

The following terms and conditions can be read in conjunction with the Diamond Energy Small Customer Terms and Conditions (Market Contract) and form part of the Agreement between Diamond Energy Pty Ltd (ABN 97 107 516 334) (“us” or “we” or “our”) and an eligible Customer (“you” or “your”).

**1. Eligibility Criteria - General**

- 1.1 Unless otherwise agreed to by us in writing, to be eligible for any of our Discount Offer(s) you must:
- (i) be a residential or small business Customer;
  - (ii) enter into an Agreement with us that specifically includes Discount Offer(s) (Direct Debit [suspended July 2022], Pay on Time, or otherwise) or where we have notified you that Discount Offer(s) applies as part of your Agreement;
  - (iii) comply with the terms of the Agreement included in clause 1.1(ii);
  - (iv) not be on an agreed installment plan to reduce an outstanding debt or not been granted a payment extension;
  - (v) remain a Diamond Energy Customer. Upon notification of your intention to transfer to another electricity retailer or move out of your Supply Address, all discount offers will be removed and will not be applied to the whole of final invoice period; and
  - (vi) comply with any other eligibility criteria for specific Discount Offer(s) as stated herein or otherwise in your Agreement as included in clause 1.1(ii).

**2. Eligibility Criteria – Direct Debit Discount**

[Currently not available - suspended from July 2022]

**3. Eligibility Criteria – Pay on Time Discount**

- 3.1 In addition to the Eligibility Criteria – General the following additional eligibility criteria apply in order to receive the Pay on Time Discount:
- (i) You must agree to email as the only ongoing method of receiving Invoices. The Pay on Time discount is not available where you choose to receive invoices by any other means (separately or in addition to email);
  - (ii) We must receive the total amount payable as stated on your Invoice via one of our approved payment methods on or before close of business on the Invoice Due Date.

**4. Application of Discount Offer(s)**

- 4.1 Where all applicable eligibility criteria are met for a given Invoicing period the relevant discount will be applied to the Invoice issued for that invoice period or the subsequent invoice at our discretion, and will be shown as a separate credit line.
- 4.2 The discount will be calculated by applying the applicable discount rate to only the Supply Charges (both daily supply and usage charges) in your Agreement.
- 4.3 Discount Offers do not specifically apply to:
- (i) Charges for any additional products we provide to you (Accredited Renewable Energy, GreenPower, etc)
  - (ii) Charges that your Distributor and/or third party imposes on us and/or the reasonable costs we incur as a result of arranging network, connection and/or metering services for you at your Supply Address;
  - (iii) Diamond Energy Service Fees and Charges;
  - (iv) any additional Charges that may relate to an Energy Generation Facility at the Supply Address;
  - (v) any additional Charges stated in your Agreement that are not Supply Charges and/or not specifically related to consumption of electricity supplies from us;
  - (vi) any credits;
  - (vii) any adjustments arising from previous Invoices; and
  - (viii) any outstanding amounts on an Invoice from any previous period.

**5. General**

- 5.1 We may vary any discounts, including modify, withdraw or discontinue, by notifying you in accordance with our Small Customer Terms and Conditions (Market Contract).

**Contact Details**

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Effective Date: July 2022