/Security Deposit, together with any accrued interest, on Your next bill.
- (vii)** We will use Your Refundable Advance/Security Deposit and accrued interest to pay any Energy bills You have outstanding if You are disconnected and do not have the right to be reconnected, or where You leave Your Supply Address, request disconnection, or transfer to another Retailer. If We use Your Refundable Advance/Security Deposit, We will provide You with an account of its use and repay any balance to You within 10 Business Days.

---

## **9. Billing and Charges**

### **9.1 What are Our Rates and charges?**

- (i)** Our current Rates are published on Our Website. These Rates may list bundled Rates (comprising Network Charges, retail charges and any other charges relating to the supply or sale of

Energy), separate Rates, or different Rates for different periods (such as electricity peak and off-peak Rates).

- (ii)** The Rates you have agreed to pay for Your Energy Supply are set out in Our Market Contract Summary. They have been selected to conform with the applicable metering configuration and Distributor Tariff for Your Supply Address.
- (iii)** Our Market Contract Summary also lists Additional Retail Charges that may be payable by You.
- (iv)** We can impose Additional Retail Charges to cover the costs We incur:
  - a.** if You choose to receive a printed bill;
  - b.** if You select payment options that incur fees;
  - c.** if Your meter cannot be read because You have not provided access and, at Your request, We use Our Best Endeavours to replace an estimated bill with a bill based on an actual meter reading;
  - d.** if, with Your consent, We provide You with a shorter Billing Cycle;
  - e.** if You are a Small Business Customer and at Your request, We agree to provide You with an instalment plan;
  - f.** if, at Your request, We provide You with a copy of customer related codes (including a large print copy);
  - g.** if, at Your request, We provide You with Your historical billing data, provided that it is not Your first request for the data within the preceding year, or the data requested relates to a period prior to the preceding two years, or the data is required for the purposes of handling a genuine complaint made by You; or
  - h.** for any other reason and in accordance with the Energy Laws, We incur costs in the supply and sale of Energy to You, and those costs are fair and reasonable having regard to the related costs incurred by Us.
- (v)** You will also need to:
  - a.** if permitted by Energy Laws, 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;
  - b.** if permitted by the Energy Laws, pay Us for any financial institution or merchant service fees We incur for any

- payment made by, or processed for You;
- c.** if permitted by the Energy Laws, pay Us a fair and reasonable amount for recovering late payments from You and/or interest on late payments, having regard to the related costs incurred by Us;
- d.** pay Us GST at the prevailing GST rate on any taxable supplies made by Us under Your Energy Market Contract; and
- e.** pay Us for the costs imposed by Your Distributor and metering service provider for additional services (Excluded Service Charges) such as disconnection, reconnection and call-out fees, special meter readings and meter testing (where the tested meter is found to comply with the Energy Laws). Our Market Contract Summary specifies where we will also charge an administration fee in relation to the provision of these services.

## **9.2 Will Our Rates and Charges change?**

- (i)** We may vary Our Rates and charges in accordance with this Energy Market Contract or Our Market Contract Summary.
- (ii)** Unless these Terms and Conditions or Our Market Contract Summary states otherwise, We can:
  - a.** pass through to You:
    - I)** changes to distribution costs, including disconnection, reconnection and call-out fees;
    - II)** increases in market charges;
    - III)** increases in metering charges for the installation, maintenance or reading of Your meter, including fees for meter readings or meter testing; and
    - IV)** costs of complying with any change in law, taxes or subsidies;
  - b.** change Your electricity charges to reflect any changes in the Loss Factors;
  - c.** change Your electricity and gas Rates to reflect any changes in the metering configuration for Your Supply Address;
  - d.** change Your gas Rates to reflect any changes in the amount of unaccounted gas that impacts Us;
  - e.** change Your Rates to reflect any increase in Our costs of purchasing, transporting, selling or supplying Energy,



including costs arising from increased price risk and Our costs of managing, mitigating or minimising that price risk, and increases due to:

- I)** any Force Majeure Event under any third party contract to which We are a party;
- II)** 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;
- III)** 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;
- IV)** any new amount or increase in any amount passed through to Us by the other party to a third party contract to which We are a party (for example, the pass through of additional costs incurred as a result of a change in law, taxes, subsidies, Market Operator fees, transmission fees, or the introduction of a carbon pollution reduction scheme);
- V)** any change in Energy Laws or other regulatory obligations imposed on Us.

**(iii)** We may also 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).

**(iv)** You must provide Us with details of Your estimated Energy usage if We request, and You must inform Us as soon as possible if there is any major change to Your estimated usage, or to the main purpose for which Energy is used at Your Supply Address.

**(v)** We can make any variation by either changing the Rates and charges, or including the amount as a separate line item in Your bill.

**(vi)** We will provide You with advance written notice of any changes to Our Rates and charges, which will include a future date on which the change will take effect.

**(vii)** If You have a Dual Fuel Contract and Your gas is disconnected pursuant to clause 12.2, We may vary Your electricity Rates, terms and conditions to the Rates, terms, and conditions that apply under a Deemed Contract.

### 9.3 How will Your bill be calculated?

**(i)** Unless:

- a.** You have not provided proper access to Your Supply Address and meter for a meter reading;
- b.** Your meter has broken down or is faulty;
- c.** there is no meter at Your Supply Address; or
- d.** there is any event which prevents Your meter data provider from supplying meter readings to Us,

We will base Your bill on metering data or on an actual reading of Your meter and, in any event, use Our Best Endeavours to ensure that Your meter is read by Our or Your Distributor's representative, at least once every 12 months.

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

**(iii)** If We have provided You with an estimated bill, We will ask You to pay the amount in the estimated bill and have that amount reconciled (in accordance with clause 9.9) when Your meter is next read. If You ask Us, We may agree to replace the estimated bill with a bill based on an ad-hoc reading of Your meter by a Special Field Officer (which may attract an Additional Retail Charge).

**(iv)** To calculate Your bill, We will 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). We will add any Additional Retail Charges or other charges/fees to be paid by You (including charges for other goods or services, which will be listed and described on a separate line on Your bill if they are not billed for separately).

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

- a.** the old Rate type or rate up to and including the date of change; and
- b.** the new Rate type or rate from that date to the end of the Billing Period.

