

Diamond Energy is a licensed electricity retailer and we sell and supply electricity to residential and small business customers in Vic, NSW, QLD and SA. Our Customer Charter applies to small retail customers, which are our residential and small business customers and provides a summary of their rights, entitlements and obligations.

1. Your Customer Retail Agreement with Us

1.1 Your customer retail agreement with us provides that we will sell electricity to you, and you will purchase electricity from us and accept the supply of electricity at your Supply Address, for the duration of the agreement. In the customer retail agreement, you also acknowledge you have chosen us as your electricity retailer and you give your explicit informed consent to your Supply Address being transferred to us.

2. Your right to a Cooling-off Period

2.1 When you enter into a customer retail 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.

2.2 You can cancel your agreement by giving us written notice, by email or verbally during the Cooling-off Period and if you do so, no termination fees that may be associated with your agreement will apply.

3. Your Electricity Distributor

3.1 Your electricity distributor owns and manages the poles and wires that deliver electricity to your supply address and is responsible for the physical supply of electricity.

3.2 We are unable to guarantee or make promises or assurances about the quality, reliability and security of supply of electricity to your supply address.

4. If You have Life Support Equipment

4.1 If you have life support equipment at your supply address you need to contact us to register your details as a life support customer. We will then notify your electricity distributor about your circumstances.

5. Your Bill

5.1 We will generally send you a bill every three months, unless otherwise agreed by you and us. When we cannot obtain a meter read, we may use an estimate of your electricity usage to create a bill based on the information provided to us by your electricity distributor.

5.2 For solar customers, your bill will also include any details of feed in credits for electricity exported to the grid.

6. Access to the Supply Address and Meter

6.1 You are required to let us know if there is no clear and safe access to the meter, so that we can look at alternative arrangements for your meter readings.

6.2 As well as providing access for meter readings, you are required to allow your electricity distributor and any meter service provider we nominate to do repair work or connection, reconnection or disconnection.

6.3 You will need to ensure that locked gates, dogs or other obstructions do not prevent access to your meter. Failure to provide access may result in additional charges or service fees to you.

7. Disconnection at your Supply Address

7.1 If you would like us to disconnect the electricity at your supply address, please contact us at least three business days before you require disconnection.

7.2 If you do not pay your bill by the due date and have not made alternative arrangements with us, we may, as a last resort,

disconnect your electricity. We will try best endeavors to contact you before disconnection for non-payment.

7.3 Your electricity distributor may need to temporarily disconnect your electricity supply from time to time for maintenance, safety reasons or in emergency situations. They will seek to notify you beforehand. A contact number for your electricity distributor for faults and disruptions is included on your bill for reference in these circumstances.

8. Moving Out of Your Supply Address

8.1 If you are moving out of your supply address, please contact us at least three business days before you move and we can arrange a final meter read and a bill for the supply address.

9. Moving In or switching to us at Supply Address

9.1 When you are moving in to a supply address we can arrange supply of electricity to be set up for your move in date. Please contact us at least three business days before your move in date to arrange. If you are in a regional area, we may require a longer lead time so please contact us at least 10 business days prior to you move in.

9.2 When you are switching to us at your existing supply address, 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.

10. Concessions and Rebates available for You

10.1 If you are eligible for a concession or rebate (or wish to enquire whether you are eligible) you can contact us and we will give you information about the availability of concessions and rebates. We can also provide you information about various government support grants that may be available to assist you paying your bill.

11. Our Hardship Policy for Residential Customers

11.1 We recognise and understand that any customer may experience times of genuine financial hardship. Financial hardship may apply when a customer intends to pay, but is unable to, because of circumstances beyond their control, such as receiving a large number of bills at the same time, unemployment, a serious illness or death in the family occurs, a disability arises, there are separation or family problems, or other personal reasons.

11.2 We believe that a residential customer that is experience genuine financial hardship should not be subject to the additional burden and stress of being threatened with disconnection and collection action. A customer experiencing genuine financial hardship will not have his or her electricity supply disconnected, and will not face recovery action, as long as they communicate with us and make payments according to an agreed payment arrangement.

11.3 In addition, we have internal processes that enable us to identify customers that are at risk with meeting their ongoing electricity bill obligations and show signs of financial hardship.

11.4 Information on our Hardship Policy is available on our website and can be provided upon request.

12. Our Complaints and Dispute Resolution Process

- 12.1 You can contact us on 1300 838 009 if you have a query, complaint or dispute concerning the sale or supply of electricity under your agreement. We will answer your calls promptly during normal business hours and respond to written or email enquiries as soon as possible (usually within two business days).
- 12.2 We will handle any complaint made by you in accordance with our standard complaints and dispute resolution procedures and the Australian Standard on Complaints Handling. These procedures can be found on our website and will be provided to you on request. We will inform you of our response to your complaint. If you are not satisfied with our response to your complaint, you have the right to refer the complaint or dispute to the Energy Ombudsman in your state. In Victoria, this is the Energy and Water Ombudsman of Victoria (EWOV), in NSW the Energy and Water Ombudsman of NSW (EWON), in QLD the Energy and Water Ombudsmen of Queensland (EWOQ) and in SA, the Energy Industry Ombudsman of South Australia (EIOSA).

13. Privacy of Your Information

- 13.1 We are committed to protecting your privacy in accordance with the Privacy Act and the Australian Privacy Principles. We take our privacy obligations very seriously. We may only disclose information about you in certain circumstances permitted by law. A copy of our Privacy Policy is available on our website and can be provided upon request.

14. Marketing Products and Services to You

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

15. The Applicable Laws we Comply With

- 15.1 We are required to comply with a range of applicable laws and regulations ("Energy Laws") including the Competition and Consumer Act 2010, the Australian Consumer Law, the Privacy Act, the Electricity Industry Act 2000 (in Victoria), the Energy Retail Code (in Victoria), the National Retail Energy Law and the National Energy Retail Rules applying to the marketing and sale of energy in the various jurisdictions.
- 15.2 Upon request, we can supply you with a copy of the relevant Energy Laws, as well as our Customer Charter.

Contact Details

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