

NATIONAL ENERGY RETAIL LAW
SECTION 308
INFRINGEMENT NOTICE ISSUED TO
M2 ENERGY PTY LTD (ACN: 123 155 840)

TO: M2 Energy Pty Ltd (ACN: 123 155 840)
Level 10 452 Flinders St
MELBOURNE VIC 3000

Infringement Notice Nos.: INF-20250001, INF-20250002 and INF-20250003

1. The Australian Energy Regulator (AER):
 - a. believes on reasonable grounds that M2 Energy Pty Ltd (ACN: 123 155 840) (**Dodo**), which is a *retailer* within the meaning of the *National Energy Retail Law* (**Retail Law**), has breached rule 71(1) of the *National Energy Retail Rules* (**Retail Rules**), on three occasions, as described in Schedules 2, 3 and 4 (**the alleged breaches**); and
 - b. has decided to serve these three (3) Infringement Notices on Dodo under section 277 of the *National Gas Law* being the Schedule to the *National Gas (South Australia) Act 2008* (**National Gas Law**) as applied by section 308 of the Retail Law.
2. Rule 71(1) of the Retail Rules, as described in Schedule 1, is a civil penalty provision within the meaning of the Retail Law.
3. The infringement penalty is \$67,800 for each of the alleged breaches.

Note: if Dodo chooses to pay each of the three (3) infringement penalties, the combined infringement penalty amount is \$203,400.

**WHAT CAN DODO DO IN RESPONSE TO THE
INFRINGEMENT NOTICES?**

4. In respect of each of these three (3) Infringement Notices:
 - a. Dodo can choose whether or not to comply with the Infringement Notice. If Dodo chooses not to comply with the Infringement Notice, the AER may commence proceedings against it in relation to the alleged breach. Dodo is entitled to disregard the Infringement Notice and to defend any proceedings in respect of the alleged breach.
 - b. If Dodo chooses to comply with the Infringement Notice, it must pay the infringement penalty to the AER, on behalf of the Commonwealth, by **9 April 2025**, being not less than 28 days from the date of service of the Infringement Notice, beginning on the day after the day on which the Infringement Notice is served (**the compliance period**).

- c. To ensure payment is made in accordance with the Infringement Notice, payment must be received on or before the compliance period.
- d. If Dodo pays the infringement penalty within the compliance period, the AER will not institute proceedings in respect of the alleged breaches unless the Infringement Notice is withdrawn before the end of the compliance period in accordance with section 282 of the National Gas Law as applied by section 308 of the Retail Law.

HOW DOES DODO PAY AN INFRINGEMENT PENALTY?

5. Dodo may pay each of the three (3) infringement penalties totalling \$203,400 in three ways:

- a. by cheque made out to the “ACCC Official Administered Account”,* enclosing a copy of this Infringement Notice to:

Australian Energy Regulator
GPO Box 520
MELBOURNE VIC 3001

you should allow at least five business days for payment to be received

or

- b. by electronic funds transfer to the following account:*

Account name: ACCC Official Administered Account
BSB: 032-730
Account: 146550

Please ensure that you include the Infringement Notice No. INF-20250001, INF-20250002 and/or INF-20250003 for each infringement penalty being paid in the description field of your electronic funds transfer to identify payment.

you should allow at least two business days for payment to be received

or

- c. by credit card via the ACCC online payment system at www.accc.gov.au/payments.*

Please ensure that you include the Infringement Notice No. INF-20250001, INF-20250002 and/or INF-20250003 for each infringement penalty being paid in the description field of your electronic funds transfer to identify payment.

You should allow at least two business days for payment to be received.

- * The Australian Competition and Consumer Commission handles the receipt of infringement penalty payments for the AER on behalf of the Commonwealth of Australia. All payments received are paid into the Consolidated Revenue Fund.

6. Please allow sufficient time for your payment to be received within the compliance period.

7. Dodo will be issued with a Tax Invoice following payment of each infringement penalty.

DATE OF ISSUE: 5 March 2025

A handwritten signature in dark ink, appearing to be 'CS', enclosed within a thin rectangular border.

.....
Clare Savage
Chair
Australian Energy Regulator

SCHEDULE 1

RELEVANT RULES

1. During the relevant period of the alleged breaches, version 35 of the Retail Rules applied.

2. Rule 71(1) of the Retail Rules provides as follows:

A retailer must inform a hardship customer of the retailer of the existence of the retailer's customer hardship policy as soon as practicable after the customer is identified as a hardship customer.

3. Section 2 of the Retail Law provides the following:

customer hardship policy means a customer hardship policy approved under Division 6 of Part 2.

hardship customer means a residential customer of a retailer who is identified as a customer experiencing financial payment difficulties due to hardship in accordance with the retailer's customer hardship policy.

payment plan means a plan for —

(a) a hardship customer; or

(b) a residential customer who is not a hardship customer but who is experiencing payment difficulties,

to pay a retailer, by periodic instalments in accordance with the Rules, any amounts payable by the customer for the sale and supply of energy.

residential customer means a customer who purchases energy principally for personal, household or domestic use at premises.

retailer means a person who is the holder of a retailer authorisation.