**(vi)** Your bill will contain information relating to:

- a.** Your Rates and charges;

- b.** Your total Energy usage or estimated usage;
- c.** the period covered by the bill;
- d.** whether the bill is based on a meter reading, metering data or is wholly estimated;
- e.** a graph to help You understand Your Energy usage and greenhouse gas emissions;
- f.** Network Charges;
- g.** 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;
- h.** any energy concessions applied to Your bill;
- i.** the amount of the Pay on Time Discount;
- j.** the amount payable (with and without the Pay on Time Discount) and the pay-by date; and
- k.** any other information required by the Energy Laws.

**(vii)** From the information on Your bill, You should easily be able to identify the Rates and charges and other important information applicable to Your Energy Market Contract. However, if You request, We will provide You with additional information setting out the components of the Rates and charges which appear on Your bill. We will provide this to You within 10 Business Days of Your request, and if You request it, in writing.

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

#### **9.4 Application of energy concessions and rebates**

- (i)** We will apply any concessions and or rebates that You may be eligible for, where You have provided Us with the appropriate information about Your eligibility.
- (ii)** By providing Us with the information about Your eligibility for a concession or rebate, You are authorising Us to share and validate this information with the relevant State, Territory, and Federal Government authorities, including Centrelink and the Department of Veterans Affairs.

#### **9.5 Application of a Pay on Time Discount**

- (i)** Your Market Contract Summary 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)** The Pay on Time Discount will be applied to the total dollar value of the usage component of Your Energy Rate (being the amount expressed in c/KWh for electricity or c/GJ for gas) after deducting any relevant energy concessions. The dollar amount of your Pay on Time Discount will be displayed on that bill.
- (iii)** You will receive the discount if You pay Your bill by the due date (which includes the unpaid amount being successfully recovered by Us through Your Automatic Payment Plan at the next regular payment date).
- (iv)** Failure to pay Your bill by the due date will void the Pay on Time Discount applicable to that bill and You must pay the non-discounted amount specified on Your bill.
- (v)** Where a payment is dishonoured or reversed and you otherwise fail to pay Your bill by the due date specified on the bill, any Pay on Time Discount applicable to that bill will be void.
- (vi)** Where Your Pay on Time Discount is found to be void, the amount of that discount may be recovered by Us on Your next bill and in accordance with normal payment collection timeframes and requirements.

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

- (i)** We will make bills available through a secure account management page on Our Website. 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.

#### **9.7 How often will You receive a bill?**

- (i)** Your initial Billing Cycle is detailed in Our Market Contract Summary.
- (ii)** With Your consent, We may agree a different Billing Cycle with You.
- (iii)** In addition We may change Your Billing Cycle to reflect the meter reading frequency and billing cycle determined by the Your Distributor or as a result of automated interval meters being installed. Any changes to your Billing Cycle will be made by Us in accordance with applicable Energy Laws and We will advise You before We vary Your Billing Cycle.

## 9.8 Can You request a bill review or adjustment?

- (i)** If You dispute a bill, You can request that it is reviewed by Us. During the review, You must pay that portion of the bill that is not in dispute or pay an amount equal to the average of Your bills in the previous 12 months (whichever is the lower). You must also pay any future bills You receive while the bill is under review (except any portions of those accounts that You have also asked Us to review).
- (ii)** We will advise You of the outcome of the review as soon as reasonably possible but, in any event, within 20 Business Days.
- (iii)** If the bill under review is found to be correct, You must either pay the unpaid amount, or request Us to arrange a meter test in accordance with the Energy Laws and then pay any unpaid amount (as well as the costs of the test) if the meter is found to comply with the Energy Laws. If the bill is not correct, We will adjust Your account in accordance with clause 9.9
- (iv)** If We have provided You with an estimated bill because of an act or omission by You (for example, You have not provided proper access to Your meter for a meter reading), You can request Us to replace the estimated bill with a bill based on an actual reading of Your meter. We will use Our Best Endeavours to comply with Your request and adjust Your next bill in accordance with clause 9.9, to take account of the actual meter reading. We will pass onto You any charges incurred in actioning this request as an Additional Retail Charge.

## 9.9 What happens if your Energy Bill is adjusted?

- (i)** Unless the undercharging is due to Your fraud or illegal use of energy, if We have undercharged You (including not charged You by failing to send Your bills), We will seek to recover from You no more than the amount undercharged in the period allowed prior to the date on which We notify You of the undercharging. We will also:
  - a.** 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;
  - b.** not charge You interest on the amount undercharged; and
  - c.** offer You time to pay the amount undercharged in a payment arrangement covering a period at least

equal to the period over which the recoverable undercharging occurred.

- (ii)** If the undercharging is due to Your fraud or usage of Energy illegally, We will estimate the Energy usage for which You have not paid and take debt recovery action for any unpaid amount.
- (iii)** If We have overcharged You by \$50 or less, We will credit the amount to Your next bill after We become aware of the error. If We have overcharged You by more than \$50, We will inform You within 10 Business Days of Us becoming aware of the error and repay the amount (and, if applicable, interest in accordance with the Energy Laws) to You, in accordance with Your reasonable instructions. If You do not provide Us with reasonable instructions We will credit the amount on Your next bill.
- (iv)** If interest is applied to any overcharged balance then no further interest shall accrue on any credit or balance owed to You.

## **9.10 Your billing data**

We will retain Your historical billing data for at least seven years, even if You no longer have an Energy Market Contract with us. If You request billing data, We will use Our Best Endeavours to provide this data to You within 10 Business Days of a request from You. We will provide billing data for up to the previous two years to You free of charge if this is Your first request, within the preceding year. We may impose an Additional Retail Charge for providing billing data to You in other circumstances.

---

## **10. Payments**

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

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

- (i)** In entering into this Energy Market Contract with Us, You agreed to pay to Us a fixed regular amount, based on Your Rates, and estimated Energy usage, by direct debit or credit card payment (Automatic Payment Plan). This fixed payment amount, and the regular payment date for that amount, is specified in our Market Contract Summary.
- (ii)** As agreed with You and specified in our Market Contract Summary, We will deduct an initial fixed payment amount at the date specified in Our Market Contract Summary and will

continue to deduct the fixed payment amount (adjusted in accordance with this clause 10) on the regular payment date for the Term of this Energy Market Contract.

