



# Agreement

for the sale of Electricity

## IMPORTANT NOTE

The process of transferring electricity through the Distribution System to the Customer's Premises is called "Delivery of Electricity" in this Agreement. The Customer's Distributor operates and controls the Distribution System and undertakes this process. As the retailer, AGL can arrange with the Distributor for Delivery of Electricity to the Customer's Premises. AGL cannot however, as a retailer, physically control the quality or frequency of the electricity delivered to the Customer's Premises or the continuity of Delivery of Electricity to the Customer's Premises.

**THIS AGREEMENT** is between the **CUSTOMER** set out in Item 1 of Schedule 1 and **AGL Sales Pty Limited** (ABN 88 090 538 337) of Level 22, 120 Spencer Street, Melbourne VIC 3000 ("**AGL**").

### 1. THIS AGREEMENT

- (a) This Agreement sets out all of the terms of the agreement between AGL and the Customer (and supersedes any previous contract, agreement or understanding between AGL and the Customer) for the sale of electricity to the Customer's Premises.
- (b) Each party acknowledges that it must comply with all provisions of Energy Law that impose obligations on it.
- (c) The special conditions (if any) set out in Schedule 3 will form part of this Agreement and will prevail over any other provision of this Agreement to the extent of any inconsistency.
- (d) If a person signs this Agreement for or on behalf of a party, the person warrants that they are authorised to sign for or on behalf of the party.
- (e) If this Agreement replaces an earlier electricity retail sale agreement between the parties, then this Agreement applies from the Commencement Date (even if the earlier agreement would otherwise have continued). However, AGL may still recover any amount owing (or that becomes owing) by the Customer under the earlier agreement in accordance with its terms in respect of the period before the Commencement Date.
- ii. the previous full calendar year immediately preceding the Commencement Date.
- (e) If either of the warranties in clause 2.1(d) is not correct in relation to any Premises, AGL has no obligation (without limiting any right it may have) to sell electricity or provide any other services to the Customer in relation to that Premises, and may upon Notice to the Customer remove that Premises from this Agreement (in which case, that Premises will be deemed to have been removed from Item 1 of Schedule 2) from the date set out in the Notice, or if no Premises would remain under Agreement upon such removal, terminate the Agreement.
- (f) If all or any part of the Premises is located in the Australian Capital Territory, AGL and the Customer agree that the terms and conditions for the sale and/or supply of electricity to the Customer at that Premises are the terms and conditions set out in this Agreement and not the terms and conditions specified in Part 2 of the Consumer Protection Code (being an industry code under Part 4 of the *Utilities Act 2000* (ACT)).
- (g) The Customer consents to AGL completing the transfer of the premises to AGL, if AGL is not already the Customer's Retailer in respect of those same premises. The Customer acknowledges that any such transfer to AGL may involve changes to the Metering Equipment and/or the Metering Installation, the disclosure of information relating to the supply of electricity for that premises effected by the transfer, and consents to AGL being provided with any consumption history or data as required.

### 2. SALE OBLIGATIONS

#### 2.1. Sale and Purchase of Electricity

- (a) AGL will sell to the Customer, and the Customer will purchase from AGL, all electricity which the Customer requires for its Premises from the Commencement Date in accordance with the terms of this Agreement. The Customer must not purchase electricity for the Premises from a third party during the Term without the prior written consent of AGL.
- (b) The parties will use reasonable endeavours to ensure AGL becomes financially responsible for the Premises under Energy Law for the purposes of this Agreement. The Customer acknowledges that because of the delays in the process of transferring and registering the Customer with the System Operator (which AGL cannot control) there may be delays in AGL becoming financially responsible for the Premises under Energy Law. AGL has no liability to the Customer for any such delays, and a delay does not affect this Agreement.
- (c) The Customer acknowledges that if AGL remains financially responsible for one or more of the Customer's Premises under the National Electricity Rules, it will be deemed to have sold electricity to the Customer during the period that it remains financially responsible.
- (d) Unless specified otherwise in this Agreement, the Customer warrants that the consumption of electricity from the Premises will be more than the large-market threshold in MWh as regulated by Energy Law ("**Large-Market Threshold**") during each rolling 12 month period throughout the Term. Except for New Premises, the Customer also warrants that the consumption of electricity at the Premises has been more than the Large-Market Threshold during:
  - i. the 12 month period immediately preceding the Commencement Date; and

#### 2.2. Electricity Consumption and Consumption Forecast

- (a) The Customer must give AGL at least 30 days Notice if it becomes aware that the aggregate annual electricity consumption at all Premises (based on the average monthly electricity consumption at each Premises) is to change from the Estimated Total Annual Consumption by more than 20% up or down.
- (b) The Customer must not, except as required by law, enter into any arrangements for the curtailment or artificial or automatic management of the rate of consumption of electricity at the Premises without AGL's prior written consent. Such consent may not be unreasonably withheld or delayed, but may be given subject to reasonable terms.
- (c) Upon request, the Customer shall provide to AGL an annual electricity consumption forecast for each Premises.
- (d) If there is a material change to the volume or pattern of electricity consumption during the Term of the Agreement, AGL may, in its sole discretion, recover any costs or reduction in benefit incurred or likely to be incurred by AGL, or a Related Body Corporate of AGL, as a result of that change.

#### 2.3. Delivery of Electricity

AGL will arrange with the Distributor for the Delivery of Electricity to each Premises unless the Customer tells AGL that it already has a separate agreement with the Distributor for the Delivery of Electricity to that Premises.

**2.4. Obligations are Conditional**

Despite clause 2.1, AGL's obligations under this Agreement will not commence in relation to a Premises until appropriate Metering Equipment has been installed, the Customer is registered as an AGL customer for that Premises under Energy Law and the Customer has satisfied any other pre-conditions notified to the Customer by AGL or the Distributor.

**2.5. Sale of Electricity after Expiry Date**

If on the Expiry Date for a Premises:

- (a) the Customer has not entered into a new agreement with AGL for the purchase of electricity for that Premises which commences on the day immediately after the Expiry Date; and
- (b) the Customer has not transferred financial responsibility for electricity supplied to that Premises to another electricity retailer by the Expiry Date for that Premises,

then after the Expiry Date AGL will continue to sell to the Customer and the Customer will continue to purchase from AGL all electricity which the Customer requires for that Premises in accordance with the terms of this Agreement, except that the Energy Charge Rates will be determined in accordance with clause 3.5. AGL will continue selling electricity to the Customer under this clause 2.5 until the earlier of the date:

- (c) any new agreement entered into between the Customer and AGL for the purchase of electricity in relation to that Premises commences;
- (d) AGL is notified in accordance with the National Electricity Rules that the transfer of that Premises to another Retailer is complete;
- (e) AGL terminates this Agreement in accordance with clause 9, or by giving the Customer not less than 15 Business Days Notice (if this day falls on a different day by State, the latest day will prevail) of termination; or
- (f) the Customer terminates this Agreement by giving AGL not less than 40 Business Days Notice (if this day falls on a different day by State, the latest day will prevail) of termination, and the termination takes effect at the end of a calendar month.

**3. CHARGES**

**3.1. Energy Charges**

The Customer agrees to pay AGL the Energy Charges for the electricity AGL sells to the Customer at each Premises calculated in accordance with the Energy Charge Rates for each Premises (as those Energy Charge Rates are reviewed annually in accordance with the CPI Escalation Formula, unless noted otherwise in Schedule 1).

**3.2. Basis of Energy Charge Rates**

The Energy Charge Rates are determined on the basis of the Customer's commitment to purchase from AGL all electricity which the Customer requires for each Premises during the period from the Commencement Date to the Expiry Date.

**3.3. Other Charges**

- (a) The Customer also agrees to pay to AGL all Network Charges, Market Charges, Metering Charges, Retail Service Fees, Services Charges, Emissions and Renewable Energy Charges and Energy Loss Charges applicable to each Premises for the quantity of electricity AGL sells to the Customer at each Premises.
- (b) Without limiting the application of any other charges under this Agreement, the Approved Energy Loss Factors will be applied against the Energy Charge Rates and the Emissions and Renewable Energy Charges rates for the purpose of calculating the Energy Loss Charges.
- (c) The Customer understands and agrees that AGL is entitled to take action under this Agreement and in its own name to recover any Network Charges owing by the Customer from time to time.

**3.4. Variation of Charges**

If, as a result of the occurrence of an Increased Costs Event after the date of AGL's initial offer to the Customer, AGL determines that there is, or reasonably estimates that there will be, any increase in the direct or indirect cost to AGL, or a Related Body Corporate of AGL, of purchasing or selling or agreeing to sell the Customer electricity, then the Customer must pay AGL such additional amounts as AGL certifies are necessary to compensate AGL or a Related Body Corporate of AGL for that increase, which may include a reasonable estimate by AGL of any such cost likely or reduction in benefit to be incurred by AGL, or a Related Body Corporate of AGL, in the future.

**3.5. Energy Charge Rates following Expiry Date**

If AGL continues to sell the Customer electricity for Premises after the Expiry Date in accordance with clause 2.5, the Customer agrees that the Energy Charge Rates for that electricity will be:

- (a) set out in a Notice to the Customer from time to time, for the period specified in that Notice (if any); or
- (b) equal to the Default Rates, if the Customer does not receive a Notice under clause 3.5(a) or if the period for which the rates set out in a Notice under clause 3.5(a) are applicable ends.

**3.6. GST**

- (a) Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ("**Payment**") shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- (b) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- (c) All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the supply.
- (d) Where in relation to this Agreement a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- (e) Terms defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause 3.6.

**4. BILLING AND PAYMENT**

**4.1. Bills**

- (a) The quantity of electricity sold and billed to the Customer under this Agreement will be determined from readings of the Metering Installation at the Premises.
- (b) AGL will send a bill to the Customer at the end of each Billing Period for the charges payable by the Customer under this Agreement. The bill may include:
  - i. unbilled charges incurred in respect of a previous Billing Period; and
  - ii. adjustments in relation to any charges which were billed or should have been billed in respect of a previous Billing Period.

- (c) A bill is duly rendered if left at, mailed to or otherwise sent to the address set out in Item 4 of Schedule 2 (as amended by Notice from the Customer to AGL).

**4.2. Payment of Bills**

- (a) Subject to clause 4.2(c), the Customer must pay all bills by the Due Date (free of set-off and without deduction) using any of the methods set out in Item 5 of Schedule 1.
- (b) AGL may also require the Customer to pay any costs incurred by AGL in recovering any amounts the Customer owes to AGL (including any amount in dispute that is subsequently required to be paid by the Customer), or due to the Customer's default under this Agreement.
- (c) Subject to clause 4.2(f), if the Customer reasonably believes any part of a bill is incorrect then the Customer may withhold that part of the bill that is in dispute provided that the Customer gives Notice to AGL before the Due Date detailing the reasons why the Customer reasonably believes that part of the bill is incorrect and requesting that AGL review the accuracy of the disputed portion of the bill. The Customer must pay AGL the part of the bill that is not in dispute by the Due Date. AGL will review the disputed portion of the bill within 30 days of the Customer's written request to do so.
- (d) If an undisputed bill is not paid in full by the Due Date, or if the part of a bill that is not in dispute is not paid by the Due Date, AGL may charge interest on the unpaid amount from the Due Date at the Interest Rate and compounded monthly.
- (e) For bills that have been disputed wholly or in part and where the final determination is that an amount is required to be paid by the Customer in respect of the disputed bill, the Customer must pay that amount within 10 Business Days from notice of the resolution of the dispute. AGL may charge interest on that amount from the initial Due Date at the Interest Rate and compounded monthly.
- (f) Despite clause 4.2(c), the Customer must pay all Network Charges (and applicable GST) in full by the Due Date.

**4.3. Credit Support**

- (a) The Customer must, upon signing this Agreement, provide to AGL the credit support identified in Item 7 of Schedule 1 (if any).
- (b) AGL may by Notice request the Customer to provide AGL with credit support to secure the due and punctual performance of the Customer's obligations under this Agreement if:
  - i. the Customer fails to pay on the Due Date, the outstanding amount of any 3 bills or 2 consecutive bills ; or
  - ii. AGL, acting reasonably, considers that the Customer's creditworthiness has materially changed since the date of this Agreement.
- (c) If AGL gives notice under clause 4.3(b), the Customer must provide the credit support in the amount requested within seven days after AGL's request and it must be in the form of an irrevocable and unconditional undertaking given to AGL by an Australian bank or another security acceptable to AGL (which may include a guarantee from a creditworthy person or returnable deposit) and otherwise on terms and conditions acceptable to AGL.
- (d) AGL may use the credit support to pay off any amounts the Customer owes to AGL under this Agreement.
- (e) AGL may retain any unused portion of any credit support held by it until the Customer ceases to purchase electricity from AGL. AGL must then return any unused portion of the credit support to the Customer within one month.
- (f) Where AGL uses the credit support to pay off any amounts the Customer owes to AGL under this

Agreement, AGL may require the Customer to reinstate the credit support to the level of the original amount requested pursuant to sub-clause 4.3(c) above.

