

CUSTOMER CHARTER

Small Customer Charter

Version 3.1

18 January 2017

1. Our commitment to you

The terms and conditions agreed between you and Tango Energy Pty Ltd (ABN 43 155 908 839) (hereafter we, us, our) which together with this Charter, Electricity Plan Details and the **Energy Price Fact Sheet**, form the Agreement for the sale and purchase of electricity.

This Customer Charter outlines what you, as a **small customer**, need to know about your rights, entitlements and obligations under your Contract with Tango Energy Pty Ltd.

This document set out our services and responsibilities as your energy retailer and your rights and obligations as our **small customer**.

Your Contract with us may be a Market Retail Contract whereby you accept an offer from us or a Standard Retail Contract (also known in Victoria as a Standing Offer Contract).

This Customer Charter can be subject to change without prior notice and will always be available on our website.

If there is any part of this Charter, or any other material we have provided to you, that you don't understand, please contact us on 1800 010 648 and our Customer Service Team will assist you.

Terms that appear in bold are defined at the end of this Customer Charter.

2. What's the difference between an energy retailer and a local distributor?

While we bill you for your electricity usage and remain your main point of contact for any of your electricity purchasing needs, your local distributor owns and maintains the poles and wires that supply energy to your **Supply Address**.

Some of the issues that you may have that relate to your electricity supply may be the responsibility of your local distributor to remedy.

You should note that we have no control over the quality of electricity supplied to your **Supply Address**. This may include faults, emergencies, fluctuations and spikes, which may or may not be within your local distributor's control.

We will communicate any request, complaint, notice or other connection enquiry to your local distributor within the time frames specified by the **relevant rules**.

While you have a choice of energy retailer, your local distributor will always remain the same. The name and contact details are outlined below and your local distributor's name and contact details are also on your bill.

Victoria	South Australia
Citipower – 13 12 80	SA Power Networks – 13 13 66
Powercor – 13 24 12	
SP Ausnet – 13 17 99	
Jemena – 131 626	
United Energy – 132 099	

3. What makes up my agreement with you for the sale of energy?

If you have a Market Agreement with us, you have given us your consent to supply electricity to your **Supply Address**.

Your Market Agreement Terms commences with us on the date that you accept our offer and is subject to any cooling off rights that you may have. In addition to the Contract, we will also provide you with an **Energy Price Fact Sheet** that summarise the key prices and other costs associated.

Our Standard Retail Contract (also known as a standing offer contract in Victoria) will generally only apply to you if you haven't accepted a market offer from us. This may occur where you have moved into a premise that is already supplied by us or your market contract came to an end and you did not enter into another market contract with us (or another retailer).

You will be deemed to be taking energy under a default contract on the terms of our applicable standing offer if you take energy at a supply address for which we are the responsible energy retailer without having entered into a different agreement with us or another retailer.

In Victoria, you can also request to go onto our Standing Offer Contract at any time.

4. Can this Agreement be varied?

Your Agreement with us may only be varied in accordance with the **relevant rules**, and by agreement between us.

We will provide you with reasonable notice of our intention to vary the Agreement. In Victoria, we will notify you no later than your next bill.

5. What sort of information do I need to give you?

If you request that we provide electricity to your **Supply Address**, we will need to obtain certain information from you. The information we will require will include **acceptable identification** and contact details.

We may also require information regarding your credit background.

6. Why do you need access to my premises?

Your local distributor requires safe and unhindered access to the meter(s) at your **Supply Address** to undertake repair work, connect or disconnect supply and to record meter usage.

Safe and easy access to your meter will also assist us to provide you with accurate bills based on actual meter readings.

Please contact us on 1800 010 648 to discuss any meter access issues that we need to be aware of.

7. What prices apply to me?

If you enter into Market Agreement Terms with us, the charges you are required to pay will be set out in your Electricity Plan. Our **Energy Price Fact Sheet** outlines the tariffs, fees and charges that apply under our Agreement.

We may also pass through to you from time to time any network or Government charges that we are permitted to do so under the **relevant rules**.

