



Victoria Government Gazette

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Electricity Industry Act 2000

DODO POWER & GAS PTY LTD
ABN 15 123 155 840

Standing Offer Terms and Conditions for the Sale of Electricity in Victoria

These terms and conditions were approved by the Essential Services Commission on 25 June 2009 and are effective from 22 April 2010.

1. Who are the parties to this Energy Contract?

This Energy Contract is made between:

- Dodo Power & Gas Pty Ltd (referred to in this Energy Contract as We, Our and Us); and
- You, the Retail Customer to whom these Terms and Conditions are expressed to apply under clause 2 (referred to in this Energy Contract as You and Your).

2. When do these Terms and Conditions apply?

These Contract Terms and Conditions will apply to;

- a) a Domestic Customer who chooses to accept Our Standing Offer to purchase gas and/or electricity from Us for their Supply Address; and
- b) a Domestic Customer who is deemed under section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001** to have a contract with Dodo Power & Gas for the sale and supply of gas and/or electricity at their Supply Address; and
- c) a Small Business Customer who chooses to accept Our Standing Offer to purchase gas and/or electricity from Us for their Supply Address; and
- d) a Small Business Customer who is deemed under section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001** to have a contract with Dodo Power & Gas for the sale and supply of gas and/or electricity at their Supply Address.

3. About these Contract Terms and Conditions

- a) These Contract Terms and Conditions set out Your and Our rights, responsibilities and obligations.
- b) These Contract Terms and Conditions will be amended from time to time to reflect any relevant changes to the applicable laws and regulations.
- c) Amendments to these Contract Terms and Conditions will be published in accordance with the Energy Laws.
- d) If there are any inconsistencies between the Energy Laws and these Contract Terms and Conditions, these Contract Terms and Conditions will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.
- e) We will provide the first copy of Your contract documents to You on Your request, and make them available for inspection at Our offices during business hours free of charge.
- f) You can also download a free copy of these Contract Terms and Conditions from Our website, located at www.dodo.com.au/powerandgas

4. What Does Your Contract Encompass?

4.1 Your Contract consists of:

- a) These Terms and Conditions; and
- b) Our Published Standing/ Deemed Offer; and
- c) Our Dodo Power & Gas Customer Charter.

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4.2 What is covered by Your Contract?

Your Contract applies to the supply and sale of energy to You for 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 Contract conditions.

In return, You are required to pay the amount billed by Us under clause 9 and perform Your other obligations under Your Contract conditions.

4.3 What is not covered by Your Contract?

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.

Your contract with Your Distributor will automatically come into place by operation of law (unless other arrangements are negotiated between You and Your Distributor).

While We will obtain connection (if We provide connection services) 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 delivery of energy to Your Supply Address; and
- d) the quality, reliability and other characteristics of energy.

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:

- weather conditions;
- animals;
- vegetation;
- actions of third parties such as Distributors, Generators and Transmission Owners;
- existence of emergency or dangerous conditions including damage to the network;
- the design and technical limitations of the network; and
- the demand for energy at any point in time.

Accordingly, 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 accepting Our Standing Offer, You acknowledge the extent of Our responsibility, as a Retailer, for the quality and reliability of Your energy supply.

You should understand that unexpected fluctuations or interruptions may cause damage to Your equipment or cause it to malfunction. If You do suffer any loss or damage, You may be able to receive compensation from Your distributor. However, 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 Contract**5.1 When does Your Energy Contract and energy supply commence?**

A Standing Contract commences when You accept an offer from Us for the supply of electricity and/or gas at Your Supply Address and energy supply commences once:

- You are connected to the electricity or gas distribution system and We become financially responsible to pay the relevant wholesale market for energy used at Your Supply Address; or

- 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.

A Deemed Contract, and energy supply under that Deemed Contract, commences when You start taking a supply of gas and/or electricity from Us at Your Supply Address.

Please Note: There may be separate commencement dates for electricity and gas.

5.2 When does Your Energy Contract end?

Your Energy Contract does not have a specified term.