- (iii) Further conditions about your Automatic Payment Plan are set out in clause 11.

### **10.1.2 Settlement Payment**

- (i) When We issue a bill to You for Your Energy usage (as specified in clauses 9.5 and 9.6), 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 12 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 add that amount to Your next fixed payment amount and recover it from you at the next regular payment date occurring after the due date.
- (iii) When We issue a bill to You for Your Energy usage (as specified in clauses 9.5 and 9.6), 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 provisioned for a Security Deposit as stated in clause 8).

### **10.2 Allocation of payments**

- (i) Where You pay for charges for electricity and gas simultaneously, We will apply the payments received from You as directed by You. If You give Us no direction and you are a Domestic Customer, we will apply the payment in proportion to the relative value of those charges. If You give Us no direction and You are a Business Customer, We will apply the payment to the oldest (electricity or gas) charge first.

- (ii) Where We send You a single bill for Energy and other goods and services, We will apply the payments received from You as directed by You. If You give Us no direction, We will apply the payment in satisfaction of the charges for the supply and sale of Energy before applying any portion of it to the charges for any other goods and services.
- (iii) If Your Supply Address is located in Queensland, then You may be charged an additional Levy under the Community Ambulance Cover Act 2003. Please refer to clause 31.4 for further details.

### **10.3 Are You having trouble paying?**

- (i) If you are experiencing difficulty paying Your bill or Your agreed fixed amounts by the due-date, You must notify Us immediately.
- (ii) If We are unable to agree on alternative payment arrangement or we otherwise believe that You are having ongoing payment difficulties or require payment assistance and You are a Domestic Customer, We will contact You to;
  - 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 counsellor;
  - c. offer You an instalment plan, revise Your existing payment plan or offer an alternative payment arrangement, as required by the Energy Laws;
  - d. provide You with details on concessions or State or Territory Government assistance schemes that You may be eligible for;
  - e. provide information about Energy efficiency and if agreed with You, conduct an Energy efficiency field audit; and
  - f. assess You for entry into Our Energy hardship program (Our hardship policy can be viewed on Our Website).

### **10.4 Shortened collection cycles**

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



## **11. Automatic Payment Plan Conditions**

### **11.1 Review of Automatic Payment Plans**

- (i)** Your fixed payment amount will be reviewed regularly, and We may propose to vary them 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 within that period we will not make that change.
- (ii)** At any time You may also change Your instalment amount, schedule, and frequency by agreement with Us.
- (iii)** If You have difficulties keeping Your instalment schedule or are unable to maintain Your Instalment Payment amount (or proposed amount), We will review the amount, schedule and Your capacity to make the payments, and if appropriate, may consider referring You to Our hardship program.

### **11.2 What are Your responsibilities?**

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

- iv.** the credit card is suspended or cancelled; or
- v.** the card details change.

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

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

- (i)** Subject to the terms of Your account with Us, You:
  - a.** may cancel your Automatic Payment Plan;
  - b.** defer or stop individual payments; or
  - c.** alter the details referred to in the Automatic Payment Plan request,by providing at least 14 Business Day's notice to Us, or through Your financial institution or credit card provider.
- (ii)** If You cancel Your Automatic Payment Plan through Your financial institution or credit card provider, You must use Your Best Endeavours to notify Us as soon practicable after the cancellation.
- (iii)** If You cancel Your Automatic Payment Plan through Us, We will use our Best Endeavours to notify your financial institution or credit card provider as soon as practicable after the cancellation.
- (iv)** If You or We cancel Your Automatic Payment Plan, You must organise an alternative payment method with Us.

## **11.4 What are our rights and obligations under these conditions?**

We will initiate payments in the manner referred to in the Automatic Payment Plan request.

- (i)** 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.
- (ii)** We may cancel Your Automatic Payment Plan at any time, and will do so if three consecutive automatic payments are dishonoured by Your financial institution or credit card provider.
- (iii)** If an event occurs that causes Our relevant retail licence, or licences, to be suspended, or suspends or terminates Our right to acquire electricity from the wholesale electricity market and/or gas from a wholesale gas market or producer, We will immediately cancel the Automatic Payment Plan and notify both You and Your nominated financial institution or credit card provider of the cancellation.
- (iv)** Except to the extent that disclosure is necessary in order to conduct direct debit or process credit card payments, investigate and resolve disputed transactions or is otherwise required by law, We will keep details of Your account and payments confidential.

---

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

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

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

### **12.2 When will We disconnect You?**

Providing We comply with the Energy Laws, We may also disconnect Your Supply Address if:

- (i)** You refuse or fail to give an authorised person access to Your Supply Address in accordance with any access right under these conditions, or under the Energy Laws (for example, for the purpose of reading Your meter);
- (ii)** You obstruct the authorised person in relation to any act, matter or thing done or to be done in carrying out any function under this Energy Market Contract;

- (iii) You refuse to provide acceptable identification (if You are a new customer) or security deposit;
- (iv) You have obtained Energy illegally;
- (v) You fail to pay Your Energy bill by the pay-by-date (but only in accordance with clause 12.3);
- (vi) if allowed, when Your fixed term Energy Market Contract ends; or
- (vii) on other grounds as permitted by the Energy Laws.

### **12.3 Disconnecting Your supply for failure to pay a bill**

- (i) We may only disconnect Your Supply Address for failure to pay a bill by the pay-by-date (or the date of payment under your Automatic Payment Plan) if:
  - a. the amount of the unpaid bill exceeds the amount allowed under the Energy Laws;
  - b. the failure does not relate to an instalment under Your first instalment plan with Us;
  - c. We have given You a reminder notice and disconnection warning in accordance with the applicable Energy Laws;
  - d. We made reasonable attempts to contact You in person or by telephone, both within and outside business hours, with the intent of assessing Your capacity to pay, Your eligibility for government assistance programs and possible entry into Our hardship program;
  - e. if You have called Us, We have provided You with advice on financial assistance;
  - f. if You are on a shortened collection cycle, We have contacted You in person or by telephone to advise You of the imminent disconnection; and
  - g. before disconnection:
    - i. You do not provide Us with a reasonable assurance that You are willing to pay Our bills;
    - ii. You provide a reasonable assurance to Us that you will pay Our bills but then do not pay the amount payable by the pay-by-date on the disconnection warning and do not agree to a new payment arrangement within 5 Business Days of receiving the disconnection warning; or
    - iii. do not make payments under a new payment

arrangement agreed between You and Us in accordance with paragraph (ii) above.

