

1. Diamond Energy and Small Customer Charter

- 1.1 As your electricity retailer, we sell you electricity, and are the primary point of contact for your electricity needs. We are responsible for all the obligations required by regulation including pricing, transfer from your previous retailer, billing and connection to your local electricity Distributor (often referred to as Local Network Service Provider), metering and customer service. You have the right to choose to change your electricity retailer.
- 1.2 Our Small Customer Charter (“**Charter**”) provides you with a summary of the rights, entitlements and obligations of electricity retailers and small retail customers that apply in your state, relating to the sale of electricity to small retail customers.

2. Responding to Your Enquiries

- 2.1 We will answer your calls promptly during normal business hours and respond to written or email enquiries as soon as possible, usually within 2 business days.
- 2.2 We will always try to resolve your enquiry first time. If we cannot, we will contact you to let you know of progress made, or if we require more information.
- 2.3 If you are not satisfied with our response, we will escalate your concern in line with our dispute resolution policy and procedures.
- 2.4 If you are still not satisfied with our response, you have the option to contact your state based Energy and Water Ombudsman on the details listed below:

NSW: 1800 246 545 www.ewon.com.au
VIC: 1800 500 509 www.ewov.com.au
SA: 1800 665 565 www.ewosa.com.au
QLD: 1800 662 837 www.ewoq.com.au

3. Our Agreement with You For Sale of Electricity

- 3.1 You may have entered into a **Market Agreement** (Market Contract) with us, or you may have a **Non-Market Agreement** (Standing Agreement) with us (either because you have elected to do so or because that agreement has been deemed by the regulatory requirements in your state to be in place between us).
- 3.2 If you have entered into a Market, you may have accepted an offer from us to enter into a Market Agreement, in which case the terms, conditions, charges and period of your agreement will be set out in the agreement.
- 3.3 If you have Non-Market Agreement, the regulatory requirement in each state requires us to offer, or sell electricity under, various non-market agreements. These non-market agreements have different names under the regulatory requirements of each state:
- a) In New South Wales (**NSW**), electricity customers who have moved into a supply address in NSW for which we were the energy retailer immediately before you move in, and if you haven’t entered into an electricity agreement with us or another retailer, your consumption of electricity will be governed by a new occupant supply arrangement which the regulatory requirements deem to be in place between us until you enter into another form of agreement with us or another retailer.
- b) In Victoria (**VIC**), electricity customers can accept our standing offer for supply addresses in your area. You will be deemed to be taking electricity under a default agreement on the terms of our applicable standing offer if you take electricity at a supply address for which we are

the responsible electricity retailer without having entered into a different agreement with us or another retailer.

- c) In South Australia (**SA**), electricity customers can choose to be supplied under our standard terms and conditions for supply. If you are residing at a supply address for which we are the responsible retailer and you don’t have an agreement in place with us or another retailer, you will be deemed by the regulatory requirements to be supplied under these standard terms and conditions.
- d) In Queensland (**QLD**), electricity customers who reside at a supply address for which we are the responsible retailer and don’t have an agreement in place with us or another retailer are deemed by the regulatory requirement to be supplied under our supply agreement prescribed by the regulatory requirements in Queensland.

- 3.4 As per the Energy Retail Code applicable in your state, we are required to obtain your explicit informed consent before we can transfer you to us as our customer. We must make sure you understand that you are entering into an agreement with us.
- 3.5 You can enter into an agreement with us in writing, by electronic consent (by email and over the internet) or by verbal consent.
- 3.6 Please inform us as soon as possible of any relevant change to your contact details.

4. Cooling-off Period

- 4.1 When you enter a Market Agreement with us, your agreement will be subject to a 10 business day Cooling-off Period. The terms of your agreement will set out how you can exercise this right.
- 4.2 You can cancel your agreement by giving us written notice, by email or verbally during the Cooling-off Period.
- 4.3 If you terminate your agreement within the Cooling-off Period, no termination fees are payable.
- 4.4 A Non-Market Agreement does not include a Cooling-off Period.

5. Your Distributor

- 5.1 Your Distributor owns and manages and is responsible for the poles and wires which deliver the electricity to you. Some services you request from us are actioned by the Distributor {e.g. reading meters, new connections and changing / programming meters for solar (in some states)}. The time the Distributor has to complete these requests is determined by market rules.
- 5.2 Your Distributor is determined by where your property is located, with their name and contact details included on your bill.
- 5.3 We advise your Distributor if we are aware that a person residing at your supply address requires life support equipment or otherwise has a medical condition that requires continued electricity supply. We also advise your Distributor that your supply address is affected by a fault, if you provide that information to us.