Your Standing Contract will end (whichever occurs first):

- a) when We or another Retailer enter into a different Energy Contract or Market Contract with You for the supply and sale of energy to You for Your Supply Address and any relevant cooling-off period ends and responsibility for payment for energy commences;
- b) when another customer enters into an Energy Contract or Market Contract with Us or another Retailer for the supply and sale of energy for Your Supply Address and any relevant cooling-off period ends and responsibility for payment for energy commences;
- c) 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 5.3; or
- d) You give Us the requisite 28 days notice that You want to stop purchasing energy from Us for Your Supply Address.

Your Deemed Contract, will end (whichever occurs first):

- a) when You enter into an Energy Contract with Us or another Retailer for Your Supply Address; or
- b) at the end of the period covered by the second bill issued by Us to You or when the contract otherwise ends in accordance with section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001**.

We may also terminate this Energy Contract if We have disconnected Your Supply Address in accordance with the Energy Laws and You are not eligible to have Your supply reconnected.

5.3 What happens if You vacate Your Supply Address?

You must give Us at least three business days notice of Your intention to vacate (or are no longer responsible for the energy used at) Your Supply Address, together with a forwarding address for Your final bill.

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.

If You vacate Your Supply Address without providing the required notice, or if You do not provide access to Your meter, You will be responsible for all energy used at Your Supply Address until (whichever occurs first):

- a) three business days after You give Us the required notice and provide access (unless evicted or forced to leave, in which case Your responsibility ends when You notify us);
- b) Your meter is read;
- c) We become aware that You have vacated Your Supply Address and the relevant meters have been read;

- d) someone else commences purchasing energy from Us or another Retailer for Your Supply Address; or
- e) Your Supply Address is disconnected.

If You have an Energy 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.

5.4 Does ending Your Contract affect Your or Our rights and obligations?

Ending Your Contract does not affect Your, or Our, ability to enforce any rights or obligations that have accrued under the Energy Contract before or on termination. For example, 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 15.

6. Connecting Your Supply Address

Dodo Power & Gas will re-energise a Supply Address under these Terms and Conditions where We are financially responsible for the electricity and/or the gas supplied to that address.

6.1 If You want Us to connect (energise) Your Supply Address, You must:

- a) apply (in person, by telephone, online or in writing) accepting Our Standing Offer;
- b) agree to pay any relevant connection fee or any other applicable Charges associated with Your request;
- c) provide acceptable identification and contact details; and
- d) if Your Supply Address is a rental property, provide contact details for the property owner or the owner's agent.

Once We have accepted Your application to connect energy to Your Supply Address, We will use Our Best Endeavours to contact Your Distributor no later than the next business day after Your application to arrange this connection.

If Your property is already energised when You take possession then You will be responsible for all energy used from that date regardless of the date You make an application for supply.

7. Consent to a Credit Check

When accepting a Standing Contract offer with Us, You will be asked to give Your explicit and informed consent for Us to conduct a credit check in accordance with the relevant Commonwealth, State and Energy Laws, Regulations and Guidelines.

8. Refundable Security Deposits or Advances

We may require You to provide a Refundable Advance or security deposit (deposit) if You are a Retail Customer and You:

- a) still owe money from a previous 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;
- d) have not provided Us with credit history information; or
- e) have an unsatisfactory credit rating and have not accepted an instalment plan when offered.

If You are a Small Business Customer, We may require You to provide a 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 deposit in accordance with the Energy Laws.

In making decisions about Your credit rating and in dealing with credit management issues generally, We will comply with the Energy Laws.

We will calculate the amount of Your deposit and pay interest in accordance with the Energy Laws.

We will repay to You, in accordance with Your reasonable instructions, the amount of the deposit and accrued interest within 10 Business Days of You:

- a) paying Your bills by their pay-by-date for the period proscribed within any applicable code or guideline; or
- b) ceasing to take supply at Your Supply Address.

If You do not provide Us with reasonable instructions, We will credit the amount of the deposit, together with any accrued interest, on Your next bill.

We will use Your 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 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 Tariffs and charges?