If you are on our Standard Retail Contract (or Standing Offer Contract in Victoria), in addition to the **Energy Price Fact Sheet**, you can find the relevant fees and charges on our website, www.energythatcould.com.au.

These prices may be varied from time to time as permitted under the regulatory requirements in your state.

8. How can I pay?

We offer a range of payment methods for your convenience, which are also listed on your bill.

Unless otherwise agreed, you can pay by:

- Credit Card
- Direct Debit
- BPAY
- By mail (cheque or money order only)
- Visiting an Australia Post outlet
- Post Bill Pay

We will also accept payment in advance.

If you wish to arrange a Direct debit, please contact us on 1800 010 648 or visit our website, www.energythatcould.com.au.

If you choose to pay your bill by credit card, you agree that we may pass on to you any merchant service fees that we incur as a result of processing your credit card payment.

9. Will I have to provide a security deposit?

You may be required to provide a security deposit (or refundable advance), depending on your credit worthiness and whether we are permitted under the **relevant rules** to request one.

If we do require a security deposit, we will act in accordance with the **relevant rules** including how we use or refund the security deposit.

10. When would I be placed on a shortened bill collection cycle?

For customers located in Victoria or South Australia, if we need to send you reminder notices for 3 consecutive bills, or 2 consecutive disconnection warnings we may place you on a shortened collection cycle.

If this occurs, we will no longer send you reminder notices until you pay 3 consecutive bills by the due date.

In any event we will notify you in writing that you will be placed on a shortened collection cycle.

11. How is my bill calculated?

We will bill you at the frequency stated in our Contract. If you are on our Standing Offer or Standard Retail Contract then at the very least, bills will be issued to you quarterly.

If any of the rates or charges vary during a billing period and metering data for a **Supply Address** is not available on the day of the price change, we will calculate your consumption before and after the variation on a proportionate basis.

Your bill will include information required by the **relevant rules** and regulations such as:

- Your name, account number, **Supply Address** and mailing address
- The unique national meter identifier (NMI) assigned to your **Supply Address**
- The period covered by the bill
- The relevant tariffs
- The total amount of electricity consumed in the period
- The total amount you need to be pay and the due date
- Contact details for billing and payment enquiries and complaints
- Contact details for 24 hour faults and emergencies reporting
- Information on consumption and greenhouse gas emissions
- Bill payment options

12. What is an estimated reading?

If we cannot obtain an actual meter read, due to property access issues, or any other issue identified by your local distributor or you have elected to go onto a monthly billing cycle, we can estimate the electricity that you consumed during this period.

If we receive estimated meter data from your local distributor, we will clearly display this on your bill.

Please contact us on 1800 010 648 if you would like to arrange access to your meter and we will contact your local distributor to make arrangements for an actual meter read.

13. Can I request that my bill is reviewed?

Please contact us if you wish to discuss your bill or request a review. We will inform you of the outcome of your review as soon as possible (in South Australia within 20 **business days**).

During any review, you are obliged to pay either the amount of your bill that you don't dispute or an amount equal to the average monthly bill for the past twelve months, as well as any undisputed future bills that are due. If the review demonstrates that the bill is correct you must pay the unpaid amount.

You can request a meter test. You may be charged if the meter test indicates that the meter is compliant with the relevant rules.

14. What if I've been overcharged?

When we become aware that we have overcharged you by:

- \$50 or less, we will credit the amount overcharged on your next bill;
- more than \$50, we will, within 10 **business days** after becoming aware that we have overcharged you, either credit the amount overcharged on your next bill or pay the amount overcharged to you in accordance with your reasonable instructions.

15. What if I've been undercharged?

If we undercharge you, we will recalculate and invoice you for the difference.

If you were undercharged as a result of an act or omission by us we can only recover the amount undercharged for the last 9 months, unless the undercharging was the result of an act or omission on your part.

We will provide you with additional time to pay the undercharged amount in accordance with the **relevant rules**.

16. What happens if I pay my bill late?

If you haven't paid your bill by the due date, we may send you a reminder notice or overdue notice that the bill is past the due date.

We may charge you a late payment fee where the **relevant rules** permit us to do so. We will not charge you a late payment fee in Victoria.