- (ii)** When providing You with written notice and contacting You in person or by telephone, We will:
  - a.** specify the grounds for discontinuing or disconnecting Your supply;
  - b.** indicate the disconnection date if those grounds are not removed, being a date no earlier than 14 days after Our first written notice is sent;
  - c.** advise You of Your rights under this clause 12.3; and
  - d.** advise You of Your rights to have any complaint referred to Your Energy Ombudsman for resolution.
- (iii)** We will not commence legal proceedings for debt recovery while You continue to make payments under an agreed payment arrangement, and will ensure to comply with any relevant guidelines on debt collection.
- (iv)** On disconnection of Your supply, You will be responsible for any additional charges permitted under these conditions and the Energy Laws.
- (v)** If We disconnect Your Energy supply, We will notify You in writing, advising You of:
  - a.** Our reasons for disconnecting Your supply;
  - b.** a telephone number for You to discuss the matter with Us;
  - c.** the arrangements that You will need to make for reconnecting Your supply, including any costs payable for reconnection; and
  - d.** the dispute resolution process available to You under Our complaints handling policy.

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

- (i)** We will not disconnect You for non-payment of a bill:
  - a.** where the amount payable is less than an approved amount under the Energy Laws;
  - b.** if You have an unresolved complaint about the bill with the relevant Energy Ombudsman or another external dispute resolution body;
  - c.** if You have entered into an instalment plan or alternative payment arrangement with Us and are complying with that arrangement;

- d. if You have formally applied to a State or Territory Government assistance program and a decision on the application has not been made; or
- e. if the outstanding charge is not for the supply or sale of Energy.

**(ii)** We will also not disconnect You:

- a. if You or someone living with You depends on a life support machine or has an approved medical exemption; or
- b. unless You request otherwise, after 2pm (if You are a Domestic Customer) or after 3pm (if You are a Small Business Customer) on a Business Day, or anytime on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

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

**(i)** If We have disconnected Your Supply Address for any of the following, You will be reconnected once You have complied with the appropriate reconnection requirements:

- a. non-payment of a bill: within 10 Business Days of disconnection You pay the bill or agree to a payment arrangement, or You are eligible and apply for a State or Territory Government assistance program;
- b. Your meter not being accessible: within 10 Business Days of disconnection You provide access;
- c. You obtaining supply illegally: within 10 Business Days of disconnection that ceases and You pay for the supply or agree to a payment arrangement; or
- d. You refuse to provide acceptable identification or a Refundable Advance or Security Deposit within 10 Business Days of disconnection You provide it.

**(ii)** When You request Your supply to be reconnected, We will action Your request subject to the Energy Laws and You paying a reconnection fee. We will reconnect You on the day of Your request if You contact Us before 3pm on a Business Day (for South Australian residents, please refer to clause 29.3), or after 3pm but before 9pm on a Business Day if You pay an additional after hour's reconnection fee. Otherwise, We will reconnect You on the next Business Day after Your request.

---

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

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

---

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

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

- (i)** You must at all times make available to Us, Your Distributor and any other responsible person, who provides official identification, convenient, unhindered and safe access to metering and associated equipment on 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.

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

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

#### **14.3 Testing of metering equipment.**

- (i)** You may request Us, Your Distributor, or a responsible person test the metering equipment which has been installed to

measure and record the amount of Energy supplied to Your installation to ascertain whether the metering equipment is defective.

- (ii) This test will be carried out at Your cost unless the metering equipment is found to be defective. We will provide copies of the results of any testing of metering equipment to You upon request.

---

## **15. Bundle Discounts**

### **15.1 About Bundle Discounts**

- (i) As a Dodo Power & Gas customer, You may be able to add Bundle Discounts to Your electricity account with Us.
- (ii) Bundle Discounts are discounts applied to Your Dodo Power & Gas electricity bill when You choose another service from eligible Bundle Service Providers, including Dodo Australia Pty Ltd.
- (iii) The amount and details of Your Bundle Discounts agreed at the time of entering into this Energy Market Contract (if any) are specified in Our Market Contract Summary.

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

- (i) If this Energy Market Contract is an agreement Dodo Power & Gas for the supply of electricity to Your home and you are a Domestic Customer, you may apply to Us for Bundle Discounts. Business Customers are not eligible for Bundle Discounts.
- (ii) You will only receive Bundle Discounts where You have applied for them, and Your application is approved. You will not automatically receive Bundle Discounts until You apply, and they are approved by Us and the relevant Service Provider.
- (iii) Bundle Service Providers have the right to accept or reject any application for a Bundle Discount for any reason.
- (iv) You agree to allow Bundle Service Providers to undertake credit checks, and assess Your eligibility for individual Bundle Discounts.
- (v) In order to apply for a Bundle Discount, the additional services must be in the same name at the same address as Your Supply Address. Bundle Services are not available for any address which is not the same as the Supply Address.



- (vi) Termination of Your Energy Market Contract will result in the termination of Your Bundle Discounts. If You re-establish a Dodo Power & Gas service as described in clause 15.5, then you may not be able to establish the same Bundled Services or Bundle Discounts.

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

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

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

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

### **15.5 Moving Home**

- (i) You must contact Your individual Bundle Service Providers to arrange to move Your individual Bundle Services to a new address and comply with the terms and conditions contained within Your agreement with them.
- (ii) If You transfer Your electricity supply to a new address, You will

not be charged a Bundle Discount termination fee providing You enter into a new agreement with Dodo Power & Gas Us for similar services available at that address.

- (iii) If there are no similar services available at the new address, the Bundle Discount termination fee will be waived.
- (iv) New Bundle Discounts may have different discounts, inducements and terms and conditions to existing Bundle Discounts.