Our current Tariffs are published in Our Standing Offer and on Our Website. Our Standing Offer may list bundled Tariffs (comprising Network Charges, retail Charges and any other Charges relating to the supply or sale of energy), separate Tariffs, or different Tariffs for different periods (such as electricity peak and off-peak Tariffs).

Your Tariff will be selected from Our Standing Offer to conform with the applicable metering configuration, and Distributor Tariff for Your Supply Address.

Our Standing Offer may also list any Additional Retail Charges, such as fees payable on cancellation. Not all Additional Retail Charges will be listed in Our Standing Offer. We can impose Additional Retail Charges to cover the costs We incur when:

- a) 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;
- b) with Your consent, We provide You with a shorter Billing Cycle;
- c) if You are a Small Business Customer and, at Your request, We agree to provide You with an instalment plan;
- d) at Your request, We provide You with a copy of customer related codes (including a large print copy);
- e) 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
- f) any other reason and in accordance with the Energy Laws, We incur costs in the supply and sale of energy to You, if the additional retail charge is fair and reasonable having regard to the related costs incurred by Us.

You will also need to:

- a) 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 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).

9.2 Will Our Tariffs and Charges change?

We may vary Our Tariffs and Charges no more than once every six months, in accordance with these Contract Terms and Conditions or Our Standing Offer and in accordance with the Energy Laws. Unless Our Standing Offer states otherwise, We can:

- a) pass through to You:
 - i. changes to distribution costs, including disconnection, reconnection and call-out fees;
 - ii. increases in standing charges;
 - iii. increases in metering charges for the installation, maintenance or reading of Your meter, including fees for meter readings or meter testing;
 - 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 Tariffs to reflect any changes in the metering configuration for Your Supply Address;
- d) change Your gas Charges to reflect any changes in the amount of unaccounted for gas that impacts Us;
- e) change Your Charges 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; or
 - 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 to reflect a cost incurred by that party (for example, the pass through of additional costs incurred as a result of a change in law, taxes, subsidies, Market Operator fees, or transmission fees).

We may also vary Our Tariffs 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).

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.

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

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

9.3 How will Your bill be calculated?

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) any event which prevents Your meter data provider supply 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.

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.

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 when the meter is next read in accordance with clause 9.9. 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 fee).

To calculate Your bill, We will multiply the energy usage or estimated usage at Your Supply Address for the Billing Period by the applicable Tariffs (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).

Where Your Tariff 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 Tariff rate change) using:

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

Your bill will contain information relating to;

- Your Tariffs and charges;
- Your total energy usage or estimated usage;
- the period covered by the bill;
- whether the bill is based on a meter reading, metering data or is wholly estimated;
- a graph to help You understand Your energy usage and greenhouse gas emissions;
- Network Charges;
- the amount payable and the pay-by-date; and
- any other information required by the Energy Laws.

From the information on Your bill, You should easily be able to identify the Tariffs and Charges and other important information applicable to Your Standing Contract. However, if You request, We will provide You with additional information setting out the components of the Tariffs 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.

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 concessions and rebates

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.

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 and Federal Government authorities, including Centrelink and the Department of Veterans Affairs.

9.5 How will You receive Your bill?

We will issue a bill to the address or email address nominated by You or a person authorised to act on Your behalf.

Where We are billing You under section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001**, We will send Your bill to Your Supply Address unless You provide an alternative address.

9.6 How often will You receive a bill?

We will bill You for energy used at Your Supply Address at least every three months, in line with the meter reading schedule determined by the applicable distributor (gas customers will be billed on a two-monthly schedule). With Your consent, We may agree a shorter Billing Cycle with You. Your Billing Cycle will be detailed in Our Standing Offer.

9.7 Can You request a bill review or adjustment?

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. 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).

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

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 9.8

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 9.3, to take account of the actual meter reading. We will pass onto You any Charges incurred in actioning this request.

9.8 What happens if You have been undercharged or overcharged?

If We have undercharged You (including not charged You by failing to send You bills) and the undercharging results from a failure of Our billing systems, 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. Unless the undercharging is due to Your fraud or illegal use of energy, We will seek to recover no more than the amount undercharged in the nine months prior to that date. 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.