- (g) The Customer must give Notice to AGL of any change in control of one-half of the shares in, or voting rights attaching to shares in, the Customer and of any event or circumstance that affects the creditworthiness of the Customer.
- (h) AGL may, from time to time, request reasonable information from the Customer to assist AGL in its assessment of the Customer's creditworthiness. Upon request, the Customer must provide the information requested. AGL has the right to terminate the agreement if acting reasonably it believes that there are any concerns relating to the creditworthiness of the Customer.
- (i) If under clause 10.10 of this Agreement, the Customer assigns, novates or otherwise transfers this Agreement to another party, AGL reserves the right to request credit support from that party and clause 4.3 of this Agreement will apply to that party.

**5. METERING, METERING EQUIPMENT AND DATA**

**5.1. Recordings**

- (a) The data recorded by the Metering Equipment at each Premises and provided to AGL under Energy Law will be prima facie evidence of the amount of electricity which AGL has sold to the Customer and the basis for calculation of the Energy Charges for that Premises.
- (b) Where safe access to the Metering Equipment is denied, the Metering Equipment makes incorrect readings, or metering data is not available, for any reason, the quantity of electricity consumed at the Premises will (subject to any relevant Energy Law) be reasonably estimated by AGL based on available information and (if relevant) prior billing history.

**5.2. Access**

- (a) The Customer must provide safe and unhindered access to the Metering Equipment for AGL's officers, employees and agents and all persons entitled to access under Energy Law.
- (b) The Customer must keep AGL informed of all safety hazards at each Premises that could pose a risk to the health or safety of any person.

**5.3. Metering**

- (a) AGL must at the Customer's cost, take reasonable steps to arrange for the installation (unless already installed), testing and maintenance of the Metering Equipment and/or Metering Installation.
- (b) AGL will appoint a Metering Provider in AGL's discretion.
- (c) AGL reserves the right to change the Metering Provider in AGL's discretion.
- (d) If the Customer becomes aware that any part of their Metering Equipment and/or Metering Installation is defective, the Customer must notify AGL promptly of the defect. AGL will pass through to the Customer any costs it incurs from the Metering Provider or Distributor associated with rectifying any defective Metering Equipment and/or Metering Installation.
- (e) The Customer must not order or permit its Metering Provider or any other third party to effect any change or addition to the Customer's Metering Equipment and/or Metering Installation.

**6. DELIVERY OF ELECTRICITY, QUALITY & QUANTITY**

- (a) The Customer agrees that, as its Retailer under this Agreement:



- i. AGL does not operate or physically control the Distribution System that provides Delivery of Electricity to the Customer's Premises;
  - ii. AGL cannot control the quality or the frequency of the electricity delivered to the Customer's Premises, or the continuity of the Delivery of Electricity;
  - iii. AGL is not responsible for the acts or omissions of any third party (including where applicable the Distributor);
  - iv. AGL does not give any express or implied warranty to the Customer about the adequacy, safety or other characteristics of the Customer's own electrical installation or equipment; and
  - v. subject to clause 8.1, AGL cannot and does not make any representation to the Customer concerning the quality or the frequency of the electricity sold to the Customer, interruptions to the Delivery of Electricity, or the occurrence of any power surges or dips.
- (b) The Customer must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the Customer which may result from poor quality or reliability of electricity supply. This includes an obligation to install and maintain any necessary and appropriate equipment to protect all electrical equipment at the Premises against power surges from lightning and other causes, partial reduction of electrical voltages resulting in a reduction of loads and any other material disruption to the quality of electricity.

## 7. DISCONNECTION AND RECONNECTION

### 7.1. Disconnection

AGL may arrange for the disconnection of any Premises:

- (a) if the Customer breaches any of its material obligations or an obligation that may impact a third party under this Agreement and fails to remedy the breach within 14 days of receipt of a request from AGL to do so;
- (b) if an Insolvency Event has occurred in respect of the Customer;
- (c) if AGL reasonably considers that the Customer is failing to comply with its obligations under any Energy Law, AGL notifies the Customer that it must comply with that obligation, and AGL reasonably considers that the Customer has failed to comply with that obligation within the time set out in that Notice;
- (d) if AGL reasonably believes that the Customer has stolen electricity or has interfered with the Metering Equipment for a Premises;
- (e) if AGL removes a Premises from this Agreement in the circumstances set out under clause 2.1(e); or
- (f) upon termination of this Agreement for any reason.

### 7.2. Reconnection

If the Distributor disconnects a Premises under clause 7.1 and the Customer requests reconnection:

- (a) AGL may direct the Distributor to reconnect that Premises on such terms as AGL sees fit; and
- (b) prior to reconnection, AGL may require the Customer to pay the disconnection fee and/or reconnection fee set by the Distributor, and to provide any credit support in accordance with clause 4.3.

### 7.3. Vacation or Sale of Premises

The Customer must provide AGL with at least 40 Business Days Notice (if this day falls on a different day by State, the latest day will prevail) if the Customer intends to:

- (a) vacate a Premises and move its business to another site, in which case AGL may vary this Agreement by amending Schedule 2, via a letter of variation, to refer to the Customer's new site from the date AGL is registered as the Customer's Retailer at the new site;

- (b) vacate a Premises without moving to a new site, in which case AGL may elect that this Agreement will cease to apply in relation to that Premises on the vacating date and the requirements of clause 9.2 will apply;
- (c) sell or otherwise part with possession of Premises owned by the Customer in which case the provisions of clause 9.2 will apply unless AGL has first agreed to transfer, assign or novate this Agreement to the new owner or occupier of that Premises; or
- (d) cease to operate its business from Premises, in which case the provisions of clause 9.2 will apply.

## 8. LIABILITY

### 8.1. Consumer Rights and Guarantees

- (a) The *Competition and Consumer Act 2010* (Cth) and other laws provide that certain conditions, consumer guarantees and rights apply to contracts with consumers (as defined in that legislation) that cannot be excluded or limited.
- (b) So far as the law allows, AGL gives no condition, warranty or undertaking, and AGL makes no representation to the Customer concerning the condition or suitability of the electricity AGL sells to the Customer or any other good or service provided under this Agreement, or its quality, fitness or safety.
- (c) So far as the law allows, any liability AGL has to the Customer for breach of a condition, guarantee, right or representation applying to this Agreement that cannot be excluded but can be limited, will (at AGL's option) be limited to:
  - i. providing to the Customer equivalent goods or services to those goods or services to which that breach relates; or
  - ii. paying the Customer the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

### 8.2. Limitation of Liability

- (a) So far as the law allows and subject to clause 8.2(b), the liability of a party (Party X) to the other party (Party Y) arising out of or in connection with this Agreement (other than any liability under clauses 3, 4 or 9.2) is limited to loss, damages, costs, charges and expenses directly sustained or incurred by Party Y as a result of:
  - i. personal injury to Party Y or its employees or agents; or
  - ii. damage to the property of Party Y or its employees or agents;
    - caused by Party X's breach of this Agreement or negligent act or omission, up to a maximum of \$1 million per event.
- (b) So far as the law allows, neither party will be liable to the other in contract, in tort, in equity, by operation of statute or otherwise for any kind of Consequential Loss suffered or incurred by the other party, or any other person and arising out of or in connection with this Agreement (other than any liability under clauses 3, 4 or 9.2).

### 8.3. No Liability for Delivery of Electricity

The Customer agrees that, subject to clause 8.1, AGL is not liable for any loss, damages, costs, charges, expenses or interest suffered by the Customer because of any variation or deficiency in the quality or frequency of electricity sold to the Customer (including without limitation any power surges or power dips) or any interruptions to the Delivery of Electricity howsoever caused.

### 8.4. Force Majeure

The failure by either party to observe or perform wholly or in part any obligation (other than an obligation to pay money) under this Agreement is deemed not to be a breach of this

Agreement if the failure was caused by or arose as a consequence of Force Majeure.

**8.5. Other Rights**

This clause 8 will apply in addition to, and will not vary or exclude the operation of, any exclusion from or limitation on liability either party may be entitled to claim the benefit of under any Energy Law.

**9. TERMINATION**

**9.1. Right to Terminate**

- (a) Either party may terminate this Agreement by Notice:
  - i. if an Insolvency Event occurs in respect of the other party;
  - ii. if the other party breaches any of its material obligations under this Agreement and the breach is not remedied within 14 days of receipt of a Notice to remedy that breach; or
  - iii. if the other party breaches any of its material obligations under this Agreement which cannot be remedied.
- (b) AGL may terminate this Agreement in the circumstances set out under clause 2.1(e).

**9.2. Consequences of Termination**

In order to commit to selling the Customer electricity at the Energy Charge Rates until the Expiry Date, AGL enters into Third Party Contracts to effectively reduce the volatility of the wholesale price of the electricity AGL sells to the Customer.

If, prior to the Expiry Date:

- (a) the Customer sells, ceases, moves or otherwise transfers the business conducted by the Customer at a Premises or sells or otherwise vacates a Premises and AGL ceases to be or at that time does not become the retailer to that Premises on the terms of this Agreement for the balance of the period up to the Expiry Date; or
- (b) this Agreement is terminated by AGL as a result of the Customer's breach, an Insolvency Event, or under clause 2.1(e),

then the Customer must compensate AGL for any loss, damage, cost, reduction in benefit, charge or expense suffered by AGL as a result of the Customer's breach and/or arising from AGL's continuing obligations under any relevant Third Party Contract, without prejudice to any other action or claim AGL may have under this Agreement. AGL may also charge the Customer a fee for terminating the Agreement prior to the Expiry Date.

AGL will endeavour to minimise any such loss damage, cost, charge or expense.

**9.3. Meter Reading on Termination**

The Metering Equipment for each Premises will be read on the Termination Date and a final bill sent for all outstanding charges (which bill will be payable in the normal manner).

**10. GENERAL PROVISIONS**

**10.1. Use of Information**

- (a) The Customer consents to AGL seeking and using information concerning the Customer, its Premises, the Customer's electricity consumption, metering, billing and payment data and history (and any related or similar information) for the purposes of this Agreement, any relevant Third Party Contract, any Energy Law or for any other lawful purpose AGL reasonably considers necessary.
- (b) Unless prevented by law, AGL or its Related Bodies Corporate can use this information to offer to sell the Customer other products and services. The Customer may notify AGL at any time if it does not wish AGL to use this information in this manner.

**10.2. Confidentiality of Agreement**

- (a) Both parties must ensure that the terms of this Agreement and all commercially sensitive information exchanged between the parties remain confidential.
- (b) Either party may disclose such information:
  - i. with the prior written consent of the other party (including that given under clause 10.1(a));
  - ii. if permitted or required by any law or stock exchange rules; or
  - iii. on a confidential basis to its officers, employees and advisers (or those of a Related Body Corporate) for any purpose which is connected with this Agreement.
- (c) In no circumstances may the Customer disclose the terms of this Agreement to any person offering, or capable of offering, to sell electricity to the Customer.

**10.3. Dispute Resolution**

- (a) If a dispute arises in relation to this Agreement, the party seeking to escalate the dispute must give Notice to the other party detailing the full reasons for the dispute and requiring that the parties undertake dispute resolution pursuant to this clause 10.3 ("**Dispute Notice**").
- (b) Following the provision of a Dispute Notice, each party agrees to negotiate in good faith with the other for not less than 30 Business Days (if this day falls on a different day by State, the latest day will prevail) from the date of the Dispute Notice to try to resolve it amicably. After the 30 Business Days expire, senior representatives of each party must first meet and, within a further 5 Business Days (if this day falls on a different day by State, the latest day will prevail), determine the process for resolving the matter through means other than litigation, such as further negotiations, mediation or conciliation, and also determine the procedure and timetable for any exchange of documents, for the conduct of the selected proceedings and for selection and remuneration of any mediator or conciliator ("**Dispute Resolution Process**").
- (c) If the dispute is not resolved within 35 Business Days (if this day falls on a different day by State, the latest day will prevail) from the date of the Dispute Notice, or a Dispute Resolution Process is not determined within the time agreed between the parties specified in clause 10.3(b), or if the Dispute Resolution Process does not resolve the dispute in accordance with the timetable determined under clause 10.3(b), then either party may, by giving Notice to the other party, terminate any Dispute Resolution Process and may only then commence litigation proceedings.
- (d) Neither party may commence legal proceedings concerning a matter in dispute (other than for the purpose of seeking urgent injunctive or declaratory relief) unless the parties have attempted to resolve the dispute in accordance with this clause 10.3.
- (e) Each party must continue to perform its obligations under this Agreement despite the existence of the dispute.

**10.4. Notices**

- (a) A notice to AGL must be in writing and sent to the relevant address or fax number set out in Item 6 of Schedule 1 (unless AGL notifies the Customer to the contrary).
- (b) A notice to the Customer must be in writing and sent or hand delivered to the address. or sent to the email address or fax number, set out in Item 7 of Schedule 2, (unless the Customer notifies AGL to the contrary).
- (c) Unless actual receipt is earlier confirmed by the recipient, a Notice is taken to be received:
  - i. if sent by mail, on the third day after mailing;

- ii. if hand delivered, on the day it is delivered;
- iii. if sent by fax, on production of a transmission report by the machine from which the fax was sent successfully, which indicates that the fax was sent in its entirety to the fax number of the recipient;
- iv. if sent by email, on the next Business Day after sending.