### **15.6 Application of Bundle “Usage” Discounts**

- (i) Bundle Discounts on electricity usage will be applied to Your electricity bill only after the application of any relevant concession or rebate You may be entitled to.
- (ii) If a concession or rebate is:
  - a. applied retroactively; or
  - b. removed retroactively,

to Your electricity account, then the amount of the Bundle Discount will be re-assessed and adjusted accordingly.

- (iii) Service charges, supply charges, Additional Retail Charges, Excluded Service Charges and any other charges are not subject to Bundle Discounts, unless notified by Us to You in writing.
- (iv) Bundle Discounts may be aggregated to one discount amount.

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

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

### **15.8 Refund of Bundle Discounts**

- (i) Bundle Discounts will be applied to Your electricity account, and any credit amount will be carried forward to Your next account. Where your account has been finalised, Bundle Discounts will be applied to any outstanding balance.

- (ii) Remaining credit amounts may be transferred to other Dodo Power & Gas electricity accounts you may have, or will be refunded to you in accordance with Your reasonable instruction.

### **15.9 What happens if Your Electricity bill is undercharged or overcharged?**

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

---

## **16. How We Communicate With You**

- (i) We will, where permitted by the relevant act or code, send notices, consent documents or other communication to You by e-mail or through Our Website.
- (ii) In order to receive these notices You must ensure that:
  - a. Your computer can receive Our e-mails;
  - b. Your computer can receive PDF files. PDF files can be opened with Adobe® Reader®. You can download this from [www.adobe.com](http://www.adobe.com) free of charge; and
  - c. You notify Us as soon as Your e-mail addresses changes.
- (iii) E-mail communications cannot be guaranteed to be timely, totally secure, error or virus-free and We do not accept liability arising out of any e-mail communications.
- (iv) If You provide Us with a Primary Email Address to provide You with notices under these Terms and Conditions, You agree that:
  - a. We may give You notices under these Terms and Conditions by sending an email to that address; and
  - b. It is Your responsibility to check Your email regularly and make sure that Your email facility is capable of receiving emails from Us.
- (v) The notice is deemed to have been delivered to You at the time that Our email message leaves Our computer system.
- (vi) If We cannot deliver the bill to Your e-mail address (for example, if We receive a message that Your e-mail inbox is full or Your e-mail address has changed), We may forward Your bill by mail

and any applicable fee will apply.

- (vii)** Except where a particular method of communication is specified in Your Energy Market Contract or Energy Laws:
  - a.** any communication between Us and You under Your Energy Market Contract may be in writing, by telephone or by electronic means such as e-mail to an agreed address; and
  - b.** any communication under Your Energy Market Contract required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.
- (viii)** We will redirect notices at Your request to another person, as long as that person provides Us with written consent.
- (ix)** It is Your responsibility to inform Us of any relevant change to Your contact details as soon as possible.
- (x)** Bills and 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, on receipt by Us of a message confirming delivery; 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. Enquiries and Complaints**

### **17.1 Making an enquiry or complaint.**

- (i)** If You have an enquiry or complaint, You should contact Us first on 13 BIRD (13 24 73) and We will use Our Best Endeavours to 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 or complaint, including a copy of any supporting information (such as a copy of Your Energy Market Contract).
- (iii)** You can contact Us in writing:
  - a.** by fax on 1300 374 319; or

- b.** by mail addressed to:  
Dodo Power & Gas, PO Box 6097,  
St Kilda Road Central,  
Melbourne VIC 8008

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

- (i)** Subject to clause 17.3, We will acknowledge receipt of Your enquiry or complaint, either by telephone or in writing, as soon as possible but in any event within 5 Business Days of receiving it from You. Where possible, We will also try to resolve Your enquiry or complaint within this timeframe.
- (ii)** If You make a telephone enquiry or complaint relating to disruption or interruption to, or the quality of, Your Energy supply, We will transfer You to Your Distributor, or provide You with Your Distributor's telephone number for faults and emergencies. We will also refer to Your Distributor:
  - a.** any request relating to connection or disconnection of Your Supply Address, within two hours of receiving the request from You (during business hours), or within such longer time as is reasonable having regard to the nature of Your request; and
  - b.** any matter relating to the provision of connection services, as soon as possible, or within such longer time as is reasonable having regard to the nature of Your request.
- (iii)** Your Distributor should respond to Your enquiry or commence work to remedy any issue as soon as possible.
- (iv)** At all times, We will try to resolve Your enquiry or complaint within 30 days of receiving it from You.

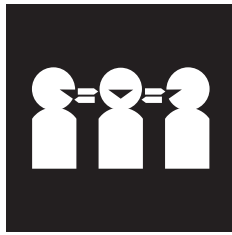
## **17.3 How will Your complaint be managed?**

- (i)** We will handle any complaint made by You in accordance with Our Complaint Management Policy, which is based on the Australian Standard on Complaints Handling (AS (S) 1002-2006), and is available on Our Website, or free of charge, on request.
- (ii)** If You are unhappy with the decision that We make in relation to Your complaint, You may raise the complaint to a higher level within Our business.
- (iii)** If, after raising the complaint to a higher level, You are still not satisfied with Our response, or We have not resolved Your complaint to Your satisfaction within 30 days of receipt,

You have the right to refer the complaint to the Energy Ombudsman in Your State or Territory. The contact details for Your Ombudsman are contained in Our Customer Charter and for Your State or Territory in Section(s) 27 to 31 of this Energy Market Contract.

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

## 18. Language Assistance



If you need an interpreter, please call the Translating and Interpreting Service (TIS National) on 131 450 and ask to be connected to Dodo on 1300 37 47 57 during normal business hours

### CHINESE

如果您需要传译员，请在正常营业时间内致电传译服务处：**131 450**，然后请求转接到**Dodo: 1300 37 47 57**。

### SPANISH

Si usted necesita un intérprete, por favor llame al Servicio de Interpretación y Traducción (TIS National) al **131 450** y pida que le conecten con **Dodo** al **1300 37 47 57** durante el horario comercial normal

### VIETNAMESE

Nếu Bạn cần một thông dịch viên, xin vui lòng gọi cho Dịch Vụ Thông Phiên Dịch (TIS Quốc) **131 450** và yêu cầu được kết nối với **Dodo** vào **1300 37 47 57** giờ trong thời gian kinh doanh bình thường

### GERMAN

Wenn Sie einen Dolmetscher benötigen, wenden Sie sich bitte an der Übersetzungs-und Dolmetscher-Service (TIS National) auf **131 450** an und fragen Sie nach **Dodo** auf **1300 37 47 57** während der normalen Geschäftszeiten.