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.

If We have overcharged 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.

If interest is applied to any overcharged balance then no further interest shall accrue on any credit or balance owed to You.

9.9 Access to Your Premises

You must allow Us, Our representative, or the Distributor, safe, convenient and unhindered access to Your Supply Address and meter so that Your meter can be read, and for connection, disconnection and reconnection. You must inform Your Distributor or Us as soon as possible, of any change that may hinder access.

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.

We or Our representative will use Our Best Endeavours to read Your meters as often as required under the relevant Energy Laws.

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 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 but We may impose an additional retail charge for providing billing data to You in other circumstances.

10. Payments

10.1 How can You pay Your bill?

You can pay Your bills automatically by Direct Debit from a financial institution account or by credit card, or any other payment method specified in Our Standing Offer or on Your bill.

You may agree to an Automatic Payment Plan with Us, which will include details of the amount, preferred date and frequency of the automatic payment and how the arrangement can be cancelled.

We will provide You with a copy of the Automatic Payment Plan and conditions You agreed to.

You must pay Your bill in full by the due date stipulated on the bill, unless We offer You the option of paying the balance of Your bill by instalments

If You are a Domestic Customer You may request to pay This Energy Contract by agreeing with Us an Instalment Payment Plan. If You are a Small Business Customer, We are not obliged to offer You an Instalment Plan, although We will consider any reasonable request from You.

If We agree an Instalment Plan, the Instalment Plan may require You to:

- a) make payments in advance towards the next bill in Your Billing Cycle;
- b) any amount in arrears; or
- c) pay any amount in arrears and estimated future usage.

Any Instalment Plan We offer You will be in accordance with the Energy Laws.

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 When should You pay Your bill?

10.2.1 Payment Due Dates

Unless We specify a later date (because, for example, We have undercharged You or You have entered into a payment arrangement with Us), You must pay Your bill in full by the due date specified. 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).

At Your request, We will also accept payment from You in advance.

10.2.2 Settlement Payment

When We invoice You for Your usage, You will be required to pay any unpaid amount by the due date on the bill. If You have an Automatic Payment Plan with Us, We will deduct the notified amount from Your nominated payment method.

10.2.3 Instalment Payment Plans

Your Instalment amounts will be reviewed regularly, and We may propose to vary them based on Your actual usage and charges. We will provide 30 days notice (in writing) of any proposed changes to Your Instalment amount.

At any time You may also change Your instalment amount, schedule and frequency by agreement with Us.

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.

10.3 Allocation of payments

Where You pay for Charges for electricity and gas simultaneously, We will apply the payments received from You in proportion to the relative value of those charges unless directed otherwise by You.

Where We send You a single bill for energy and other goods and services, We will apply the payments received from You as directed by You. If You give Us no direction, We will apply the payment in satisfaction of the Charges for the supply and sale of energy before applying any portion of it to the Charges for any other goods and services).

10.4 Are You having trouble paying?

You must notify Us if You think that You cannot pay a bill by the pay-by-date, or if You are having trouble paying Your agreed instalment amounts.

If We 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 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).

10.5 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. Cancelling or Disconnecting Your Energy Supply**11.1 Cancelling 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.

You will be responsible for all Charges for energy used at Your Supply Address and allowed under these conditions or the Energy laws, until (whichever occurs first):

- a) three Business Days after We become aware of Your desire to have Your supply discontinued;
- b) Your supply is discontinued;
- c) Your supply is transferred to another Retailer; or
- d) We enter into a new contract for Your Supply Address.

11.2 When will We disconnect You?

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

- a) 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);
- b) 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 contract; or
- c) You refuse to provide acceptable identification (if You are a new customer) or security deposit;
- d) You have obtained energy illegally;
- e) You fail to pay Your energy bill by the pay-by-date (but only in accordance with clause 11.3);
- f) if allowed, when Your fixed term contract ends; or
- g) on other grounds as permitted by the Energy Laws.