If you are having any difficulties in paying your bill, please contact us on 1800 010 648 as soon as possible so we can discuss alternative arrangements, which may include negotiated instalment plans.

17. What if I can't make a payment?

If you are having difficulties paying your bill please contact us on 1800 010 648 as soon as possible.

We can offer you a negotiated instalment payment plan that takes into account your financial situation and your capacity to pay.

If you are in financial hardship please contact us and we can assist you through our hardship program.

We may also be able to provide you with information regarding government concessions, grants and rebates, energy efficiency and the availability of financial counsellors and other assistance.

18. When would you disconnect my electricity?

The **relevant rules** allow us to disconnect your energy supply in certain circumstances, for example:

- If you don't provide us with **acceptable information**
- If you don't pay your bill by the due date and you haven't made alternative arrangements with us; or
- If you deny access to your meter for at least three consecutive billing cycles.

We will provide you with a reminder notice if you don't pay your bill by the due date. We will provide you with a disconnection warning notice prior to taking steps to disconnect your energy supply. Our preference is that you contact us to resolve any issues you may have rather than us proceeding to disconnect your energy supply.

Your energy supply may be disconnected without warning if you have tampered with the meter or you are using electricity in a manner that isn't permitted under the **relevant rules**.

In some cases, such as extreme weather events or for network reasons, your local distributor may also disconnect your power supply.

We will not disconnect your energy supply in the following circumstances:

- Where you have advised us that a person residing at the **Supply Address** is dependent on certain life support equipment and this has been confirmed by a registered medical practitioner;
- Where you have made an application for payment under an instalment plan or for certain types of Government assistance, grants or concessions and a decision on your application has not yet been made;
- Where you are on our hardship program;
- Where you have made a complaint to us, under our Standard Complaint Handling and Dispute Resolution Procedure and we are yet to resolve the matter;
- Where you have an outstanding complaint with the Ombudsman (or other external dispute resolution body) directly related to the non-payment of a bill or disconnection and the matter has not yet been determined;
- Where you have failed to pay a bill, which is less than the amount specified in the **relevant rules** in your State, and you have agreed to repay the amount;
- Where the only amount outstanding does not relate to the sale and supply of electricity;
- Before 8am or after 3pm on a **business day** (or after 2pm for residential customers in Victoria);
- On a Friday, a weekend, a public holiday or the day before a public holiday;
- On the days between 20 December and 31 December (both inclusive) or during any protected period as defined by the **relevant rules**.

19. If I am disconnected, when will my energy be reconnected?

You have the right to be reconnected after disconnection for non-payment if you remedy the failure within 10 **business days** of disconnection. Upon your request and payment of any applicable reconnection charge we will arrange for your electricity supply to be reconnected.

If you fail to remedy the failure within 10 **business days**, we will consider any further request for reconnection as a new connection and you agree that reconnection may not occur under the same contract terms.

In Victoria:

- If you request reconnection before 3pm on a **business day** we will arrange for reconnection on the day of the request.
- If you request reconnection after 3pm on a **business day** and provided the call is made before 9pm we will arrange the reconnection on the same day provided you agree to pay an after-hours reconnection fee. Otherwise the reconnections will take place the next **business day**.
- In Victoria, if you have a smart meter a shorter timeframe may apply.

In South Australia:

- If you request reconnection before 4pm on a **business day** we will arrange for reconnection on the day of the request.
- If you request reconnection after 4pm on a **business day** and provided the call is made before 9pm we will arrange the reconnection on the same day provided you agree to pay an after-hours reconnection fee.
- If you are a South Australian customer in a remote or rural area we will only be able to use our best endeavours to arrange same day reconnection.

20. What happens if I move out?

If you are moving out of your **Supply Address**, just contact us at least 3 **business days** before you move so we can arrange for a final read. You will still need to ensure access to the meter for the final read and provide us with a forwarding address for your final bill.

If you don't give us 3 **business days** prior notice (or such shorter period as permitted by the **relevant rules**) you may be responsible for the supply and sale of electricity until the earlier of:

- The end of three **business days** after we become aware of your request to have the electricity supply disconnected (Victoria)
- When a new customer has opened an account at the premises (with us or another energy retailer)
- When the electricity supply is disconnected
- If you are a Victorian customer and are evicted from the **Supply Address** – as soon as you give us notice.