**10.5. Exercise of rights**

A party may exercise a right, power or remedy under this Agreement at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that, or of any other, right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

**10.6. Waiver and variation**

- (a) Subject to clause 10.6(b), a provision of, or a right created under, this Agreement may not be either:
  - i. waived, except in a Notice signed by the party granting the waiver; or
  - ii. varied, except in a Notice signed by the parties.
- (b) AGL may, by Notice to the Customer, vary a provision of this Agreement in such manner as AGL reasonably determines is necessary to reflect any changes to Energy Law or in the interpretation or application of an Energy Law.

**10.7. Survival**

Clauses 3, 4, 6, 7.1, 8, 9.2, 10.1, 10.2 and 10.9 will survive the termination of this Agreement.

**10.8. No representations or warranties**

The Customer acknowledges that in entering into this Agreement it has not relied on any representations or warranties about the subject matter except as provided in this Agreement.

**10.9. Governing Law**

This Agreement shall be interpreted in relation to each Premises, in accordance with the law in force in the State or Territory in which such Premises are located, and the parties submit to the jurisdiction of the courts of the relevant State or Territory, including any courts having appellate jurisdiction from those courts.

**10.10. Assignment**

- (a) Subject to clause 10.10(b), a party may only assign, novate or otherwise transfer this Agreement with the prior written consent of the other party, which will not be unreasonably withheld or delayed.
- (b) AGL may assign, novate or otherwise transfer this Agreement to a Related Body Corporate that is a Retailer without the Customer's prior written consent. The Customer expressly consents to the transfer of AGL's property, rights, liabilities and obligations under or in this document to a Related Body Corporate of AGL pursuant to a compromise or arrangement that has been proposed for the purposes of, or in connection with, a scheme for the reconstruction or amalgamation of AGL and approved by the court pursuant to part 5.1 of the *Corporations Act 2001* (Cth).
- (c) If the Customer assigns, novates or otherwise transfers this Agreement AGL may charge the Customer a fee for such novation or assignment, which is payable by the Customer as the assignor, transferor or the novating party of this Agreement. AGL is not obligated to accept the novation, assignment or transfer of this Agreement if the new customer does not agree with the charges or Terms of the Agreement, if there are issues relating to credit support or if the Customer does not sign the assignment or novation. In such cases, the Agreement will remain with the then current Customer.

**10.11. Broker commissions**

The Customer acknowledges that if it has engaged an Intermediary in relation to this Agreement, it is aware that a Commission may be payable to the Intermediary. The Customer further acknowledges that it may seek disclosure of the details of any Commission from the Intermediary.

**11. INTERPRETATION**

- (a) In this Agreement unless the contrary intention appears:
  - i. a reference to this Agreement or another instrument includes any variation or replacement of them;
  - ii. the singular includes the plural and vice versa;
  - iii. the word person includes a firm, a body corporate, an unincorporated association or an authority;
  - iv. a reference to one gender includes all genders;
  - v. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - vi. an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;
  - vii. a provision must not be construed against a party only because that party prepared it; and
  - viii. mentioning anything after "includes" or "including" will not limit what else might be included.
- (b) Headings in this Agreement are inserted for convenience and do not affect the interpretation of this Agreement.
- (c) A reference to a law, ordinance, code, rule(s) or mandatory guideline includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, code, rule(s) or guideline.
- (d) Where the application of a term of this Agreement is inconsistent with a provision of an Energy Law, then to the extent permitted by that Energy Law, that term will prevail. Otherwise, that term will be read down or modified so that it applies in a manner which is consistent with the relevant provision of that Energy Law (as that provision applies in those circumstances) or, if that is not possible, that term (or relevant part) will be severed.
- (e) Where AGL is required by this Agreement to determine an amount payable by the Customer with reference to a charge, liability, cost, expense or penalty:
  - i. a certificate signed by AGL as to the amount payable is, in the absence of manifest error, final and binding on the Customer; and
  - ii. AGL may take into account the tax deductibility of any such charge, liability, cost, expense or penalty and the assessable nature of any related amount the Customer pays or owes to AGL.

**12. GLOSSARY**

In this Agreement unless the contrary intention appears:

**Agreement** means these terms and conditions together with all schedules and appendices.

**Approved Energy Loss Factors** means, unless explicitly stated to the contrary in this Agreement, any loss factors (including both the intra-regional loss factors and the distribution loss factors) approved by the System Operator or any other regulatory authority from time to time.

**Billing Period** means the period set out in Item 3 of Schedule 1.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in the State or Territory in which the relevant Premises are located.

**Consequential Loss** means loss of income or revenue; loss of profit or anticipated profits; loss of business or financial opportunity; loss of production or loss from business interruption; loss of reputation; punitive or exemplary damage; failure to achieve anticipated savings, reduction of costs, or other savings; and penalties payable under third party contracts.

**Commencement Date** means in relation to a Premises the date specified in Item 2 of Schedule 2 for that Premises.

**Commission** means any amount that is incorporated into the charges payable by the Customer to AGL under this Agreement, which is remitted by AGL to the Intermediary as a commission for the services the Intermediary provided or provides to the Customer.

**CPI** means the consumer price index all groups for the city specified in Item 2 of Schedule 1 (if applicable as per Item 2 of Schedule 1).

**CPI Escalation Formula** means the formula:

$$P_r = P_{r-1} * [(CPI_r / CPI_{r-1}) - X]$$

Where:

$P_r$  is the Energy Charge Rate applicable from and including the date specified in Item 2 of Schedule 1 of the relevant year ("Review Date");

$P_{r-1}$  is the Energy Charge Rate applicable immediately prior to the relevant Review Date;

$CPI_r$  is the CPI for the calendar quarter published immediately prior to the relevant Review Date;

$CPI_{r-1}$  is the CPI for the calendar quarter published immediately prior to a date 12 months prior to the relevant Review Date; and

X is the discount escalation rate expressed as a decimal and specified in Item 2 of Schedule 1 (if any).

There will be no adjustment to the applicable Energy Charge Rate if  $[(CPI_r / CPI_{r-1}) - X] < 1$ ; in that case,  $P_r = P_{r-1}$ .

**Customer** means the person set out in Item 1 of Schedule 1.

**Default Rates** means the rates set by AGL (and amended) from time to time, being the rates AGL in its sole discretion determines is necessary to recover its costs or the costs of a Related Body Corporate of AGL, of acquiring electricity or hedging the cost of acquiring electricity in the National Market and selling electricity to the Customer, plus a reasonable margin.

**Delivery of Electricity** means the delivery of electricity through a Distribution System to, or in relation to, the Customer's Premises.

**Distribution System** means the system of electric lines and other equipment through which a Distributor provides Delivery of Electricity.

**Distributor** means a person entitled by Energy Law to distribute electricity through a Distribution System. If this agreement covers two or more Premises, there may be two or more Distributors.

**Due Date** has the meaning set out in Item 4 of Schedule 1 in relation to a bill.

**Emissions and Renewable Energy Legislation** means the *Renewable Energy (Electricity) Act 2000* (Cth) and any other Energy Law which has as one of its purposes the reduction or limitation of greenhouse gases or the minimisation of the impact on the environment of the electricity industry generally.

**Emissions and Renewable Energy Charges** means the amount fixed by AGL from time to time and set out in the Customer's bill as the charge which AGL reasonably determines should be paid by the Customer on account of any cost or liability imposed on or incurred by AGL, or a Related Body Corporate of AGL, under or as a direct or indirect consequence of any Emissions and Renewable Energy Legislation (including

the cost of acquiring renewable energy, energy efficiency or greenhouse gas abatement certificates or any other relevant proprietary right or interest) or any reasonable estimate of any such cost or liability likely to be so imposed on or incurred by AGL, or a Related Body Corporate of AGL, in the future. Notwithstanding the above, Emissions and Renewable Energy Charges excludes any cost or liability imposed or incurred by AGL, or a Related Body Corporate of AGL, under or as a direct or indirect consequence of the *Clean Energy Act 2011* (Cth), in the form that Act takes as at the date of this Agreement.

**Energy Charges** means the charges payable under clause 3.1.

**Energy Charge Rates** means, in relation to a nominated period and Premises, the rates set out in Item 5 of Schedule 2, which will apply to the period or periods ending no later than the Expiry Date, as those rates are reviewed annually in accordance with the CPI Escalation Formula, or the rates applying under clause 3.5, for that period and Premises.

**Energy Law** means any statute, regulation, code, rules, direction, mandatory guideline, licence condition or other regulatory instrument which governs or affects any one or more of the price of electricity, the cost to AGL of purchasing or selling electricity, the Delivery of Electricity, the sale of electricity to the Customer or the electricity industry generally.

**Energy Loss Charges** means the charges calculated as:

- the product of the Approved Energy Loss Factors applicable to each Premises and the Energy Charges; and
- the product of the Approved Energy Loss Factors applicable to each Premises and each of the Emissions and Renewable Energy Charges.

For the avoidance of doubt, Energy Loss Charges may be expressed in a bill as a component of another charge or amount payable and need not be expressed as a separate charge or charges.

**Estimated Total Annual Consumption** means the estimated annual consumption set out in Item 8 of Schedule 2.

**Expiry Date** means in relation to a Premises, the date set out in Item 3 of Schedule 2 for that Premises.

**Force Majeure** means in relation to a party, any event or circumstance outside that party's control, including:

- an act of God, insurrection, industrial disputes of any kind, epidemics or any other risks to health or safety;
- the order of any court or the award of any arbitrator, any order act or omission of government or other regulatory body or any inability or delay in obtaining governmental quasi-governmental or regulatory approvals consents permits licences or authorities; or
- any order, direction, act or omission of a third party (including the System Operator, a generator or transmission operator or the Distributor).

**GST** has the meaning given to the term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Increased Costs Event** means where:

- a new Tax is imposed or the basis for imposing or calculating any Tax changes;
- AGL, or a Related Body Corporate of AGL, incurs any liability, cost or reduction in benefit due to or arising from the introduction of, or a change to an Energy Law or a change to the interpretation or effect of an Energy Law;
- the System Operator becomes entitled pursuant to an Energy Law to levy or recover any charges, costs or other imposts;
- any event which constitutes an event of force majeure under a Third Party Contract to which AGL, or a Related Body Corporate of AGL, is a party occurs in relation to any party to that Third Party Contract; or
- AGL, or a Related Body Corporate of AGL, incurs a liability, cost or reduction in benefit pursuant to a Third Party Contract in circumstances contemplated by that Third Party Contract relating to:



- i. Taxes;
- ii. participation in the National Market;
- iii. the principles upon which use of system fees relating to the use of transmission or distribution systems are allocated; or
- iv. a change to or introduction of an Energy Law or a change to the interpretation or effect of an Energy Law.

**Insolvency Event** includes the appointment of an administrator or receiver, voluntary administration, compromise, arrangement, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy or any similar procedure or where applicable, changes in the constitution of any partnership or person, or any failure to provide credit support when required by this Agreement.

**Interest Rate** means the Westpac Banking Corporation corporate overdraft reference rate as at the Due Date plus a margin of 2% per annum.

**Intermediary** means a broker, buying group or other third party involved in providing energy brokering, procurement or contracting advice to the Customer.

**Market Charges** means any charge imposed by Energy Law, the System Operator, any other regulatory authority or with the Customer's agreement, and includes any ancillary services, charges or costs and any other charges associated with operation of the National Market.

**Metering Charges** means:-

- (a) all metering costs incurred by AGL or charges in relation to the provision of Metering Equipment and any Metering Installation and the collection and distribution of metering data; plus
- (b) the Responsible Person Fee.

**Metering Provider** means a person or persons nominated by AGL and appointed by the System Operator to do one or more of the following:

- (a) supply and install Metering Equipment and/or Metering Installations;
- (b) read Metering Equipment;
- (c) collect, process and transmit metering data to the Distributor, the System Operator, any relevant regulatory entity, AGL or the Customer;
- (d) provide any additional metering-related services to AGL in respect of the Premises.

**Metering Equipment** means equipment installed (or to be installed) to measure, record and in certain cases forward the data relating to the amount of electricity delivered to a Premises from the Distribution System.

**Metering Installation** has the meaning set out in the National Electricity Rules and includes, for the avoidance of doubt, the links that provide remote access communications with the installation, the metering current transformers and the voltage transformers.

**National Electricity Law** means the schedule to the *National Electricity (South Australia) Act 1996* (SA).

**National Electricity Rules** means the National Electricity Rules made under the National Electricity Law.

**National Market** means the Australian wholesale electricity market operated under the National Electricity Rules.

**New Premises** means premises that were constructed or have substantially changed their electricity consumption profile since 1 January in the year immediately preceding the Commencement Date.

**Network Charges** means any costs charged by the Distributor to AGL in relation to the Customer's Premises including the cost of Delivery of Electricity and connection to the Distribution System and any excluded services.

**NMI** has the meaning set out in the National Electricity Rules.

**Notice** means a notice which conforms with the requirements of clause 10.4 (Notices).

**Off Peak** means all other times not defined under Peak or Shoulder.

**Peak** means:

- (a) for New South Wales and the Australian Capital Territory, 7.00 am – 9.00 am and 5.00 pm – 8.00 pm local time on Business Days ;
- (b) for South Australia, 7.00 am - 9.00 pm local time on Monday to Friday;
- (c) for Victoria, 7.00 am – 11.00 pm local time on Monday to Friday; and
- (d) for Queensland, 7.00 am – 11.00 pm local time on Business Days and Gazetted Show holidays throughout Queensland.