11.3 Disconnecting Your supply for failure to pay a bill

We may only disconnect Your Supply Address for failure to pay a bill by the pay-by-date 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 You do not provide Us with a reasonable assurance that, You are willing to pay Our bills, or do provide a reasonable assurance 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 five business days of receiving the disconnection warning or do not make payments under such a new payment arrangement.

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

- i. specify the grounds for discontinuing or disconnecting Your supply;
- ii. indicate the discontinuation date if those grounds are not removed, being a date no earlier than 14 days after Our first written notice is sent;
- iii. advise You of Your rights under this clause 11.3; and
- iv. advise You of Your rights to have any complaint referred to Your Energy Ombudsman for resolution.

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.

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

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.

11.4 When can't We disconnect You?

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 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.

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 2 pm (if You are a Domestic Customer) or after 3 pm (if You are a Small Business Customer) on a weekday, or anytime on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

11.5 If You are disconnected, when can You be reconnected?

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 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 (security deposit): within 10 Business Days of disconnection You provide it.

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 3.00 pm on a business day or after 3.00 pm but before 9.00 pm on a business day if You pay an additional after hours' reconnection fee. Otherwise, We will reconnect You on the next business day after Your request.

12. 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.

13. Your and Our Rights and Responsibilities Regarding Metering

13.1 Access to meters

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 premises 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.

You must inform Us or Your Distributor as soon as practicable if there is any change affecting access to metering or associated equipment.

13.2 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 Contract. Therefore, We may require You to request that the owner fulfil those obligations on Your behalf.

13.3 Testing of metering equipment.

You may request that 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.

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.

14. How We Communicate With You

Except where a particular method of communication is specified in Your Energy Contract or any Regulatory Requirement:

- (a) any communication between Us and You under Your Energy Contract may be in writing, by telephone or by electronic means such as email to an agreed address; and
- (b) any communication under Your Energy Contract required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

We will redirect notices at Your request to another person, as long as that person provides Us with written consent.

It is Your responsibility to inform Us of any relevant change to Your contact details as soon as possible.

Bills and Notices will be deemed to be received:

- a) when delivered by post, two 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;
- d) when delivered by hand before 4.00 pm on a business day, at the point of delivery, or otherwise the next business day at the point of delivery.

15. Making an Enquiry or Complaint

If You have an enquiry or complaint, You should contact Us first on 1300 37 47 57 and We will use Our Best Endeavours to resolve Your issue to Your satisfaction.

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 contract).

You can contact Us in writing:

- a) electronically, by completing an online enquiry form at www.dodo.com.au/powerandgas;
- b) by fax on 1300 374 319; or
- c) by mail addressed to: Dodo Power & Gas, PO Box 6097, St Kilda Road Central, Victoria 8008.

15.1 When can You expect a response or resolution?

Subject to clause 15.2 We will acknowledge receipt of Your enquiry or complaint, either by telephone or in writing, as soon as possible but in any event within five Business Days of receiving it from You. Where possible, We will also try to resolve Your enquiry or complaint within this timeframe.

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.

Your Distributor should respond to Your enquiry or commence work to remedy any issue as soon as possible.

At all times, We will try to resolve Your enquiry or complaint within 30 days of receiving it from You.

15.2 How will Your complaint be managed?

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, and is available on Our website, or free of charge, on request.

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.

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 Victoria. The contact details for Your Ombudsman are contained in Our Customer Charter and in Section 23 of these Standing Terms and Conditions.

16. Our Customer Service Standards

16.1 Providing telephone contact

You can contact Us on 1300 37 47 57 during business hours for all enquiries relating to Your bills, connection services (if provided) and other services arranged by Us.

16.2 Meeting appointment times

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.

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 premises between 8.00 am and 11.00 am).

17. 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.

18. Our Liability

The Commonwealth **Trade Practices Act 1974** and the Victorian **Fair Trading Act 1999** 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 contract, other than what is set out in this contract.

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 contract to Your Supply Address; or
- (b) paying to You the cost of replacement of the goods and services provided under this contract to Your Supply Address, or acquiring equivalent goods or services.