21. What happens if I'm moving in?

If you are moving into a new **Supply Address**, just call us on a **business day** so we can arrange an initial read and reconnection of the energy supply. Please note that connections are not undertaken on a weekend or a public holiday.

If your new **Supply Address** is not already connected to the distribution network we will work with your local distributor to confirm the availability of supply and to organise a connection. Please note that new connections can take some time so we would ask that you contact us as soon as possible.

22. What if I want to cancel my Agreement?

If you would like to terminate your Agreement, we ask that you contact us as soon as possible.

You should check your Contract to see if a contract exit fee applies. The amount and the application of any fee will be outlined in your contract.

In some cases, where you are on our Standard Retail Contract, a deemed contract or in Victoria our standing offer contract you will be able to cancel your agreement immediately and without prior notice.

You are obliged to pay us all outstanding amounts.

23. What happens when a set term agreement ends or is about to end?

If you have a set term Contract with us we will contact you before that Contract expires to discuss your options. We will advise you of:

- The set term is due to expire and when the expiry will occur.
- The tariff, charges and terms and conditions that will apply to you after the expiry date if you do not exercise another option.
- Other options you have available to you regarding the continued supply of energy to your premises.

24. Can we end your Agreement?

Our rights to terminate our Agreement with you are outlined in the relevant rules. In general, we can't end our Agreement with you unless:

- Your **Supply Address** has been disconnected in accordance with the **relevant rules** and you are no longer entitled to reconnection under the same terms and conditions as your previous contract;
- You have entered into a new Agreement with us; or
- You have transferred to another retailer.

Where a **Retailer of Last Resort Event** occurs in relation to us, this Agreement will automatically terminate and you will not be liable for an early termination fee.

25. Do I have a cooling off period?

Your Agreement may be subject to a 10 **business day** cooling off period and your Contract will outline how you can exercise your rights to cool off.

To cancel your Agreement during the cooling off period, you must give us notice setting out your clear intention to do so either in person, by telephone, by post, by fax or by email for the jurisdiction that your **Supply Address** is located in.

26. Can this Contract be transferred?

In relation to market retail contracts, you cannot assign, transfer or novate the Contract without our consent.

We can assign, transfer or novate a Market Agreement Terms or transfer you as a customer to any of our related bodies corporate or as part of the transfer to the same third party of all or substantially all of one of our energy sales business segments.

Standard Retail Contracts (or standing offer contracts in Victoria) may only be assigned, transferred or novated in accordance with the *relevant rules*.

27. Life Support

Where you have provided us with written confirmation from a registered medical practitioner or a hospital that a person residing at your **Supply Address** requires life support equipment or otherwise has a medical condition that requires continued electricity supply, we will notify your local distributor.

28. Sensitive load

Occasionally and for reasons beyond our control, there will be interruptions to the energy supply at your **Supply Address**. If you have a sensitive load or any concerns regarding the supply of energy to your **Supply Address** please contact our Customer Service Team on 1800 010 648.

29. What if I have a complaint?

We encourage customers to resolve complaints directly with our Customer Service Team on 1800 010 648. Customers can also report problems, complaints and feedback related to Pacific Hydro Retail's products and services through our website, www.energythatcould.com.au or via email support@pacifichydro.com.au or by telephone or mail.

Independent dispute resolution for our electricity customers is also available through the relevant energy ombudsmen in each state.

For contact details and further information please refer to our Standard Complaints Handling and Dispute Resolution Procedures.

30. Is my privacy protected?

We respect your privacy and will handle your personal and confidential information in accordance with the Privacy Act 1988 (Cth) and with our Privacy Policy which is available on our website, www.energythatcould.com.au.

We collect your personal information and confidential information (including your meter data) where the **relevant rules** require us to do so, to ensure that we can provide your electricity. We may also be required to collect sensitive information about you, if for example, your premises needs to be registered as a sensitive load or life support site.