### ITALIAN

Se avete bisogno di un interprete, si prega di chiamare il Servizio traduzioni e interpreti (TIS National) al numero **131 450** e chiedere di essere collegato a **Dodo** su **1300 37 47 57** durante il normale orario di lavoro

#### ARABIC

إذا كنت بحاجة الى مترجم من فضلك اتصل بخط الترجمة  
Dodo (TIS National) 131450 و اطلب توصيلك ب Dodo  
على 1300374757 خلال ساعات العمل الرسمية

#### GREEK

Αν χρειάζεστε διερμηνέα, μπορείτε να καλέσετε την Υπηρεσία  
Μετάφρασης και Διερμηνείας (TIS National) στο **131 450** και να ζητήσε  
τε συνδεσει με το **Dodo** στο **1300 37 47 57** όλες της εργάσιμες ώρες  
της ημερας

#### HEARING IMPAIRED

Speak & Listen (SSR) **1300 555 727**. National Relay Service -  
TTY users phone **133 677** then ask for **1300 37 47 57**

## 19. Our Customer Service Standards

### 19.1 Providing telephone contact

You can contact Us on 13 BIRD (13 2473) during a Business hours for all enquiries relating to Your bills, connection services (if provided) and other services arranged by Us.

### 19.2 Meeting appointment times

- (i) We will use Our Best Endeavours to meet any specific appointment with You within 30 minutes of the date and time agreed with You. If We are not going to meet this appointment time, We will use Our Best Endeavours to provide You with 24 hours notice and agree an alternative time.
- (ii) When making an appointment, We may negotiate a time frame in which We must keep that appointment (for example, We may agree to attend Your Supply Address between 8:00am and 11:00am).

## 20. Our Privacy Statement

We will comply with the Privacy Act 1988 (Cth) and the Energy Laws in collecting, using, or disclosing Your personal information. Details about Our commitment to privacy are set out in Our Privacy Statement available on our Website.

---

## 21. Our Liability

- (i)** The Commonwealth Trade Practices Act (1974) and the Victorian Fair Trading Act incorporate conditions, warranties and rights for the protection of consumers into contracts that cannot be excluded or limited. Unless one of these laws requires it, We give no condition, warranty, or undertaking, and We make no representation to You about the condition, suitability, or fitness of purpose of any good or service supplied to You under this Energy Market Contract, other than what is set out in this Energy Market Contract.
- (ii)** Any liability We have under these laws that cannot be excluded, but that can be limited is (at Our option) limited to:
  - a.** Providing equivalent goods or services provided under this Energy Market Contract to Your Supply Address; or
  - b.** Paying to You the cost of replacement of the goods and services provided under this Energy Market Contract to Your Supply Address, or acquiring equivalent goods or services.
- (iii)** Nothing in this Energy Market Contract varies or excludes in any way the operation of sections 119 and 120 of the National Electricity Law, section 232 or 233 of the Gas Industry Act, or section 33 of the Gas Safety Act 1997.
- (iv)** To the extent allowed by law, We are not liable for any loss or damage You may suffer (whether due to negligence or otherwise), because of any failure of the supply of electricity or gas, if there is a defect in the electricity or gas supplied, or if some characteristic of the gas or electricity supplied makes it unsuitable for some purpose.

---

## 22. Force Majeure

- (i)** If a Force Majeure Event results in either party being in breach of this Energy Market Contract, the obligations of the affected party will be suspended for the duration of the Force Majeure Event, except for any obligations to pay money.
- (ii)** The party affected by the Force Majeure Event must use its Best Endeavours to provide prompt notice and full details of the Force Majeure Event, including details of the likely duration of the Event, obligations impacted by the Force Majeure Event, and the extent of the impact on these obligations, and steps taken to minimise or overcome the impact of affected obligations. This obligation does not require either party to settle any industrial dispute.



- (iii)** If the Force Majeure Event is widespread, then Our requirement to provide prompt notice and information is satisfied by provision of a 24 hour telephone service as soon as practicable.

---

## **23. GST**

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

---

## **24. Interpretation**

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

- (i)** headings are for convenience only and do not affect the interpretation of this Energy Market Contract;
- (ii)** words importing the singular include the plural and vice versa;
- (iii)** a reference to a document or a provision of a document includes any variation or replacement of it;
- (iv)** law means common law, principles of equity and laws made by parliament (including regulations, orders and determinations), and consolidations, amendments, re-enactments or replacements of them;
- (v)** the words 'including', 'such as' or 'for example', are non-exhaustive and do not imply any limitation;
- (vi)** the word 'person' includes a company, partnership, trust, joint venture, association, corporation, body corporate, unincorporated association, authority or government agency, and that person's executors, administrators, successors, substitutes and permitted assigns;
- (vii)** a reference to a clause or schedule is a reference to a clause or schedule in this Energy Market Contract;

**(viii)** an event which is required under this Energy Market Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and

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

## **25. Meanings of Words.**

**“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 which must be calculated in accordance with the relevant Energy Law.

**“AEMO”** 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 in accordance with the National Gas and Electricity Laws and Rules.

**“Automatic Payment Plan”** means the payment plan described in clause 11.

**“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.

**“Best Endeavours”** means to act in good faith and do what is reasonably necessary in the circumstances.

**“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.

**“Bundle Discounts”** means those specific discounts or inducements applied to Your electricity accounts when You purchase a Bundle Service.

**“Bundle Service”** means a service provided by a nominated Bundle Service Provider that attracts a Bundle Discount.

**“Bundle Service Providers”** are specific companies or institutions that have agreed to provide services to Dodo Power & Gas Retail Customers.

**“Business Day”** means a day on which banks are open for general banking business in Victoria, other than a Saturday, Sunday or a public holiday.

**“Connection Point”** Means a physical link to a distribution system to allow the flow of energy.

**“Connection Service”** means the provision of a new service or connection point in accordance with Energy Laws.

**“Credit Amount”** has the meaning given in clause 10.1.2(iii).

**“De-energisation”** means the de-activating or closing of a connection in order to prevent the flow of energy from a distribution system to a supply address.