Nothing in this contract varies or excludes in any way the operation of section 117 of the **Electricity Industry Act 2000**, section 120 of the National Electricity Law, section 232 or 233 of the **Gas Industry Act 2001**, or section 33 of the **Gas Safety Act 1997**.

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.

19. Force Majeure

If a Force Majeure Event results in either party being in breach of this 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.

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 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.

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.

20. GST

All Charges specified in this contract, or in Tariffs and price schedules that relate to products and services provided in this contract are inclusive of GST unless otherwise specified.

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.

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.

21. Interpretation

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

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

22. 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 Tariff applicable to You and which must be calculated in accordance with the relevant Energy Law.

'Best Endeavours' means to act in good faith and use all reasonable efforts, skill and resources.

'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 Standing Contract.

'Bill Smoothing Arrangement' means an arrangement where the amount payable under each bill sent to a customer is the same and is based on a Retailer's estimate of the amount of energy the customer will consume over a set period having regard to factors specified by the relevant Energy Law.

'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.

'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 Market Contract has not been entered into.

‘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.

‘Domestic Customer’ means a person using energy for personal, household or domestic use.

‘dual fuel contract’ means a Standing Contract under which billing cycles are synchronised and a customer receives one bill for both electricity and gas.

‘Energy’ means electricity or gas, depending on which is the subject of the Standing Contract;

‘Energy Contract’ means a Standing Contract or a Deemed Contract.

‘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 Victoria, as may be in force and as amended from time to time.

‘Force Majeure Event’ means an event outside the control of You or Us.

‘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 NEMMCO 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’ means an energy contract between a customer and a Retailer which is not a deemed (default) contract or a Standing Contract.

‘Market Operator’ means NEMMCO or VENCORP.

‘NEMMCO’ means the National Electricity Market Management Company Limited (ACN 072 010 327), the company that operates and administers the wholesale electricity market in accordance with the National Electricity Law and Rules, and includes any successor body such as the Australian Energy Market Operator.

‘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;

‘Refundable Advance’ means an amount of money or other arrangement acceptable to the Retailer as a security against a customer defaulting on a bill.

‘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.

‘Small Business Customer’ means a customer (other than a Domestic Customer) who consumes less than 40 MWh of electricity and/or less than 1000 GJ 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**.

‘Retail Customer’ means:

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

‘Special Field Officer’ means Our representative or a representative of Your Distributor or Meter Data Provider.

‘Standing Contract’ means the Energy 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;

‘Standing Contract’ means the Energy Contract that is created between Us and Retail Customers when that customer accepts our Standing Offer.

‘Supply Address’ means the address for which You purchase energy from us;

‘Tariff’ means the price for the supply or sale of energy.

‘VENCorp’ means the Victorian Energy Networks Corporation, the statutory organisation that operates the principal gas transmission network in Victoria and includes any successor organisation such as the Australian Energy Market Operator.

23. Who to contact for assistance

Dodo Power & Gas Customer Service

Ph: 1300 37 47 57

Website: www.dodo.com.au/powerandgas

Fax: 1300 374 319

Email: CustomerCare@dodo.com.au

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

Ph: 1800 500 509

Website: www.ewov.com.au

Department of Human Services (for energy concessions)

Ph: 1800 658 521

Website: www.dhs.vic.gov.au

Essential Services Commission (energy industry regulator)

Ph: 1300 664 969

Website: www.esc.vic.gov.au

Electricity Industry Act 2000**DODO POWER & GAS PTY LTD**

Residential Electricity Standing Offer rates effective from 22 April 2010

Pursuant to sections 35 and 39 of the **Electricity Industry Act 2000**, the following electricity rates for the deemed and standing offer residential customers of Dodo Power & Gas Pty Ltd, ABN 15 123 155 840, apply from 22 April 2010 until such time as the rates are further varied.