**Premises** means each of the Premises set out in Item 1 of Schedule 2 and where the context requires it, all of those Premises.

**Related Body Corporate** has the meaning defined in section 9 of the *Corporations Act 2001* (Cth) and when referring to AGL, includes AGL Hydro Partnership ABN 86 076 691 481.

**Responsible Person Fee** means the fee or fees (if any) set out in Item 9 of Schedule 2.

**Retailer** means a person entitled by Energy Law to retail electricity.

**Retail Service Fee** means the fee or fees as set out in Item 6 of Schedule 2.

**Services Charges** means the fee AGL may charge the Customer for any other products or services AGL agrees to provide to the Customer.

**Shoulder** means, for New South Wales and the Australian Capital Territory, 9.00 am – 5.00 pm and 8.00 pm – 10.00 pm local time on Business Days.

**System Operator** means any person or body appointed under Energy Law whose functions are, amongst other things, to operate and administer the National Market, control the security of the electricity supply system, or regulate and monitor the electricity transmission system.

**Taxes** means any taxes, levies, imposts, deductions, charges, withholdings or duties, other than income tax, fines or penalties.

**Term** means the period from the Commencement Date to the Termination Date.

**Termination Date** means in relation to each Premises:

- (a) the earlier of the Expiry Date for that Premises or the date this Agreement terminates under clause 9.1; or
- (b) where clause 2.5 applies, the date AGL ceases selling electricity to the Customer under this Agreement at that Premises.

**Third Party Contract** means a contract that has the purpose or effect of hedging the cost of acquiring electricity in the National Market, including contracts with a party that is not the entity of which this agreement is executed under.

# General Terms.

To help get the most from your energy, here's what we will do for you. And the things you need to do for us.

21 February 2013.

Energy in action.

AGL

## Can we help?

If you have any questions about the information provided here, or you would like to know about how to be more energy efficient, please call us on **131 245** (residential) or **133 835** (business), visit [www.agl.com.au](#) or complete an [Energy Plan](#).

### Arabic

هل تحتاج مترجم؟ اتصل على الرقم أدناه:

### Spanish

¿Necesita un intérprete? Llame al número indicado abajo.

### Italian

Se vi serve un interprete, telefonate al seguente numero.

### Greek

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

### Croatian

Trebate li pomoć tumača? Nazovite niže navedeni broj.

### Vietnamese

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

### Chinese

如果您需要傳譯員的幫助，請致電以下號碼。

For language assistance please call **131 245**.

AGL Retail Energy Limited ABN 21 074 839 464

AGL Sales Pty Limited ABN 88 090 538 337

AGL Sales (Queensland) Pty Limited ABN 85 121 177 740

AGL South Australia Pty Limited ABN 49 091 105 092

## Contents.

1. <b>Scope of this Energy Plan</b> . . . . .	7
2. <b>When this Energy Plan begins</b> . . . . .	7
3. <b>The duration of this Energy Plan</b> . . . . .	8
4. <b>When this Energy Plan ends</b> . . . . .	8
5. <b>Variation of this Energy Plan</b> . . . . .	8
6. <b>Charges and variations</b> . . . . .	9
7. <b>GST</b> . . . . .	9
8. <b>Billing and payments</b> . . . . .	10
9. <b>Pay On Time Discount</b> . . . . .	11
10. <b>Disconnection</b> . . . . .	11
11. <b>Reconnection of your Supply Address</b> . . . . .	12
12. <b>Other obligations you have</b> . . . . .	12
13. <b>Our fair contracting promises</b> . . . . .	12
14. <b>Our obligations</b> . . . . .	13
15. <b>Our liability</b> . . . . .	13
16. <b>Information and privacy</b> . . . . .	13
17. <b>General</b> . . . . .	13
18. <b>Defined terms &amp; interpretation</b> . . . . .	14

### Making information easier to access.

We have made the information provided here easier to access by including 'quick links' within the text. When you roll your cursor over any of the contents or website URLs, you will notice they become highlighted or underlined. This means they are an active 'quick link'. Just click on the link and it will take you directly to the appropriate section of this document or the web page referred to.

## 1. Scope of this Energy Plan.

### 1.1 Parties to this Energy Plan.

This Energy Plan is made between:

- (a) AGL (referred to as 'we', 'our' or 'us'); and
- (b) the customer identified in the Offer (referred to as 'you' or 'your').

### 1.2 When this Energy Plan applies.

- (a) This Energy Plan only applies if:
  - (i) you are:
    - (A) a Small Customer at the Supply Address; or
    - (B) not a Small Customer but we offer you, and you accept, an Energy Plan;
  - (ii) the Supply Address is directly connected to a Distribution System and is not part of an embedded network (for example, a network servicing a shopping centre);
  - (iii) the Supply Address has its own Meter with a unique NMI, MIRN or DPI; and
  - (iv) the Supply Address is not located in an Excluded Area.
- (b) If we become aware that any of the:
  - (i) conditions listed in clause 1.2(a) are not satisfied; or
  - (ii) information or assumptions available to us on which the Offer was based, including about the distribution area, network tariff or Meter, are incorrect,
 then we may end this Energy Plan immediately by giving you written notice.
- (c) If clause 1.2(b)(ii) applies, and:
  - (i) as a result the Charges set out in your Offer are incorrect; and
  - (ii) we have not terminated this Energy Plan,
 then we will advise you of the Charges that apply under this Energy Plan. If this clause 1.2(c) applies, you may terminate this Energy Plan in accordance with clause 13.
- (d) If you accept our Offer to sell both gas and electricity at the Supply Address, then there are separate Energy Plans for the sale of gas and electricity and these General Terms form part of both Energy Plans. If the Energy Plan ends for one Energy type but not the other, the Energy Plan for that other Energy type continues.

## 2. When this Energy Plan begins.

### 2.1 Cooling-off Period.

- (a) This Energy Plan has a Cooling-off Period of 10 Business Days starting on the day you receive the last of all the information we must give you under the Regulatory Requirements ('**Cooling-off Period**'), which will be not less than 10 Business Days from the Acceptance Date.
- (b) Regardless of whether you have agreed to and accepted this Energy Plan, you can cancel this Energy Plan before the end of the Cooling-off Period by giving us notice either in writing or by telephone clearly indicating your wish to do so.
- (c) If you cancel this Energy Plan during the Cooling-off Period, this Energy Plan has no effect and, subject to clause 2.1(d), you will continue to purchase Energy at the Supply Address under the same arrangements that applied prior to your acceptance of this Energy Plan.
- (d) If you cancel this Energy Plan under clause 2.1(b), but after you accept it and before you cancel it, we become Responsible for Energy Supplied to the Supply Address (for example, where Supply to you begins because of a new connection arrangement or because you are a new occupant at the Supply Address), then from the Supply Commencement Date until you or any other person enter into another Energy contract with us or any other retailer, the terms of the Deemed Arrangement apply between you and us to the sale and Supply of Energy at the Supply Address.
- (e) If you cancel this Energy Plan during the Cooling-off Period we will create and retain a record of your cancellation in accordance with the Regulatory Requirements.

- (f) If we have provided new connection services at your request and you cancel this Energy Plan during the Cooling-off Period, we may still charge you the Connection Charge.

### 2.2 Commencement of sale and purchase.

- (a) This Energy Plan begins on the Acceptance Date, however:
  - (i) our obligation to sell you Energy under this Energy Plan; and
  - (ii) your obligation to pay for Energy under this Energy Plan,
 begins on the '**Supply Commencement Date**', which is, subject to clause 2.2(b), the date on which all the following conditions are satisfied:
  - (iii) you have provided all information required by us under clause 2.4(a);
  - (iv) the Cooling-off Period has expired; and
  - (v) we become Responsible for Energy Supplied to the Supply Address, which is the transfer date where you are transferring from another retailer (see clause 2.4(c)).
- (b) If you requested a new connection arrangement or you are a new occupant in relation to the Supply Address, the Supply Commencement Date is, unless you and we otherwise agree to an earlier date or a later date, the later of the Acceptance Date and the date on which we become Responsible for Energy Supplied to the Supply Address.

### 2.3 Requirements for new connections.

If you ask us to, where applicable under the Regulatory Requirements, we will arrange for your Distributor to install a Meter and connect the Supply Address to the Distribution System. We will do so once we have all the necessary information to make the arrangement, and we may charge you the Connection Charge, which we will advise you of at the time you ask us to make the arrangement.

### 2.4 Requirements for new accounts.

- (a) We may ask you to provide:
  - (i) Acceptable Identification;
  - (ii) your contact details;
  - (iii) if applicable, the contact details of the property owner or rental agent;
  - (iv) consent to obtain your credit history information;
  - (v) details of your eligibility for any concession; and
  - (vi) details of any requirement for life support equipment (as defined in the Regulatory Requirements) at the Supply Address.
- (b) We may also require from you:
  - (i) a Refundable Advance, in accordance with clause 8.11; or
  - (ii) payment for any debt owed by you to us for Energy Supplied to another supply address (other than a debt which is the subject of a genuine dispute or an existing payment arrangement with us).
- (c) If you are transferring to us from another retailer, the transfer will take place:
  - (i) at the next available Meter Reading (including a Special Meter Reading at your request) after the Cooling-off Period expires; or
  - (ii) if permitted by Regulatory Requirements, and you agree, when we have an estimated Meter Reading.
- (d) We may charge you either:
  - (i) the account establishment fee listed in the Fee Schedule, where it is necessary to arrange Reconnection or obtain a Special Meter Reading;
  - (ii) the special meter reading fee listed in the Fee Schedule; or
  - (iii) the contract administration fee listed in the Fee Schedule.
- (e) We may contact you as part of an audit to ensure that you have understood and agreed to this Energy Plan.

### 3. The duration of this Energy Plan.

#### 3.1 Sale and Supply under this Energy Plan.

We will:

- (a) sell you Energy; and
- (b) arrange Supply of Energy to the Supply Address,

according to the terms of the Offer or our most recent notice to you under clause 3.3(b), or as determined in accordance with clause 3.3(a), from the Supply Commencement Date until:

- (c) if this Energy Plan does not have a Fixed Benefit Period or End Date, this Energy Plan ends;
- (d) if this Energy Plan has a Fixed Benefit Period, the Fixed Benefit Period End Date (unless ended earlier), after which, sale and Supply of Energy under this Energy Plan continues in accordance with clause 3.3 until this Energy Plan ends; or
- (e) if this Energy Plan has an End Date, that End Date (unless ended earlier).

#### 3.2 Expiry of this Energy Plan.

- (a) If this Energy Plan has an End Date:
  - (i) we will notify you no earlier than 40 Business Days and no later than 20 Business Days before the End Date, that your Energy Plan is due to end;
  - (ii) under the Regulatory Requirements, you must, prior to the End Date make arrangements to purchase Energy from the End Date from us or another retailer under a Standard Retail Contract or market retail contract; and
  - (iii) if you do not, before the End Date make arrangements to purchase Energy from that date from us or another retailer, then a Deemed Arrangement will apply between you and us from the End Date.
- (b) If this Energy Plan does not have an End Date, this Energy Plan will end when you or we terminate it in accordance with clause 4.

#### 3.3 Expiry of Fixed Benefit Period

- (a) If this Energy Plan has a Fixed Benefit Period, then, subject to 3.3(b), from the date of the Fixed Benefit Period End Date the sale and Supply of Energy under this Energy Plan continues for a further Fixed Benefit Period on the same terms that applied immediately before the Fixed Benefit Period End Date, except that clause 4.3 will not apply.
- (b) If we notify you not less than 20 Business Days prior to the Fixed Benefit Period End Date, this Energy Plan continues for a further Fixed Benefit Period on the terms specified in that notice, including that clause 4.3 will not apply.

### 4. When this Energy Plan ends.

#### 4.1 Terminating this Energy Plan.

- (a) This Energy Plan will end, unless you and we otherwise agree, on the earliest of:
  - (i) an applicable End Date;
  - (ii) the date on which termination is effective in accordance with clause 1.2(b), 13 or 4.2;
  - (iii) the later of:
    - (A) the expiry date of any relevant Cooling-off Period; and
    - (B) the date on which we, or subject to any notice period set out in clause 4.1(a)(vi) another retailer, become Responsible,
 under any other contract with you or any other person, for the sale and Supply of the relevant Energy type at the Supply Address;
  - (iv) the date on which we can no longer sell you Energy due to a Last Resort Event;
  - (v) the date on which you no longer have a right to request Reconnection; or
  - (vi) in any other circumstances, 20 Business Days after the date on which notice of termination is given, either by you or us.
- (b) Termination will not affect your or our obligation to pay any amount due at the date termination is effective, or any accrued rights or remedies that we or you may have under this Energy Plan.

#### 4.2 Vacating your Supply Address.

- (a) Where you are intending to move out of the Supply Address, subject to the Regulatory Requirements and clause 4.2(b), this Energy Plan will end on an agreed date if you give us at least 3 Business Days prior notice.
- (b) If you move out of the Supply Address, and:
  - (i) do not give us notice in accordance with clause 4.2(a); or
  - (ii) give us notice in accordance with clause 4.2(a), but do not provide access for us to Read the Meter,
 then subject to the Regulatory Requirements, this Energy Plan will end:
  - (iii) where clause 4.2(b)(ii) applies, on the date we obtain a Meter Reading; or
  - (iv) in any other case, in accordance with clause 4.1(a).
- (c) If you move out of the Supply Address and as a result the Supply Address is Disconnected by the Distributor or Meter Service Provider, or we need to obtain a Special Meter Reading, we may charge you the move-out fee listed in the Fee Schedule.