**“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 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.

**“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.

**“Dodo Power & Gas Customer Charter”** means the Dodo Power & Gas document summarising a customer’s rights, responsibilities, and obligations in relation to their energy contract.

**“Domestic Customer”** means a person using Energy for personal, household, or domestic use.

**“DPG”** means Dodo Power & Gas Pty Ltd (ACN 123 155 840); We/Us/Our have the same corresponding meaning.

**“Dual Fuel Contract”** means a Market Contract under which billing cycles are synchronised and a customer receives one bill for both electricity and gas.

**“Energisation”** means the activation or opening of a connection point in order to allow the flow of energy between a distribution system and the supply address.

**“Energy”** means electricity or gas or both, depending on which is the subject of the Energy Market Contract.

**“Energy Market Contract”** means a contract to provide energy at Market offer prices.

**“Energy Laws”** means any acts, regulations, by-laws, rules, orders, licences, guidelines, approvals or codes, including the relevant retail code, relating to the supply of Energy in Your state or territory as may be in force and as amended from time to time.

**“Excluded Service Charges”** Means charges for services provided by distributors (such as energisation, or field services) that are not provided as part of the maintenance and supply of energy to the supply address.

**“Financially Responsible Retailers “**

**(a)** In the case of electricity – the retailer identified as the Financially Responsible Market Participant (with the meaning of the NER) in relation to the supply point; or

**(b)** In the case of gas – the retailer who is responsible for settling the account in respect of supply point under the NGL retail market procedures

**“Force Majeure Event”** means an event outside the control of You or Us and as specified in clause 22 of this Energy Market Contract.

**“GST”** means a goods and service tax or similar tax.

**“Instalment Payment”** means a payment of an amount, agreed with Us to be made by You using an agreed payment method, at an agreed frequency.

**“Loss Factors”** means the product, expressed as a percentage, of the transmission loss factor (set by AEMO 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”** means the document that details the specific Rates, charges fees and other specific details of your Energy Market Contract.

**“Market Operator”** means AEMO.

**“Minimum Service Standards”** means the mandated service levels that must be provided to NSW customers, failure to meet the standards will result in a payment of a rebate.

**“Network Charges”** means the amounts charged by Your Distributor in connection with Energy used at Your Supply Address.

**“Primary Email Address”** is the electronic mail address You provide Us to be used as the source of electronic communication to You.

**“Pay on Time Discount”** means a discount that may apply if a bill payment is made in full by the payment due date.

**“Rate”** has the same meaning as Tariff in the Energy Laws, being the price for the supply or sale of Energy.

**“Refundable Advance”** means Security Deposit

**“Retail Code”** means the relevant retail codes administered by the relevant regulatory body for Victoria, as amended from time to time.

**“Retailer”** means a person licensed under the Energy Laws to retail Energy.

**“Re-energisation”** means energisation.

**“Retail Customer”** means:

- a) Domestic Customer;
- b) or Small Business Customer.

**“Security Deposit”** means an amount of money or other arrangement acceptable to Us as a security against a bill default.

**“Small Business Customer”** means a customer (other than a Domestic Customer) who consumes less than 40MWh of electricity and/or less than 1000GJ of gas per year as defined by the section 36 of the Electricity Industry Act 2000 and section 43 of the Gas Industry Act 2001.

**“Special Field Officer”** means Our representative or a representative of Your Distributor or Meter Data Provider.

**“Standing Contract”** means the Energy Market Contract that is created between Us and Retail Customers when that customer accepts our Standing Offer.

**“Standing Offer”** means an offer to supply and sell Energy made by a Retailer to a customer in accordance with the Energy Laws.

**“Supply Address”** means the address for which You purchase Energy from Us.

**“Terms and Conditions”** means the terms and conditions specified in this Energy Market Contract.

**“Website”** means the Dodo Power & Gas website at [www.dodo.com.au/powerandgas](http://www.dodo.com.au/powerandgas)

**“You”** means the party to this Energy Market Contract; Your has the same corresponding meaning.

## APPENDIX 1

### STATE OR TERRITORY SPECIFIC TERMS AND CONDITIONS

---

#### 26. Commonwealth Laws and Regulations

- (i) Trade Practices Act 1974 (Commonwealth);
  - (ii) Privacy Act 1988 (Commonwealth);
  - (iii) National Gas (South Australia) Act 2008
  - (iv) National Gas (South Australia) Regulations
  - (v) National Electricity (South Australia) Act 1996
  - (vi) National Electricity (South Australia) Regulations
- 

#### 27. Terms and Conditions Specific to Victoria

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

- (i) Electricity Industry Act 2000
- (ii) Gas Industry Act 2001
- (iii) Energy Retail Code
- (iv) Gas Industry Guideline No. 1 – Credit Assessment  
Public Version
- (v) Electricity Industry Guideline No. 4 – Credit Assessment  
Public Version
- (vi) Electricity Industry Guideline No. 13 – Greenhouse Gas  
Disclosure on electricity Customers Bills
- (vii) Electricity Industry Guideline No. 19 – Energy Price and  
Product Disclosure
- (viii) Code of Conduct for Marketing Retail Energy in Victoria
- (ix) Fair Trading Act 1999

##### 27.2 Who to contact for assistance

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

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

Department of Human Services (for energy concessions)

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

Essential Services Commission (energy industry regulator)

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

## 28. Terms and Conditions Specific to New South Wales

### 28.1 Relevant Laws and Energy related Regulations and Guidelines

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

### 28.2 Who to contact for assistance

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

**Ph:** 1800 246 545      **Website:** [www.ewon.com.au](http://www.ewon.com.au)

Department of Water and Energy (energy industry regulator)

**Ph:** 1300 136 888      **Website:** [www.dwe.nsw.gov.au](http://www.dwe.nsw.gov.au)

Independent Pricing and Regulatory Tribunal

**Ph:** 02 9290 8400      **Website:** [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au)

### 28.3 Service Standards

- (i) Unless prevented by events or conditions outside Our control, including declared emergencies, We will provide You with Minimum Service Standards. If We fail to meet these Minimum Service Standards, We will pay You a rebate, provided that You apply to Us for this rebate within three months of Our non-compliance. The Minimum Service Standards and the rebates payable by Us for Our failure to meet these standards are detailed in the table below.