6. Life Support Customers

- 6.1 If you are a life support customer you need to contact Diamond Energy to register your details which we will then notify your Distributor network about your circumstances.

7. Your Bill

- 7.1 In most cases we will send you a bill every three months, unless otherwise agreed by you and us.

7.2 When we cannot obtain a meter read, we will use an estimate based on information provided by your Distributor. If there is no clear and safe access to the meter, let us know so that we can look at alternative arrangements for your meter readings.

7.3 We will include the following information on your bill:

- a) Your name and account number, each relevant supply address and your mailing address;
- b) The assigned meter identifier;
- c) A graph/information showing consumption or estimated consumption for the relevant period and a comparison for the same period the previous year, where the information is available and required by the regulatory requirements;
- d) A graph of your greenhouse gas emissions at your premises (Vic, only);
- e) whether the bill is based on an actual meter read or an estimate;
- f) The total amount for you to pay;
- g) Any price changes applicable to you (If you are a NSW Customer and request us to do so, we will identify in the bill those components of the charges which are network services charges);
- h) The due date for payment;
- i) Any amount in arrears or credit and the amount of any refundable advance provided by you;
- j) A summary of payment options and methods;
- k) Details of the availability of concessions;
- l) Our telephone number for billing and payment enquires;
- m) A 24 hour contact telephone number for faults and emergencies;
- n) In relevant languages, details of interpreter services;
- o) If your bill is a reminder notice, contact details for our complaint handling process;
- p) For solar customers, we will also include any details of feed in credits for electricity exported to the grid; and

7.4 If your bill is higher or lower than expected, upon request we will review your bill. If we need to investigate further, we will do so as quickly as possible. If you are in Qld or SA, we are required to complete the review within 20 working days. During a review, you must pay that portion of the bill under review that you and we agree is not in dispute, or an amount equal to the average amount of your bill in the previous 12 months (whichever is lower).

7.5 In the unlikely event that you are overcharged we will let you know and make sure you are reimbursed. If we have undercharged you, subject to regulatory requirements, we may recover that amount from you with a reasonable payment plan that we agree with you

7.6 Upon request we will provide you with reasonable information on network charges, retail charges and any other charges relating to the sale of or supply of electricity comprised in the amount payable under your bill.

8. Access to the Supply Address

8.1 As well as providing access for meter readings, you are required to allow your Distributor to do repair work or connection, reconnection or disconnection.

8.2 Please ensure that locked gates, dogs or other obstructions do not prevent access to your meter. Failure to provide access may result in additional service fees.

9. Disconnection or Reconnection

9.1 If you would like us to disconnect the energy at your address, please contact us at least 3 working days before you require disconnection.

9.2 If you don't pay your bill by the due date and haven't made alternative arrangements with us, we may, as a last resort, disconnect your electricity. However we will contact you beforehand.

9.3 We may also disconnect your supply:

- a) if you don't allow us access to your meter or supply address (and we have made all required efforts to contact you);
- b) if you have sourced energy illegally;
- c) are in breach of your electricity agreement or any relevant regulations; or
- d) if you do not provide the acceptable identification required by your agreement.

9.4 If you are a residential or small business customer and you have been disconnected, we will lodge a request for reconnection of your energy supply within 24 hours of your request if you have fixed the problems leading to your disconnection and have paid (or made arrangements to pay) any outstanding amounts.

9.5 We will not disconnect your supply if:

- a) you have advised us that a person residing at the supply address is dependent on certain life support equipment (or in VIC is registered as a medical exemption supply address);
- b) you have made an application for payment under an installment or payment plan or for some government assistance, grants or concessions, and a decision on your application has not yet been made;
- c) for non-payment of a bill if the amount involved is less than a minimum amount specified in regulations in your state and you have agreed to repay the amount (VIC, QLD and SA);
- d) you have made a complaint directly related to the non-payment of the bill or disconnection to the Energy and Water Ombudsman in your state (or another external dispute resolution body) and the complaint remains unresolved or not yet determined;
- e) the only charge not paid relates to goods and services other than for the supply or sale of electricity (QLD, SA and VIC);
- f) it is after 3pm on a business day (or after 2pm for residential customers in VIC);
- g) on a Friday, a weekend, a public holiday or the day before a public holiday; and
- h) between 20 December and 31 December (inclusive) (QLD only).