#### 4.3 Early Termination Fee.

Subject to the Regulatory Requirements and clauses 3.3, 4.4 and 13, if:

- (a) this Energy Plan has an End Date and you end this Energy Plan before the relevant End Date; or
  - (b) this Energy Plan has a Fixed Benefit Period, and you end this Energy Plan before the Fixed Benefit Period End Date,
- we may charge you the fee set out in the Offer for ending your Energy Plan early ('**Early Termination Fee**').

#### 4.4 Movers Guarantee.

If you end this Energy Plan because you are moving to a new supply address, we will waive any applicable Early Termination Fee, if:

- (a) you accept the new market offer we make to you to sell you Energy at the new supply address; or
- (b) we cannot make an offer because we do not sell Energy in the area.

### 5. Variation of this Energy Plan.

- (a) If we vary this Energy Plan otherwise than in a way expressly permitted under any other clause of this Energy Plan, then this Energy Plan is varied on and from a specified date if:
  - (i) we give you not less than 20 Business Days written notice of the variation to the Energy Plan;
  - (ii) the proposed variation is not prohibited by Regulatory Requirements; and
  - (iii) you do not terminate this Energy Plan in accordance with clause 13 before the variation takes effect.
- (b) Despite clause 5(a), we may by written notice to you vary this Energy Plan to the extent necessary to accommodate any change in any Regulatory Requirements.
- (c) If you request a variation to this Energy Plan:
  - (i) to add an Ancillary Product, then we will provide you with the Ancillary Product terms and conditions which will be incorporated into this Energy Plan in accordance with those terms; or
  - (ii) to remove an Ancillary Product, then the Ancillary Product terms and conditions will cease to be incorporated into this Energy Plan in accordance with those terms.



## 6. Charges and variations.

### 6.1 What you are required to pay.

- (a) You are not liable to pay any charge or fee unless the amount, or basis for the calculation of the amount, is set out in this Energy Plan.
- (b) You must pay us:
  - (i) the Charges;
  - (ii) Distributor or Meter Service Provider charges or fees relating to the sale and Supply of Energy at the Supply Address that:
    - (A) we directly pass through to you; and
    - (B) we do not otherwise bill you for as a component of any Charges.
- (c) Amounts payable under clause 6.1(b) will be shown as separate items in your bill.
- (d) We do not control the fees and charges referred to in clause 6.1(b)(ii). As they may vary from time to time, we will advise you of the applicable current fee on request.

### 6.2 Variation of charges.

Subject to clause 6.9, we may vary the Charges or impose new fees or charges to reflect one or more of the following:

- (a) any increase in our direct or indirect costs relating to buying, selling or arranging Supply of Energy, including:
  - (i) direct or indirect costs relating to increased price risk, or minimising or meeting our price risk;
  - (ii) if this Energy Plan is for the sale of electricity, any change in the applicable loss factors provided by Australian Energy Market Operator, the Distributor or transmission network service provider, or estimated by us, in relation to electricity that is lost through the transmission system or Distribution System;
  - (iii) if this Energy Plan is for the sale of gas, any change in the amount of unaccounted for gas for which we are required to accept the risk of loss under applicable Regulatory Requirements; or
  - (iv) any change in any charges imposed on us for participation in Energy markets by the relevant market operators;
- (b) any change in our direct or indirect costs relating to Meter Service Provider or Distributor charges relating to the sale and Supply of Energy or the Supply Address;
- (c) our accommodation of change in, or our obligation to comply with, the Regulatory Requirements (unless we are prevented from doing so by the Regulatory Requirements), which may include any direct or indirect additional costs we incur, or new or increased obligations or charges directly or indirectly imposed by a regulator or other authorised body under any Regulatory Requirements; or
- (d) any increase in our direct or indirect costs as a result of a new Tax being imposed or the basis for imposing or calculating any existing Tax altering, including a change to the interpretation of any Regulatory Requirement relating to a Tax.

### 6.3 CPI increases.

Subject to clause 6.9, we may vary your Charges by the percentage change in the CPI since the later of the Acceptance Date and the date of the most recent CPI increase under this clause 6.3.

### 6.4 Variation of applicable tariff category.

- (a) The continued application of the category of tariff that formed the basis of the Offer and Charges payable under this Energy Plan depends on:
  - (i) you continuing to satisfy conditions applying to that category of tariff; and
  - (ii) the continued availability of the corresponding distribution tariff from your Distributor in relation to the Supply Address.
- (b) You must inform us if there is a change in:
  - (i) the nature of your Energy usage at the Supply Address;
  - (ii) the Meter installed at the Supply Address; or

- (iii) any other circumstance which impacts on your ability to continue to satisfy conditions applying to your current category of tariff.

- (c) If we become aware of any change in:

- (i) your ability to satisfy conditions applying to your current category of tariff (whether or not you inform us of such a change); or
- (ii) the distribution tariff the Distributor applies in relation to the Supply Address,

we may, without prior notice, transfer you to a different category of tariff from the time of that change, which may result in a variation to your Charges from that time. Where this results in you having been undercharged or overcharged on a bill clause 8.5 or 8.6 will apply.

- (d) We will notify you of any variation to your Charges under this clause 6.4 in accordance with clause 6.9, and you may elect to terminate this Energy Plan in accordance with clause 13.

### 6.5 Variation of Charges generally.

Subject to clause 6.9, we may vary your Charges or introduce new Charges for any reason.

### 6.6 Fair Pricing Promise.

If we vary your Charges so that your total bill is higher than it would be under our Standard Retail Contract applicable to the Supply Address, then you may elect to terminate this Energy Plan in accordance with clause 13.

### 6.7 Availability of alternative tariffs.

Depending on the Meter configuration at the Supply Address and the availability of alternative tariffs offered by your Distributor, we may offer different tariffs for the consumption of Energy at the Supply Address, including feed-in tariffs for electricity you generate at the Supply Address, or consumption tariffs with a different rate for controlled load storage heating or hot water, or off peak usage.

### 6.8 Limitation on varying certain Charges.

- (a) Despite clauses 6.2 to 6.5, we will not vary an Early Termination Fee so that the varied amount is greater than the amount set out in either the Offer or a notice given by us to you under clause 3.2(a)(i).
- (b) This clause 6.8 cannot be varied by us without your explicit informed consent to such variation.

### 6.9 Informing you of variation of Charges

If we vary your Charges under clauses 6.2, 6.3, 6.4 or 6.5 we will provide you with written notice of the variation as soon as practicable after the variation takes effect, and in any event, no later than on your next bill.

## 7. GST.

- (a) Where GST applies, if any amounts payable or other consideration provided in respect of supplies made under this Energy Plan ('Payments') are expressed to be exclusive of GST, the Payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.
- (b) Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.
- (c) Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* will have the same meaning when used in this clause 7.

## 8. Billing and payments.

### 8.1 Format and timing of bills.

- (a) If you have provided us with an email address, you agree that we will send bills to that email address, unless you request for us to send your bills to a postal address.
- (b) We will send bills to the address nominated by you in accordance with the billing period identified in the Offer, or if there is no frequency set out in the Offer, in accordance with the minimum Regulatory Requirements. Whichever period applies is your 'Usual Billing Period'.
- (c) By written notice to you we may alter your Usual Billing Period as long as the new billing period is no longer than the maximum period permitted under the Regulatory Requirements.
- (d) If we provide goods or services in addition to selling Energy, those items will either be billed separately or as separate items on the bill. We will apply payments for those goods or services as you direct. If you do not direct how to apply a payment we will apply that payment to the Charges for Energy first and then to the additional goods or services.
- (e) If you are eligible to receive your bills via an email address, but you request to receive paper bills, we may charge you the paper bill fee listed in the Fee Schedule.

### 8.2 Calculation of bills.

- (a) Where permitted by the Regulatory Requirements, including where you and we agree, we may base your bill on an estimate, otherwise your bill will be based on a Meter Reading.
- (b) If we obtain a Meter Reading after we have used an estimate, we will make any necessary adjustment to your next bill.
- (c) If, at your request, we obtain a Special Meter Reading, we may charge you the special meter reading fee listed in the Fee Schedule.
- (d) If your Charges change during a billing period (including as a result of any change in the applicable category of tariff) we will calculate the amount payable by you for Energy Supplied to the Supply Address during that billing period using both the previous and new (as varied) Charges on a pro-rata basis in accordance with Regulatory Requirements.
- (e) If your bill covers a period other than your Usual Billing Period, where necessary we will adjust any Charges on a pro-rata basis in accordance with Regulatory Requirements.
- (f) Subject to Regulatory Requirements, we may include in a bill relating to the Supply Address any amount payable to us for the sale and Supply of Energy by us to you at a supply address you have vacated.

### 8.3 Review of bills.

- (a) At your request we will review your bill in accordance with our complaints and dispute resolution procedure, provided you agree to pay any undisputed amount.
- (b) We may review your bills of our own accord.
- (c) If our review under 8.3(a) or 8.3(b) shows a bill to be:
  - (i) correct, you must pay the amount of the bill in full or request a Meter test under clause 8.4; or
  - (ii) incorrect (including where we have failed to bill any amount to you), then clause 8.5 or 8.6 will apply.

### 8.4 Meter testing.

- (a) If after the completion of the bill review process you require your Meter to be tested, we will arrange for the Distributor or a Meter Service Provider to do so. You must pay us in advance the applicable meter inspection fee or meter testing fee listed in the Fee Schedule. We will give you a copy of the test results if the Distributor or Meter Service Provider does not.
- (b) If the Meter is accurate, you must pay the amount outstanding under your bill.
- (c) If the Meter is faulty or incorrect, we will reimburse any fee you are charged under clause 8.4(a), and clause 8.5 or 8.6 will apply.

### 8.5 Overcharging.

If you were overcharged as a result of your Distributor's or our error, we will inform you of the overcharging and repay you the overcharged amount in accordance with the Regulatory Requirements. We will not pay you interest on any overcharged amount.

### 8.6 Undercharging.

- (a) If you were undercharged (including a failure to charge you any amount), we will recover the amount undercharged in accordance with the Regulatory Requirements.
- (b) We will list any undercharged amount as a separate item in a special bill or in your next bill, together with an explanation of the amount.
- (c) We will offer you the option of paying the undercharged amount in agreed instalments in accordance with the Regulatory Requirements.
- (d) You will not be charged interest on any undercharged amount.

### 8.7 Payments.

- (a) The available methods of paying each bill are as set out in the Offer or on the back of each bill or as otherwise agreed from time to time.
- (b) You must pay your bills in full by the Due Date.
- (c) If you do not pay a bill in full or make other acceptable arrangements with us by the Due Date, and the Regulatory Requirements do not prohibit us from doing so, we may do any one or more of the following:
  - (i) charge you a late payment fee listed in the Fee Schedule;
  - (ii) charge you daily interest on amounts not paid by the Due Date, in accordance with the Regulatory Requirements, until the overdue amount is paid in full;
  - (iii) refer your bill for collection by a debt collection agency in accordance with clause 8.12; or
  - (iv) begin the process for Disconnection in accordance with clause 10.1.
- (d) We will accept payment in advance.
- (e) If you pay a bill by cheque, direct debit or credit card and the payment is dishonoured or reversed by your bank, we may charge you the dishonoured payment fee listed in the Fee Schedule.
- (f) If you pay a bill using a payment method that results in us incurring:
  - (i) a merchant services fee (including payment by credit card), we may charge you the payment processing fee listed in the Fee Schedule; or
  - (ii) a fee payable to our agent for them to accept or process your payment on our behalf, we may charge you the transaction fee listed in the Fee Schedule.

### 8.8 Concessions.

Discounts and rebates for eligible concessions apply under this Energy Plan. On request we will provide, free of charge, information on any relevant concessions, rebates or grants that are available and their eligibility requirements.

### 8.9 If you have trouble paying.

- (a) You must tell us if you are experiencing difficulty paying your bill or if you need payment assistance.
- (b) We will give you the payment assistance we are required to under the Regulatory Requirements, including providing you with information about relevant:
  - (i) government funded energy charge rebate schemes, concession schemes or relief schemes; or
  - (ii) instalment plans we offer, that allow you to pay amounts you owe us by making regular payments over an agreed time period.



- (c) Additional assistance may be available to you under our Customer Hardship Policy and the Regulatory Requirements if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available at [agl.com.au](http://agl.com.au) or on request.

#### 8.10 Direct Debit and Bill Smoothing.

- (a) You may elect to automatically pay your Energy bills by direct debit from an account you nominate.
- (b) If eligible, you may elect to spread the estimated total cost of your annual Energy bills across equal fortnightly or monthly instalments ('**Bill Smoothing**') drawn automatically from an account you nominate.
- (c) If you are a Small Business Customer, we will consider any reasonable request that you make for Bill Smoothing. If we and you agree to enter into a Bill Smoothing payment plan, we may charge a fee to recover our administration costs, which we will advise you of at the time.
- (d) We will perform our obligations under any direct debit arrangement you enter into with us in accordance with the Regulatory Requirements, including that we will not alter the amount or the frequency of your direct debit payments without your explicit informed consent, except where you have previously agreed we may do so.
- (e) We will perform our obligations under any Bill Smoothing arrangement you enter into with us in accordance with the Regulatory Requirements.