4. Rule 71(1) of the Retail Rules, which is the subject of these Infringement Notices, is prescribed under the *National Energy Retail Regulations* (regulation 6(2), Schedule 1 Part 1) as being a tier 1 civil penalty provision within the meaning of the Retail Law.

SCHEDULE 2

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 71(1) OF THE NATIONAL ENERGY RETAIL RULES

1. Dodo is, and was at all relevant times a retailer within the meaning of the Retail Law.
2. Dodo's customer hardship policy was effective from 11 July 2019 up to and including the date of this Infringement Notice and applied to its residential energy customers residing in New South Wales, Queensland and South Australia (**Dodo's Customer Hardship Policy**).
3. Dodo's Customer Hardship Policy provides the following:

You might experience hardship because of factors like:

- *death in the family*
- *household illness*
- *family violence*
- *unemployment*
- *reduced income*

Relevant Conduct

4. From 19 July 2022, and at all relevant times, [REDACTED] (**Customer 1**) was a residential energy customer of Dodo in New South Wales.
5. On 14 November 2022, Customer 1 contacted Dodo via telephone and stated they were experiencing financial hardship and were impacted by domestic violence, thereby identifying themselves as a customer experiencing financial difficulties due to hardship in accordance with Dodo's Customer Hardship Policy.
6. Dodo did not inform Customer 1 of Dodo's Customer Hardship Policy:
 - a. during Customer 1's call with Dodo on 14 November 2022; or
 - b. as soon as practicable after this call.
7. By failing to inform Customer 1 of Dodo's Customer Hardship Policy as soon as practicable after Customer 1 identified themselves as a hardship customer, it is alleged Dodo breached rule 71(1) of the Retail Rules.

SCHEDULE 3

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 71(1) OF THE NATIONAL ENERGY RETAIL RULES

1. Dodo is, and was at all relevant times a retailer within the meaning of the Retail Law
2. Dodo's customer hardship policy was effective from 11 July 2019 up to and including the date of this Infringement Notice and applied to its residential energy customers residing in New South Wales, Queensland and South Australia (**Dodo's Customer Hardship Policy**).
3. Dodo's Customer Hardship Policy provides the following:

You might experience hardship because of factors like:

- *death in the family*
- *household illness*
- *family violence*
- *unemployment*
- *reduced income*

Relevant Conduct

4. From 4 March 2022, and at all relevant times, [REDACTED] (**Customer 2**) was a residential energy customer of Dodo in South Australia.
5. On 22 November 2022, Customer 2 contacted Dodo via telephone to set up a payment plan and stated they had no money and were unemployed, thereby identifying themselves as a customer experiencing financial difficulties due to hardship in accordance with Dodo's Customer Hardship Policy.
6. Dodo did not inform Customer 2 of Dodo's Customer Hardship Policy:
 - a. during Customer 2's call with Dodo on 22 November 2022; or
 - b. as soon as practicable after this call.
7. By failing to inform Customer 2 of Dodo's Customer Hardship Policy as soon as practicable after Customer 2 identified themselves as a hardship customer, it is alleged Dodo breached rule 71(1) of the Retail Rules.

SCHEDULE 4

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 71(1) OF THE NATIONAL ENERGY RETAIL RULES

1. Dodo is, and was at all relevant times a retailer within the meaning of the Retail Law
2. Dodo's customer hardship policy was effective from 11 July 2019 up to and including the date of this Infringement Notice and applied to its residential energy customers residing in New South Wales, Queensland and South Australia (**Dodo's Customer Hardship Policy**).
3. Dodo's Customer Hardship Policy provides the following:

You might experience hardship because of factors like:

- *death in the family*
- *household illness*
- *family violence*
- *unemployment*
- *reduced income*

Relevant Conduct

4. From 23 June 2022, and at all relevant times, [REDACTED] (**Customer 3**) was a residential energy customer of Dodo in New South Wales.
5. On 14 November 2022, Customer 3 contacted Dodo via telephone to set up a payment plan and stated they had recently lost their job and about \$25,000 a year in salary, thereby identifying themselves as a customer experiencing financial difficulties due to hardship in accordance with Dodo's Customer Hardship Policy.
6. Dodo did not inform Customer 3 of Dodo's Customer Hardship Policy:
 - a. during Customer 3's call with Dodo on 14 November 2022; or
 - b. as soon as practicable after this call.
7. By failing to inform Customer 3 of Dodo's Customer Hardship Policy as soon as practicable after Customer 3 identified themselves as a hardship customer, it is alleged Dodo breached rule 71(1) of the Retail Rules.