Subject of the standard	Subject of the standard Service Standard Required	Rebate payable for failure to meet standard
Connection times	If Your Supply Address is physically connected to the electricity Distribution System and You request, and are entitled to, the supply of electricity, We will ensure that You are provided with electricity: <ul style="list-style-type: none"><li><b>a.</b> on the same day that Your request is made if Your request is made before 2:00pm;</li><li><b>b.</b> by the end of the next Business Day if Your request is made after 2:00pm, or</li><li><b>c.</b> otherwise, on a day that We agree with You.</li></ul>	For each day after the date electricity should have been supplied to Your Supply Address until it is supplied, You may apply for a rebate of \$60, to a maximum of \$300. (If electricity is not supplied to Your Supply Address within 5 days of the date it should have been supplied, You may restate Your request to Us and Your restated request will constitute a new request).

## 29. Terms and Conditions Specific to South Australia

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

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

### 29.2 Who to call for assistance

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

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

Department for Families and Communities (for energy concessions)

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

Essential Services Commission (energy industry regulator)

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

### 29.3 Reconnection timeframes

- (i) In accordance with the South Australian Energy Laws, We will action Your reconnection request subject to You paying a reconnection fee.
- (ii) We will reconnect You on the day of Your request if You contact Us before 3pm on a Business Day for gas or 4pm for electricity, or after 3pm but before 9pm on a Business Day if You pay an additional after hour's reconnection fee. Otherwise, We will reconnect You on the next Business Day after Your request.

### 29.4 Interruptions to Your gas supply

- (i) We will use Our Best Endeavours to provide a reliable supply of gas to You in accordance with the Energy Laws and:
  - a. give You at least 24 hours notice, or at least 4 Business Days notice in the case of planned maintenance work, of Our intention to interrupt or limit the gas supply to Your Supply



Address for maintenance or repair, the installation of a new supply to another customer, in an emergency, or for health and safety reasons;

- b.** in the case of unplanned interruptions, provide a 24 hour telephone service to enable You to ascertain details and the expected duration of Your interruption; and
- c.** at Your request, explain any unplanned maintenance or interruption to the supply of gas to Your Supply Address.

**(ii)** We will use Our Best Endeavours to ensure that Our actions do not interfere with the safe operation of the gas Distribution System and, at Your request; We will provide You with advice on:

- a.** any facilities required to protect gas equipment; and
- b.** Your use of gas supply so that it does not interfere with the Distribution System or with supply to any other gas installation.

**(iii)** We will give You at least 24 hours notice, or at least 4 Business Days notice in the case of planned maintenance work, of Our intention to enter Your Supply Address for the purposes of connecting or disconnecting supply, or inspection, repair or testing of the gas installation.

---

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

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

- (i)** Consumer Protection Code Electricity Customer Transfer Code
- (ii)** Guidelines Greenhouse Gas on Customer Accounts
- (iii)** Fair Trading Act 1992
- (iv)** Utilities Act 2000

### **30.2 Who to call for assistance**

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

**Ph:** 02 6207 7740

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

**Ph:** 13 3427      **Website:** [www.dhcs.act.gov.au](http://www.dhcs.act.gov.au)

Independent Competition and Regulatory Commission ACT  
(energy industry regulator)

**Ph:** 02 6205 0799

**Website:** [www.icrc.act.gov.au](http://www.icrc.act.gov.au)

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

You may end Your Energy Market Contracts without penalty within 6 months of the contract date if We have seriously breached specific obligations under section 30 of the Customer Protection Code relating to Our conduct when marketing Our offer to You. To exercise Your right of rescission under this clause You must provide Us with written notice in accordance with Clause 12.1. Exercising this clause does not affect any other rights You may have in law or in equity on relation to Your Energy Market Contract or Our marketing conduct.

## **31. Terms and Conditions Specific to Queensland**

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

- (i) Customer Transfer and Consent Code
- (ii) Electricity Retail Code
- (iii) Consumer Protection Provisions for Electricity and Gas
- (iv) Electricity Industry Code
- (v) Gas Industry Code
- (vi) Queensland Gas Market Rules
- (vii) Fair Trading Act 1989
- (viii) The Community Ambulance Cover Act 2003

### **31.2 Who to call for assistance**

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

**Ph:** 1800 662 837

**Website:** [www.eoq.com.au](http://www.eoq.com.au)

Department of Communities Concession Unit. (for energy concessions)

**Ph:** 1800 460 849

**Website:** [www.communities.qld.gov.au](http://www.communities.qld.gov.au)

Department of Mines and Energy (energy industry regulator)

**Ph:** 13 13 04

**Website:** [www.dme.qld.gov.au](http://www.dme.qld.gov.au)

### **31.3 Notification of vacating Supply Address**

- (i) For the purposes of clause 12, the notice period for an Energy Market Contract is dependent on who the small customer's

distribution entity is and the location or feeder type of the Supply Address to which the Energy Market Contract relates. The tables below sets out the relevant notice periods.

Premises in ENERGEX's distribution area:	
Premises description	Notice period
All premises other than excluded locations	5 Business Days
Premises in excluded locations	10 Business Days

Premises in Ergon Energy's distribution area:	
Premises description	Notice period
Premises supplied through CBD feeder / urban feeder / short rural feeder	5 Business Days
Premises supplied through long rural feeder / isolated feeder	10 Business Days

### 31.4 Ambulance Levy

- (i) If We supply electricity to a Supply Address located in Queensland, then You may be charged an additional Levy under the Community Ambulance Cover Act 2003. This Act imposes on Us the requirement to charge and collect from You a levy through the supply and sale of electricity to fund ambulances services in Queensland.
- (ii) There are a number of exemptions from this Levy available.
- (iii) We will provide further information on this Levy and available exemption on request from You.
- (iv) In accordance with the Community Ambulance Cover Act 2003, any payments made towards a bill will be first allocated to any unpaid Levy amount on the bill.

**Dodo Power & Gas Pty Ltd**

ABN 15 123 155 840

Level 14 600 St Kilda Rd  
Melbourne VIC 3004