#### 8.11 Refundable Advances.

We may ask you, in accordance with the Regulatory Requirements, to provide a Refundable Advance listed in the Fee Schedule.

#### 8.12 Debt collection procedures.

- (a) If you are a Small Residential Customer, we will only commence legal proceedings against you for amounts not paid by the Due Date (including referring the non-payment to a mercantile or debt collection agent) if we have first complied with our obligations under clause 8.9(b).
- (b) We may charge you our direct and indirect costs associated with collecting your debt (including legal fees, or fees or commissions we pay to a mercantile or debt collection agent), which we will advise you at the time.
- (c) We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission under the *Competition and Consumer Act 2010*.

## 9. Pay On Time Discount.

### 9.1 Pay On Time Discount

- (a) If a Pay On Time Discount is specified in the Offer or our most recent notice to you under clause 3.3(a), or as determined in accordance with clause 3.3(b), then, subject to this clause 9,
  - (i) for the duration of your eligible Energy Plan you will receive a Pay On Time Discount for each Energy bill that is paid in full on or before the Due Date,
  - and which
  - (ii) is applied to the Charges incurred during the billing period relating to that bill; and
  - (iii) will appear as a credit on your next bill.
- (b) Except where clause 9.2 or 9.3 applies, payment in full by the Due Date of the amount shown on your bill as the total amount due less the Pay On Time Discount, will constitute payment of the total amount due.
- (c) If you pay the Pay On Time Discount amount instead of the total amount due after the Due Date, the value of the Pay On Time Discount will be carried forward as an outstanding amount owing on your next bill.

### 9.2 Direct Debit

If you have a direct debit arrangement with us, your bill will show the total amount due less the Pay On Time Discount. We will debit this amount as payment of the total amount due, in accordance with your direct debit arrangement terms and conditions.

### 9.3 Bill Smoothing

If you have a Bill Smoothing arrangement with us, you will receive a Pay On Time Discount in relation to a bill if you pay all agreed instalment amounts due relating to that bill in full on or before the Due Dates.

### 9.4 Conditions for Pay On Time Discount

The following conditions apply to the discount under clause 9:

- (a) Your Pay On Time Discount is not transferable;
- (b) If a payment is dishonoured for any reason, then you may not be eligible to receive the Pay On Time Discount in relation to that bill;
- (c) The Pay On Time Discount does not apply to any opening balances, adjustments or feed-in tariffs on your bill;
- (d) If we are required to reissue a bill for any reason, your Pay On Time Discount will apply to your whole reissued bill. You will be eligible to receive the Pay On Time Discount on your reissued bill if you pay that bill in full on or before the Due Date.
- (e) You are not eligible to receive a Pay On Time Discount if you are on a payment plan with us, other than a payment plan under clause 8.6(c) or clause 8.9(b)(ii); and
- (f) Nothing in this clause 9 effects the operation of clause 8.7(c)(i).

## 10. Disconnection.

### 10.1 Disconnection of the Supply Address.

- (a) Where we have complied with all relevant obligations under Regulatory Requirements, we may ask your Distributor or Meter Service Provider to disconnect the Supply of Energy to the Supply Address ('**Disconnection**') if:
  - (i) you ask us to;
  - (ii) you fail to pay a bill by the Due Date;
  - (iii) you do not adhere to the terms of any payment plan under clause 8.9(b)(ii);
  - (iv) due to your acts or omissions we, or the Distributor or Meter Service Provider cannot access the Supply Address to Read your Meter for 3 consecutive Scheduled Meter Readings;
  - (v) you obstruct an authorised person in relation to any act, matter or thing done or to be done in carrying out any function under this Energy Plan;
  - (vi) you obtain Energy from us or the Distribution System illegally, or otherwise than in accordance with the Regulatory Requirements;
  - (vii) you refuse to pay, or do not pay the full amount of a Refundable Advance we require in accordance with clause 8.11; or
  - (viii) you are a new customer in relation to us at the Supply Address and you fail to provide us with Acceptable Identification we require.
- (b) Disconnection of the Supply Address will not prevent or limit any other action that we may be entitled to take regarding any breach by you of this Energy Plan.

### 10.2 Disconnection or Call-out Fee.

- (a) Where we have arranged Disconnection we may charge you the disconnection fee listed in the Fee Schedule.
- (b) If we, or the Distributor or Meter Service Provider have been called out to perform a Disconnection and the reason for us requiring Disconnection has been remedied after that call out but before Disconnection occurs, we may charge you the call-out fee listed in the Fee Schedule.



- (c) If the Meter at the Supply Address is removed at your request, we may charge you the Meter removal fee listed in the Fee Schedule.

### 10.3 Restrictions on Disconnection.

We will not arrange Disconnection otherwise than in accordance with the Regulatory Requirements. In particular we will not arrange Disconnection of Energy:

- (a) while an application you have made for any available government rebate or grant, or instalment plan we offer, has not been determined;
- (b) while any complaint you have made to us or an ombudsman (or other external dispute resolution body) that directly relates to the reason for Disconnection remains unresolved;
- (c) if you are a Small Residential Customer unless you fail to pay a bill by the Due Date, and:
  - (i) you do not agree to an offer by us to pay your bills by instalments; or
  - (ii) where having agreed to pay your bills by instalments, you do not adhere to the terms of the instalment arrangement;
- (d) on a Friday, Saturday or Sunday;
- (e) on a day prior to or on a public holiday;
- (f) during the period 20 December to 31 December inclusive ('**Protected Period**'), in any year;
- (g) on any day other than a day in the Protected Period before 8am or after 3pm, unless you are a Small Residential Customer and your premises is located in Victoria, in which case on any day other than a day in the Protected Period your premises may not be disconnected before 8am or after 2pm; or
- (h) while any life support equipment that relies on Energy is in use at the Supply Address.

## 11. Reconnection of your Supply Address.

- (a) Where the Supply Address has been Disconnected for a reason in clause 10.1 (other than at your request), if within 10 Business Days of Disconnection you have remedied the reason for us arranging Disconnection, you have the right to ask that we arrange the Distributor or Meter Service Provider to reconnect the Supply of Energy to the Supply Address ('**Reconnection**').
- (b) We will arrange Reconnection if you comply with all conditions that we are entitled to require of you under this Energy Plan or the Regulatory Requirements before arranging Reconnection.
- (c) If you ask us to arrange Reconnection, we may charge you the reconnection fee listed in the Fee Schedule.
- (d) We may charge you the after-hours reconnection fee listed in the Fee Schedule, if you ask us to arrange for same day Reconnection:
  - (i) between the hours of 3pm to 9pm on a Business Day; or
  - (ii) if the Supply Address is in South Australia and the Energy is electricity, between the hours of 4pm to 9pm on a Business Day.

## 12. Other obligations you have.

### 12.1 General obligations.

You must:

- (a) if you breach this Energy Plan or the Regulatory Requirements, pay us any costs we incur as a result of that breach;
- (b) ensure that:
  - (i) your name and the Supply Address are correctly set out in the Offer;
  - (ii) the contact details you have provided to us, including the nominated postal address or email address at which you will receive your bills, are correct; and
  - (iii) inform us if there is any change to information you have previously given us;

- (c) tell us if you enter into an agreement with any third party to receive payment or other consideration in return for you entering into a load management arrangement, or reducing or suspending your consumption of Energy at the Supply Address;
- (d) comply at your own cost with the Regulatory Requirements that apply to you, the Supply Address or the purchase of Energy by you for the Supply Address; and
- (e) give us reasonable assistance and co-operation when we ask you, to allow us to comply with the Regulatory Requirements that apply to us.

### 12.2 Unauthorised access to Energy.

- (a) If you obtain Energy from us or the Distribution System illegally, or otherwise than in accordance with the Regulatory Requirements, clause 8.9 does not apply, and we may:
  - (i) arrange Disconnection;
  - (ii) estimate the quantity of Energy Supplied to the Supply Address for which we have not billed you; and
  - (iii) take debt recovery action for any amounts you have not previously been billed, any unpaid amounts, and unless prohibited by Regulatory Requirements, interest on the unpaid amounts, Disconnection costs and reasonable investigation and legal costs.
- (b) If your actions result in damage to assets belonging to us, the Distributor or Meter Service Provider, we may recover from you the cost of repair or replacement of that asset together with any related costs incurred by us (for example, reasonable investigation and legal costs), including Distributor and Meter Service Provider charges.

### 12.3 Access to the Supply Address.

You must give us, any of our contractors, the Distributor and the Meter Service Provider safe, convenient and unhindered access to the Supply Address for purposes related to the sale and Supply of Energy, including to:

- (a) Read, install, inspect, test, repair, maintain or remove the Meter;
- (b) connect, disconnect or reconnect the Supply of Energy to the Supply Address; or
- (c) inspect, test, repair, or maintain gas or electrical installations, or the Distribution System.

### 12.4 Protection and maintenance of Energy Supply.

To enable us to provide you with a safe and reliable Energy Supply, you must:

- (a) keep the gas or electrical installation at the Supply Address in good condition, free from damage and interference;
- (b) only permit an accredited installer to perform work on a gas or electrical installation; and
- (c) subject to clause 12.4(b), not interfere with the Distribution System, or tamper with or bypass the Meter at the Supply Address, or permit another person to do so.

### 12.5 If you are not the owner of the Supply Address.

If you are not the owner of the Supply Address, we may require you to arrange for the owner of the Supply Address to fulfil some of your obligations under this Energy Plan on your behalf.

## 13. Our fair contracting promises.

If:

- (a) we vary:
  - (i) your Charges in accordance with clause 1.2(c), 6.4(c) or 6.5; or
  - (ii) this Energy Plan in accordance with clause 5(a), or





- (b) the Charges on your bill are different to the Offer and we have not notified you of:
  - (i) any change to the applicable Charges in accordance with clause 1.2(c); or
  - (ii) any variation to the Charges in accordance with clause 5,
 then you may end this Energy Plan by giving us notice (including the reason why) during the 20 Business Day period after you receive our relevant variation notice or relevant bill, and if you do so:
- (c) the relevant variation is of no effect and does not form part of this Energy Plan;
- (d) this Energy Plan will end on the date we receive your notice;
- (e) if clause 13(b) applies, then clause 8.5 applies;
- (f) we will waive any applicable Early Termination Fee; and
- (g) from the date this Energy Plan ends until you or any other person enter into another Energy contract with us or any other retailer at the Supply Address, the terms of the Deemed Arrangement apply between you and us to the sale and Supply of Energy.

## 14. Our obligations.

### 14.1 Supply standards and interruptions.

- (a) As your retailer we do not control or operate the Distribution System, and we cannot control the quality, frequency and continuity of Energy Supply to the Supply Address, nor can we control the period within which related services will begin or be completed.
- (b) Energy Supply may be interrupted or reduced for maintenance or repair, for installation of a new connection, in an emergency, for health and safety reasons, due to any circumstances beyond our reasonable control or where otherwise permitted under the Regulatory Requirements. In these cases we will provide a 24 hour telephone number so you can find out details of the interruption and its expected duration.
- (c) Our obligations in relation to the quality of Energy Supply are limited to the extent that the Distribution System or the quality of Energy Supply is adversely affected by your actions or equipment.

### 14.2 Notice of work.

Except in the case of an emergency, suspected illegal use or routine Meter replacements, if we or the Distributor or Meter Service Provider wish to inspect, repair, test or maintain the Meter or the Distribution System including the Supply Address, we will give you at least:

- (a) four days prior notice for planned maintenance; and
- (b) 24 hours prior notice in any other case.

## 15. Our liability.

- (a) To the extent that we have title in Energy sold by us to you, title and risk in all Energy sold by us to you will pass to you at the time it leaves the Distribution System and enters the relevant system that services the Supply Address.
- (b) To the extent permitted by law we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided under this Energy Plan, its quality, fitness or safety, other than those set out in this Energy Plan.
- (c) To the extent permitted by law our liability for breach of implied conditions, warranties or undertakings is (at our option) limited to:
  - (i) providing equivalent goods or services provided under this Energy Plan to the Supply Address; or
  - (ii) paying you the cost of replacing the goods or services, or acquiring equivalent goods or services, provided under this Energy Plan to you or the Supply Address.
- (d) This clause 15 will apply in addition to, and will not affect the operation of, any limitation on liability either party may be entitled to claim the benefit of under Regulatory Requirements.

- (e) To the extent that the Regulatory Requirements allow, we are not liable for any loss or damage you suffer because:
  - (i) there is a failure in the Energy Supply or a defect in the Energy Supplied to the Supply Address; or
  - (ii) some characteristic of the Energy made it unsuitable for some purpose.
- (f) You must indemnify us against injury, loss or damage suffered by a third party in connection with your use of Energy and claimed against us, to the extent that the injury, loss or damage is caused, or contributed to, by your negligence or your breach of this Energy Plan.
- (g) You must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of yours which may result from poor quality or reliability of Energy Supply.
- (h) Nothing in this Energy Plan varies or excludes the operation of:
  - (i) section 117 of the *Electricity Industry Act 2000* (Vic), sections 232 and 233 of the *Gas Industry Act 2001* (Vic) or section 33 of the *Gas Safety Act 1997* (Vic);
  - (ii) sections 97 and 97A of the *Electricity Act 1994* (Qld), sections 315 and 316 of the *Gas Supply Act 2003* (Qld), section 856 of the *Petroleum and Gas (Production and Safety) Act 2004* (Qld); or
  - (iii) sections 78 and 120 of the *National Electricity Law*.