You give your consent to our exchanging your information with our agents and contractors (such as mail houses, data processing analysts and debt collection agencies) and where relevant your local distributor and other energy retailers.

You agree that we may also disclose your personal information to a credit reporting agency for the purposes of obtaining a credit report about you or allowing the credit reporting agency to create or maintain a credit information file containing information about you, or both.

We will not use information that you have provided to us in a manner inconsistent with the Privacy Act, the Australian Privacy Principles or any other **relevant rules** or guidelines.

31. Product and service offers.

We aim to offer you an innovative wide range of products and services while this Contract applies and after the Contract expires.

Pacific Hydro Retail Pty Ltd maintains a No Contact List in relation to the marketing, advertising and promotion of our retail energy offers. Customers on the list will not be contacted for marketing purposes.

If at any time you do not wish us to use your information to contact to you for this purpose, please call on 1800 010 648 or write to us at Pacific Hydro Retail, or email us at support@pacifichydro.com.au to opt out of receiving these offers.

32. Provision of Information

We will, on request, provide you with:

- A copy of the Contract and/or any document incorporated in it
- A copy of some of the **relevant rules**
- Reasonable information on the tariffs available to you
- Energy efficiency advice
- Information on network charges, retail charges and any other charges relating to the sale or supply of electricity comprised in the amount payable under your bill.
- Your historical invoicing data in accordance with the relevant rules
- Information regarding concessions, rebates or grants that may be available to a Residential customer
- Information about meter readings or registrations if required under the **relevant rules**

Generally we will provide this information free of charge. In some circumstances, and where permitted by the **relevant rules** we may charge you for providing this information.

HOW TO CONTACT US

Tango Energy Pty Ltd (ABN 43 155 908 839)

Customer Service	1800 010 648
8.30am – 5.30 pm Mon to Fri (AEST)	
Fax	03 8621 6112
Email	support@pacifichydro.com.au
Website	www.energythatcould.com.au

National Head Office

Level 11, 474 Flinders Street, Melbourne VIC 3000

Electricity Faults or Emergencies – 24 hours

Victoria

Citipower - 13 12 80
 Powercor - 13 24 12
 SP Ausnet – 13 17 99
 Jemena – 131 626
 United Energy – 132 099

South Australia

SA Power Networks – 13 13 66

Other Contacts

Victoria

Department of Human Services – Concessions –
1800 658 521
 Energy Safe Victoria –
(03) 9203 9700
 Energy and Water Ombudsman Victoria –
1800 500 509
 Essential Services Commission Victoria –
(03) 9032 1300
 Department of Human Services – Concessions –
1800 658 521
 Telephone interpreter service – 131 450

South Australia

Australian Energy Regulator – (03) 9290 1800
 Department of Communities and Social Inclusion –
(08) 8226 8800
 Energy and Water Ombudsman SA – 1800 665 565
 Essential Services Commission of South Australia –
1800 633 592
 TTY (for hearing impaired customers): 1300 303 889

Definitions

Acceptable information means for a business customer, company acceptable information including the Australian Company Number (ACN) or the Australian Business Number (ABN). For residential customers it includes a driver's licence issued by a State or Territory or another form of photographic identification, a Pensioner Concession Card or other entitlement card or a birth certificate.

Business days mean a day other than a Saturday or Sunday or a public holiday in the State in which your Supply Address is located.

Energy Price Fact Sheet has the meaning given to it in the **relevant rules**. In Victoria, the term is interchangeable with Price and Product Information Sheet (PPIS)

Retailer of Last Resort Event has the meaning given to it in the **relevant rules**.

Relevant rules means:

- For customers in Victoria – the *Electricity Industry Act 2000*, the Energy Retail Code issued by the Essential Services Commission
- For customers in South Australia and New South Wales, the National Energy Customer Framework comprising the National Energy Retail Law and the National Energy Retail Rules

Small customer has the meaning given in sections 2 and 5(2) of the National Energy Retail Law, the Electricity Industry Act 2000 (VIC) and includes residential and small business customers.

Supply Address means the address for which you have agreed to purchase electricity from Pacific Hydro Retail.