Excluding GST

Distribution Zone	Rate Plan	Daily Charge	All Day Rate	Peak Rate (7 am to 11 pm) Mon to Fri	Off-Peak & Controlled Load Rate
		¢ / day	¢ / kWh	¢ / kWh	¢ / kWh
Citipower	Residential GD*	49.95	17.72	n/a	n/a
	Residential GD & Controlled Load**	49.95	17.72	n/a	10.45
	Residential GH/GL^	49.95	n/a	22.02	10.45
Jemena	Residential GD*	59.95	19.20	n/a	n/a
	Residential GD & Controlled Load**	59.95	19.20	n/a	11.20
	Residential GH/GL^	59.95	n/a	24.64	11.20
SP AusNet	Residential GD*	49.95	18.65	n/a	n/a
	Residential GD & Controlled Load**	52.95	18.95	n/a	11.95
	Residential GH/GL^	52.95	n/a	20.95	12.95
Powercor	Residential GD*	58.30	19.93	n/a	n/a
	Residential GD & Controlled Load**	58.30	19.93	n/a	10.49
	Residential GH/GL^	59.30	n/a	23.95	10.49
United Energy	Residential GD*	49.95	18.95	n/a	n/a
	Residential GD & Controlled Load**	49.95	18.95	n/a	10.45
	Residential GH/GL^	52.70	n/a	24.05	10.45
Distribution Zone	Rate Plan	Daily Charge	All Summer (1 Nov to 31 Mar)	All Winter (1 Apr to 31 Oct)	Off-Peak & Controlled Load Rate
		¢ / day	¢ / kWh	¢ / kWh	¢ / kWh
Powercor	Climate Saver^^	n/a	19.95	12.95	n/a

		Including GST			
Distribution Zone	Rate Plan	Daily Charge	All Day Rate	Peak Rate (7am to 11 pm) Mon to Fri	Off-Peak & Controlled Load Rate
		¢ / day	¢ / kWh	¢ / kWh	¢ / kWh
Citipower	Residential GD*	54.945	19.492	n/a	n/a
	Residential GD & Controlled Load**	54.945	19.492	n/a	11.495
	Residential GH/GL^	54.945	n/a	24.222	11.495
Jemena	Residential GD*	65.945	21.120	n/a	n/a
	Residential GD & Controlled Load**	65.945	21.120	n/a	12.320
	Residential GH/GL^	65.945	n/a	27.104	12.320
SP AusNet	Residential GD*	54.945	20.515	n/a	n/a
	Residential GD & Controlled Load**	58.245	20.845	n/a	13.145
	Residential GH/GL^	58.245	n/a	23.045	14.245
Powercor	Residential GD*	64.130	21.923	n/a	n/a
	Residential GD & Controlled Load**	64.130	21.923	n/a	11.539
	Residential GH/GL^	65.230	n/a	26.345	11.539
United Energy	Residential GD*	54.945	20.845	n/a	n/a
	Residential GD & Controlled Load**	54.945	20.845	n/a	11.495
	Residential GH/GL^	57.970	n/a	26.455	11.495
Distribution Zone	Rate Plan	Daily Charge	All Summer (1 Nov to 31 Mar)	All Winter (1 Apr to 31 Oct)	Off-Peak & Controlled Load Rate
		¢ / day	¢ / kWh	¢ / kWh	¢ / kWh
Powercor	Climate Saver^^	n/a	21.945	14.245	n/a

* Applicable to residential single GD (General Domestic) rate meters. Any Off-Peak usage for customers on this rate will be charged at the Controlled Load rate.

** Applicable to residential single GD (General Domestic) rate meters and Controlled Load meters. Controlled Load meters supply electricity to water and/or storage space heaters for a controlled period generally between 10.00 pm and 7.00 am, using a time-switch associated with the dedicated circuit meter and includes J6/JT, Y6/YT, J, J8 and Y8 meter/rate configurations.

Only available to residential installations currently taking supply under these rates

^ Residential GH/GL Peak rates apply between 7.00 am and 11.00 pm Monday to Friday, and Off-Peak rates apply 11.00 pm and 7.00 am Monday to Friday, and all weekend.

^^ Climate saver is available with Residential GD and Residential GH/GL rates only with applicable Climate Saver meter configuration.

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