## 16. Information and privacy.

### 16.1 Collection, use and disclosure of Personal Information.

We collect, use and disclose your Personal Information in accordance with our privacy policy, which is available at [agl.com.au](http://agl.com.au) or on request, and the Regulatory Requirements including the *Commonwealth Privacy Act 1988*.

### 16.2 Access to information.

- (a) Where required under the Regulatory Requirements we will provide you with a copy of our customer charter, which summarises your and our rights and obligations under the Regulatory Requirements, as soon as practicable after you enter into this Energy Plan and at any other time upon your request. You can inspect our customer charter at [agl.com.au](http://agl.com.au).
- (b) To the extent we are required to do so by the Regulatory Requirements, on request we will provide you with information about:
  - (i) all or any part of the terms of this Energy Plan, including giving you a copy or referring you to our website at [agl.com.au](http://agl.com.au);
  - (ii) your historical billing data for the Supply Address if available;
  - (iii) efficient Energy consumption;
  - (iv) eligibility for concessions, rebates or grants that may be available;
  - (v) the current status of your bill or account; and
  - (vi) the Meter Readings and Meter registrations connected with your bill.
- (c) Unless we are required to give you a document or the information in clause 16.2(b) free of charge under the Regulatory Requirements, we may charge a fee to cover our administration costs which we will advise you of at the time of your request.

## 17. General.

### 17.1 Regulatory Requirements.

- (a) This Energy Plan complies with the Regulatory Requirements.
- (b) Where permitted by the Regulatory Requirements, if a term or condition of this Energy Plan is inconsistent with a Regulatory Requirement, the term or condition will prevail to the extent allowed.



- (c) If:
- (i) any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this Energy Plan; or
  - (ii) any term or condition of this Energy Plan is rendered void for inconsistency with a Regulatory Requirement,
- the relevant Regulatory Requirement is incorporated into this Energy Plan in whole or in part as required.

#### 17.2 Notices.

- (a) Except where a particular method of communication is specified in this Energy Plan or required under the Regulatory Requirements, any communication between us and you under this Energy Plan may be in person, in writing, by telephone or by Electronic Means.
- (b) Any communication under this Energy Plan or the Regulatory Requirements required to be in writing may be made by mail, facsimile or Electronic Means capable of generating a delivery confirmation report.
- (c) Any communication may be made by Electronic Means but only where the communication by Electronic Means has been agreed between us.
- (d) Any written communication by a party is deemed to have been received:
  - (i) if sent by mail, 2 Business Days after the date of sending; or
  - (ii) if sent by facsimile or Electronic Means, on the earlier of:
    - (A) receipt of delivery confirmation; or
    - (B) the day of transmission, unless otherwise notified that delivery of the communication was unsuccessful or delayed.
- (e) Where any communication under this Energy Plan is required to be in writing, if you and we agree, the communication may be made in a form other than writing, unless we are prohibited from doing so by Regulatory Requirements.

#### 17.3 Complaint handling and dispute resolution.

- (a) If you have a query or complaint, you may contact us in writing or by telephone.
- (b) We will address any complaints in accordance with our complaints handling and dispute resolution procedure, which can be located at [agl.com.au](http://agl.com.au), or is available on request.
- (c) We will inform you of the outcome of your complaint. If you are not satisfied with our response to your complaint, you may refer your complaint to the Energy ombudsman in the State in which your Supply Address is located.

#### 17.4 Waiver.

Except as otherwise provided in this Energy Plan, a right created under this Energy Plan may only be waived in writing signed by the party granting the waiver.

#### 17.5 Applicable law.

This Energy Plan is governed by the laws in force in the State in which your Supply Address is located. Each party submits to the non-exclusive jurisdiction of the courts in that State.

#### 17.6 Transfer of your Energy Plan.

- (a) We may transfer or novate our rights and obligations under this Energy Plan to another retailer at any time:
  - (i) by notice to you, if:
    - (A) that retailer is a related body corporate of AGL; or
    - (B) that novation or assignment forms part of the transfer of all or a substantial part of our retail business to that other retailer; or
  - (ii) if you agree to that transfer or novation.
- (b) Unless we otherwise agree, you cannot transfer or novate your rights and obligations under your Energy Plan to any third party.

#### 17.7 Last Resort Events.

If we can no longer sell you Energy due to a Last Resort Event, then:

- (a) you must transfer, or will otherwise be transferred, to another retailer;
- (b) we are not entitled to any compensation or payment from you, including any costs we incur, in relation to such transfer; and
- (c) Personal Information about you will be given to other parties in accordance with Regulatory Requirements in order to facilitate such transfer.

#### 17.8 Force Majeure Event.

- (a) If an event outside our or your reasonable control ('**Force Majeure Event**') prevents a party from complying with any of its obligations under this Energy Plan, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money).
- (b) The party affected by the Force Majeure Event must use its best endeavours to:
  - (i) give the other party prompt notice of, and full details about, the Force Majeure Event; and
  - (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).
- (c) The party affected by the Force Majeure Event must advise the other party about:
  - (i) the likely duration of that event;
  - (ii) the obligations affected by that event;
  - (iii) the extent to which those obligations will be affected; and
  - (iv) the steps that will be taken to minimise, overcome or remove those effects.
- (d) For the purposes of clauses 17.8(b)(i) and 17.8(c), and only if the Force Majeure Event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.

## 18. Defined terms & interpretation.

#### 18.1 Defined terms.

In this Energy Plan:

**Acceptable Identification** includes:

- (a) where you are a Small Residential Customer, one or more of the following:
  - (i) a driver's licence, a current passport or other form of photographic identification;
  - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; or
  - (iii) a birth certificate;
- (b) where you are a Small Business Customer that is a sole trader or partnership, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or
- (c) where you are a body corporate, the body corporate Australian Company Number or Australian Business Number.

**Acceptance Date** means, provided that it is before 5pm on the Offer expiry date set out in the Offer (if any), the date you:

- (a) sign the Offer in front of one of our marketing representatives;
- (b) call us to record your acceptance;
- (c) return the signed Offer to us; or
- (d) indicate your acceptance by any other method.



**AGL** means, if your Supply Address is located in:

- (a) Victoria, Queensland or Tweed Supply Area:  
AGL Sales Pty Limited (ABN 88 090 538 337) of  
Level 22, 120 Spencer Street, Melbourne VIC 3000;
- (b) South Australia: AGL South Australia Pty Limited  
(ABN 49 091 105 092) of 226 Greenhill Road,  
Eastwood SA 5063;
- (c) New South Wales and the relevant Energy is:
  - (i) electricity, AGL Sales Pty Limited  
(ABN 88 090 538 337) of Level 22,  
120 Spencer Street, Melbourne VIC 3000; or
  - (ii) gas, AGL Retail Energy Limited  
(ABN 21 074 839 464) of Level 22,  
101 Miller Street, North Sydney NSW 2060.

**Ancillary Product** means a product or service that we may offer from time to time which is unrelated to the Supply of Energy and is compatible with this Energy Plan.

**Bill Smoothing** has the meaning given in clause 8.10(b).

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in the State in which your Supply Address is located.

**Charges** means charges, fees and other amounts payable by you as set out in these General Terms, the Offer, Fee Schedule, or any applicable Ancillary Product terms and conditions (except the fees and charges referred to in clause 6.1(b)(ii)) and which may consist of a direct pass through of a fee or charge or costs we otherwise incur from a third party, in addition to our reasonable administration costs.

**Connection Charge** means:

- (a) the amount set out in the Offer or Fee Schedule; or
- (b) otherwise, the direct pass through of any charge that your Distributor or Meter Service Provider levies upon us,

for connecting, or arranging the Distributor or Meter Service Provider to connect the Supply Address to the Distribution system.

**Cooling-off Period** has the meaning given in clause 2.1(a).

**CPI** means the Consumer Price Index (all groups) weighted average of eight capital cities, as published from time to time by the Australian Bureau of Statistics.

**Customer Hardship Policy** means the policy setting out our processes for identifying and assisting Small Residential Customers experiencing payment difficulties due to hardship.

**Deemed Arrangement** means the arrangement, under the Regulatory Requirements, that is taken to apply between a customer and the Responsible retailer in circumstances where the customer consumes Energy at a supply address and has not entered into a Standard Retail Contract or a market retail contract with a retailer.

**Disconnection** has the meaning given in clause 10.1(a).

**Distribution System** means a network of pipes or wires, Meters and controls that a Distributor uses to Supply Energy.

**Distributor** means a person (or company) licensed to Supply Energy who owns and operates a Distribution System.

**DPI** means, where the Supply Address is located in New South Wales, the Delivery Point Identifier which links your gas Meter with your Supply Address.

**Due Date** means the later of:

- (a) the date which is 13 Business Days from the date of dispatch of the bill;
- (b) the date stated on your bill; or
- (c) any other date for payment of the bill which we agree with you.

**Early Termination Fee** has the meaning given in clause 4.3.

**Electronic Means** means any form of electronic communication including email to an agreed email address, or short message service or multi-media message service to an agreed telephone number.

**End Date** means the date this Energy Plan expires as set out in the Offer.

**Energy** means electricity or gas as relevant.

**Energy Plan** means a contract for the sale and Supply of Energy at the Supply Address (as varied from time to time), which is made up of:

- (a) these General Terms;
- (b) the Offer;
- (c) any applicable Ancillary Product terms and conditions;
- (d) any schedule applicable to the Supply Address;
- (e) the Fee Schedule relevant to the Energy type; and
- (f) any other document or part thereof incorporated by reference in these General Terms, which contains important information we are required to provide you under the Regulatory Requirements, including our complaints handling and dispute resolution procedure.

**Excluded Area** means, if your Supply Address is in:

- (a) Victoria – for gas, Mildura, Ararat, Horsham and Stawell; and
- (b) New South Wales – for gas and electricity, the Bega Valley, Bombala, Boorowa, Cooma Monaro, Crookwell, Eurobadalla, Goulburn, Gunning, Harden, Mulwaree, Nowra, Shoalhaven, Queanbeyan, Snowy River, Tallanganda, Tumut, Worrige, Yarrowluml, Yass or Young local government areas.

**Fee Schedule** means a list of Charges referred to in this Energy Plan relevant to the Supply Address available at [agl.com.au](http://agl.com.au) or on request.

**Fixed Benefit Period** means the period of sale and Supply set out in the Offer or our most recent notice to you under clause 3.3(b), or as determined in accordance with clause 3.3(a).

**Fixed Benefit Period End Date** means the date the Fixed Benefit Period expires as set out in the Offer or our most recent notice to you under clause 3.3(b), or as determined in accordance with clause 3.3(a).

**General Terms** means these terms and conditions for the sale and Supply of Energy to you at the Supply Address, which form part of the Energy Plan.

**Last Resort Event** means an event that triggers the operation of the retailer of last resort scheme approved under the Regulatory Requirements, usually resulting from an Energy retailer no longer being able to sell Energy due to the suspension or revocation of their:

- (a) retail licence; or
- (b) right to acquire Energy from an Energy wholesale market.

**Meter** means an instrument that measures the quantity of Energy passing through it and includes associated equipment attached to the instrument to control or regulate the flow of Energy.

**Meter Service Provider** means any person (or company) who provides services on our or the Distributor's behalf in relation to:

- (a) Meters, including to Read, install, inspect, test, repair, maintain or remove Meters;
- (b) Meter data processing and transfer; and
- (c) the sale and Supply of Energy under this Energy Plan.

**MIRN** means, where the Supply Address is located in Victoria, South Australia or Queensland, the 'Metering Identification Registration Number' which links your gas Meter with the Supply Address.

**NMI** means the 'National Meter Identifier' which links your electricity Meter with the Supply Address.

**Offer** means the offer letter or other offer document provided to you in relation to this Energy Plan (including our written confirmation of any oral offer that you accepted).



**Pay On Time Discount** means the discount applicable to your Energy Plan specified as such in the Offer or our most recent notice to you under clause 3.3(b), or as determined in accordance with clause 3.3(a).

**Personal Information** means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

**Reading** means a physical inspection of a Meter, or processed data from an interval Meter, which indicates at a point in time the quantity of Energy that has passed through the Meter.

**Reconnection** has the meaning given in clause 11(a).

**Refundable Advance** means an amount of money or other arrangement acceptable to us as security against you defaulting on a final bill.

**Regulatory Requirements** means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, licence conditions, codes, guidelines or standards applicable from time to time in the State in which the Supply Address is located.

**Responsible** means where a retailer is financially responsible for Energy Supplied for the purposes of settlement of a relevant wholesale Energy market.

**Scheduled Meter Reading** means where we obtain a Meter Reading at a time that equates to your Usual Billing Cycle.

**Small Business Customer** means a Small Customer who is not a Small Residential Customer.

**Small Customer** means, in respect of a supply address, a customer as prescribed under the Regulatory Requirements.

**Small Residential Customer** means a Small Customer who acquires Energy principally for personal, household or domestic use at the Supply Address.