9.6 Your Distributor may need to temporarily disconnect your electricity supply from time to time for maintenance, for safety reasons or in emergency situations. A contact number for faults and disruptions is included on your bill for reference in these circumstances.

10. New Electricity Connection

10.1 If you are not already connected to the distribution network we will work with your Distributor to determine the availability of supply and to organise a new connection to your supply address.

10.2 Please be aware that new connections can take some time and your earliest contact to us is required.

11. Moving Out of Your Premises

11.1 Let us know at least three business days before you move and we can arrange a final meter read and a bill for the property you are moving from, and ensure supply of electricity to your new property. If you are in a regional area, we may require a longer lead time so please contact us at least 10 days prior to your move if you are unsure of the time required.

11.2 When you switch to us at your existing property, we need an actual reading of the meter to establish your new account. If there is no clear and safe access to the meter, let us know so that we can look at alternative arrangements to obtain this meter reading.

12. Concessions and Rebates

12.1 If you are eligible for a concession or rebate (or wish to enquire whether you are eligible) please contact us and we will give you information about the availability of concessions, rebates or one off grants to assist you in payment of your bill.

13. Hardship Policy

13.1 We recognise that any customer may experience times of genuine financial hardship.

13.2 We understand that a customer experiences genuine financial hardship when that customer intends to pay, but is unable to, because of circumstances beyond their control. This can be due to a number of things, such as a large number of bills arriving at the same time, unemployment, serious illness or death in the family, disability, separation or family problems, or other personal reasons.

13.3 We believe that a customer in these circumstances should not be subject to the additional burden and stress of being threatened with disconnection and collection action.

13.4 We provide information on our Hardship Policy to all customers on request. In addition, we have internal assessment processes that enable us to identify customers in genuine financial hardship.

13.5 A customer who is experiencing genuine financial hardship will not have his or her electricity supply disconnected, and will not face recovery action, as long as the customer continues to make payments according to an agreed payment arrangement.

14. Cancelling Your Agreement

14.1 You should check your agreement with us and relevant details to see if it has a fixed term. If you are ending a fixed term agreement with us before the agreed date, an early termination fee may apply.

14.2 If you cancel your agreement with us you, please give us notice in writing.

15. Marketing Products and Services to You

15.1 From time to time we may forward you marketing information and updates on our products and services. If at any time you do not wish to continue receiving this information please contact us, otherwise we will continue to provide you with these offers.

16. Privacy and Confidentiality

16.1 We understand the importance you place on privacy. We respect and protect the privacy of our customers and all who we deal within our business privacy.

16.2 We will handle your personal information in accordance with the Privacy Act and the Privacy Policy. We will deal with you openly, honestly and fairly.

16.3 Upon your request, we will provide access to your personal or business information we hold. If we are advised that the information we hold is incorrect, we will correct that information. If we have no further need for your personal information, we will delete it.

17. Applicable Regulations

17.1 We are required to comply with a range of applicable laws, regulations, codes and Acts including:

- Consumer Affairs Act
- Australian Consumer Law
- Fair Trading Act
- Privacy Act
- Trade Practices Act
- Marketing Code of Conduct

17.2 We aim to ensure that we strictly comply with all applicable regulatory requirements:

- a) For customers in VIC – the Electricity Act 2000, Energy Retail Code and Electricity Industry Guideline No 13 on Greenhouse Gas Disclosure on Electricity Customers' Bills, issued by the Victorian Essential Services Commission.
- b) For customer in QLD – the Electricity ACT 1994, the Electricity Regulation 2006 and the Electricity Industry Code 2007.
- c) For customers in SA – the Electricity Act 1996, the Electricity (General) Regulations 1997 and the Energy Retail Code issued by the Essential Services Commission of South Australia.
- d) For customers in NSW – the Electricity Supply Act 1995 and the Electricity Supply (General) Regulations 2001.

17.3 This Charter, together with our Retail Electricity Supply Agreement and the relevant Terms and Conditions, summarises the terms and conditions on which we agree to sell you electricity and you agree to buy electricity from us.

17.4 If you are a NSW electricity customer, this Charter incorporates a statement of your rights in respect of bills and charges which we are required to give you under the regulatory requirements in NSW.

17.5 On request, we will supply you with a copy of the relevant code or regulations which apply in your state. We will also make the Charter readily available on our website and if you require any further information regarding our document, please contact us.

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