**Special Meter Reading** means where we obtain a Meter Reading at a time other than the time of a Scheduled Meter Reading.

**Standard Retail Contract** means a contract for the sale and Supply of Energy applicable to a Supply Address, required to be offered to you under the Regulatory Requirements.

**Supply** means the delivery of Energy by a Distributor via its Distribution System to a supply address, and the provision of any related services.

**Supply Address** means the address at which you purchase Energy from us under this Energy Plan, and where there is more than one Supply point and/or connection point to the Distribution System at that address, each Supply point and/or connection point through which you purchase Energy.

**Supply Commencement Date** has the meaning given in clause 2.2(a).

**Tax** means any present or future royalty, tax, levy, impost, deduction, carbon or greenhouse gas emission (or similar) tax, assessment, reduction, charge, excise, fee, withholding or duty of any nature imposed by any government, or any governmental, semi-governmental or other body authorised by the law (other than a tax imposed on the overall net income of AGL).

**Term** means the period of time set out in the Offer for which we will sell and arrange Supply of Energy to you under this Energy Plan, which starts on the Supply Commencement Date and ends on the End Date.

**Tweed Supply Area** means the supply district specified in the endorsement attached to AGL Sales Pty Limited's supply authorisation in accordance with the Gas Supply Act 1996 (NSW).

**Usual Billing Period** has the meaning given in clause 8.1(a).

## 18.2 Interpretation.

In this Energy Plan, unless the context otherwise requires:

- (a) headings are for convenience and do not affect the interpretation of this Energy Plan;

- (b) words importing the singular include the plural and vice versa;
- (c) all references to 'include' or 'including' or 'for example' are non-exhaustive and do not imply any limitation;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Energy Plan;
- (f) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (g) a reference to a person includes that person's:
- (i) executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
  - (ii) officers, employees, contractors, agents or other representatives;
- (h) when capitalised, grammatical forms of a word or phrase defined in this Energy Plan have a corresponding meaning;
- (i) a period of time which:
- (i) dates from a given day, or the day of an act or event, is to be calculated exclusive of that day; or
  - (ii) commences on a given day, or the day of an act or event, is to be calculated inclusive of that day;
- (j) an event which is required under this Energy Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day;
- (k) any discretion that we have under this Energy Plan will be exercised by us on reasonable grounds, including considerations relating to:
- (i) whether circumstances were beyond your reasonable control, or were accidental but not negligent;
  - (ii) your history with us, including your conduct under this Energy Plan and any previous contract with us for the sale and Supply of Energy;
  - (iii) our evaluation of the likelihood that you will fulfil your obligations under this Energy Plan in the future; and
  - (iv) the consistent application of AGL's policies applying to similar Customers in similar circumstances (including departing from these policies in relevantly different circumstances), and
- (l) to the extent of any inconsistency, documents making up this Energy Plan take precedence in the following order:
- (i) any applicable Ancillary Product terms and conditions;
  - (ii) the Offer;
  - (iii) the applicable schedule (if any);
  - (iv) these General Terms;
  - (v) the Fee Schedule; and
  - (vi) any other document or part thereof incorporated by reference in these General Terms.





# Spare some energy to read me.

Please read this booklet to find out more about what it means to be an AGL customer.

If you have any questions, you can always call us on **131 245** (residential) or **133 835** (business).

Effective  
1 July 2012.

Energy in  
action®



- > Standard Retail Contract Terms and Conditions – page 2.
- > Privacy Policy – page 9.
- > Dispute Resolution – page 12.

# Standard Retail Contract Terms and Conditions.

Energy in  
action.

AGL

## Can we help?

If you have any questions about the information provided here, or you would like to know how to be more energy efficient, please call us on **131 245** (residential) or **133 835** (business), visit [www.agl.com.au](#) or complete an [Energy Efficiency Survey](#).

### Arabic

هل تحتاج لترجم؟ اتصل على الرقم أدناه:

### Spanish

¿Necesita un intérprete? Llame al número indicado abajo.

### Italian

Se vi serve un interprete, telefonate al seguente numero.

### Greek

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

### Croatian

Trebate li pomoć tumača? Nazovite niže navedeni broj.

### Vietnamese

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

### Chinese

如果您需要傳譯員的幫助，請致電以下號碼。

For language assistance please call **131 245**.

AGL Retail Energy Limited ABN 21 074 839 464

AGL Sales Pty Limited ABN 88 090 538 337

AGL Sales (Queensland) Pty Limited ABN 85 121 177 740

AGL South Australia Pty Limited ABN 49 091 105 092

## Contents.

1. The parties.. . . . .	3
2. Definitions and interpretation. . . . .	3
3. Do these terms and conditions apply to you? . . . . .	3
4. What is the term of this contract? . . . . .	3
5. Scope of this contract. . . . .	3
6. Your general obligations. . . . .	4
7. Our liability. . . . .	4
8. Price for energy and other services. . . . .	4
9. Billing. . . . .	4
10. Paying your bill. . . . .	5
11. Meters. . . . .	5
12. Undercharging and overcharging. . . . .	5
13. Security deposits. . . . .	5
14. Disconnection of supply. . . . .	6
15. Reconnection after disconnection. . . . .	6
16. Wrongful and illegal use of energy. . . . .	6
17. Notices and bills. . . . .	6
18. Privacy Act notice. . . . .	6
19. Complaints and dispute resolution. . . . .	6
20. Force Majeure. . . . .	7
21. Applicable law. . . . .	7
22. Retailer of last resort event. . . . .	7
23. General. . . . .	7
24. Simplified explanation of terms. . . . .	7

## Terms and conditions for Standard Retail Contracts.

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

More information about this contract and other matters is on our website [agl.com.au](http://agl.com.au)

### 1. The parties.

This contract is between:

AGL who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

### 2. Definitions and interpretation.

(a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.

(b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

### 3. Do these terms and conditions apply to you?

#### 3.1 These are our terms and conditions.

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

#### 3.2 Application of these terms and conditions.

These terms and conditions apply to you if:

- (a) you are a residential customer; or
- (b) you are a business customer who is a small customer; and
- (c) you request us to sell energy to you at your premises; and
- (d) you are not being sold energy for the premises under a market retail contract.

#### 3.3 Electricity or gas.

Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

## 4. What is the term of this contract?

### 4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

### 4.2 When does this contract end?

- (a) This contract ends:
  - (i) if you give us a notice stating you wish to end the contract – subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days notice; or
  - (ii) if you are no longer a small customer –
    - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days notice; or
    - (B) if you have not told us of a change in the use of your energy – from the time of the change in use; or
  - (iii) if we both agree to a date to end the contract – on the date that is agreed; or
  - (iv) if you start to buy energy for the premises from us or a different retailer under a customer retail contract – on the date the customer retail contract starts; or
  - (v) if a different customer starts to buy energy for the premises – on the date that customer's contract starts; or
  - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection – 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

### 4.3 Vacating your premises.

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

## 5. Scope of this contract.

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) In return, you agree:
  - (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this contract; and
  - (iii) to meet your obligations under this contract and the energy laws.

### 5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract.



## 6. Your general obligations.

### 6.1 Full information.

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 6.2 Updating information.

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

### 6.3 Life support equipment.

- (a) If a person living at your premises requires life support equipment, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us or your distributor if the life support equipment is no longer required at the premises.

### 6.4 Obligations if you are not an owner.

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## 7. Our liability.

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

## 8. Price for energy and other services.

### 8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note: We do not impose any charges for the termination of this contract.

### 8.2 Changes to tariffs and charges.

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts. We will also include details with your next bill if the variation affects you.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

### 8.3 Variation of tariff due to change of use.

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- (a) if you notify us there has been a change of use – from the date of notification; or

- (b) if you have not notified us of the change of use – retrospectively from the date the change of use occurred.

### 8.4 Variation of tariff or type of tariff on request.

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
  - (i) transfer you to that other tariff within 10 business days; or
  - (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

### 8.5 Changes to tariffs or type of tariff during a billing cycle.

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

### 8.6 GST.

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 9. Billing.

### 9.1 General.

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

### 9.2 Calculating the bill.

Bills we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and
- (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

### 9.3 Estimating the energy usage.

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
  - (i) clearly state on the bill that it is based on an estimation; and
  - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.





- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

## 9.4 Your historical billing information.

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

## 9.5 Bill smoothing.

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

## 10. Paying your bill.

### 10.1 What you have to pay.

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

### 10.2 Issue of reminder notices.

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

### 10.3 Difficulties in paying.

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

### 10.4 Late payment fees.

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website. This clause does not apply where your premises is located in Victoria.

## 11. Meters.

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

## 12. Undercharging and overcharging.

### 12.1 Undercharging.

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and
  - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

### 12.2 Overcharging.

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

### 12.3 Reviewing your bill.

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## 13. Security deposits.

### 13.1 Security deposit.

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

### 13.2 Interest on security deposits.

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

### 13.3 Use of a security deposit.

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:
  - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
  - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

### 13.4 Return of security deposit.

- (a) We must return your security deposit and any accrued interest in the following circumstances:



- (i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
  - (ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

## 14. Disconnection of supply.

### 14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

### 14.2 Notice and warning of disconnection.

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

### 14.3 When we must not arrange disconnection.

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
  - (i) on a business day, if your premises is located within:
    - (A) New South Wales, Queensland or South Australia, before 8.00am or after 3.00pm;
    - (B) Victoria and you are a business customer, before 8.00am or after 3.00pm;
    - (C) Victoria and you are a residential customer, before 8.00am or after 2.00pm; or
  - (ii) on a Friday or the day before a public holiday; or
  - (iii) on a weekend or a public holiday; or
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
  - (v) if you are being disconnected under clause 14.1 (a), during an extreme weather event.
- (b) Your premises may be disconnected within the protected period:
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a relevant authority; or
  - (iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or
  - (v) if you request us to arrange disconnection within the protected period; or
  - (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
  - (vii) where the premises are not occupied.

## 15. Reconnection after disconnection.

- (a) We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:
  - (i) you ask us to arrange for reconnection of your premises; and
  - (ii) you rectify the matter that led to the disconnection; and
  - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

## 16. Wrongful and illegal use of energy.

### 16.1 Use of energy.

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 17. Notices and bills.

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 2 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 18. Privacy Act notice.

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our Privacy Officer.

## 19. Complaints and dispute resolution.

### 19.1 Complaints.

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.



## 19.2 Our obligations in handling complaints.

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the relevant energy Ombudsman, which means if your premises is located within:
  - (i) Australian Capital Territory: the ACT Civil and Administrative Tribunal
  - (ii) New South Wales: the Energy and Water Ombudsman NSW
  - (iii) Queensland: the Energy and Water Ombudsman QLD
  - (iv) South Australia: the Energy Industry Ombudsman SA
  - (v) Victoria: the Energy and Water Ombudsman Victoria.

## 20. Force Majeure.

### 20.1 Effect of force majeure event.

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### 20.2 Deemed prompt notice.

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 20.3 Obligation to overcome or minimise effect of force majeure event.

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

### 20.4 Settlement of industrial disputes.

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## 21. Applicable law.

The laws in force in the state in which your premises is located govern this contract.

## 22. Retailer of last resort event.

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this contract will come to an end.

## 23. General.

### 23.1 Our obligations.

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and

- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

## 23.2 Amending this contract.

- (a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must publish any amendments to this contract on our website.

## 24. Simplified explanation of terms.

**AGL** means, if your premises is located in:

- (a) Australian Capital Territory, Victoria, Queensland or Tweed Supply Area: AGL Sales Pty Limited (ABN 88 090 538 337) of Level 22, 120 Spencer Street, Melbourne VIC 3000;
- (b) South Australia: AGL South Australia Pty Limited (ABN 49 091 105 092) of 226 Greenhill Road, Eastwood SA 5063;
- (c) New South Wales and the relevant Energy is:
  - (i) electricity, AGL Sales Pty Limited (ABN 88 090 538 337) of Level 22, 120 Spencer Street, Melbourne VIC 3000; or
  - (ii) gas, AGL Retail Energy Limited (ABN 21 074 839 464) of Level 22, 101 Miller Street, North Sydney NSW 2060;

**billing cycle** means the regular recurrent period for which you receive a bill from us;

**business day** means a day other than a Saturday, a Sunday or a public holiday;

**customer** means a person who buys or wants to buy energy from a retailer;

**customer connection contract** means a contract between you and your distributor for the provision of customer connection services;

**designated retailer** means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

**disconnection** means an action to prevent the flow of energy to the premises, but does not include an interruption;

**distributor** means the person who operates the system that connects your premises to the distribution network;

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

**energy** means electricity or gas;

**energy laws** means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

**force majeure event** means an event outside the control of a party;

**GST** has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth));

**National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory;

**relevant authority** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

**residential customer** means a person who purchases energy principally for personal, household or domestic use at their premises;



**retailer** means a person that is authorised to sell energy to customers;

**RoLR** event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law;

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

**small customer means:**

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

**standing offer prices** means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

**Tweed Supply Area** means the supply district specified in the endorsement attached to AGL Sales Pty Limited's supply authorisation in accordance with the Gas Supply Act 1996 (NSW).





# Privacy Policy.

We understand the importance of protecting your personal information. Here's how we do it.

Energy in action.



## Can we help?

If you have any questions about the information provided here, or you would like to know how to be more energy efficient, please call us on **131 245** (residential) or **133 835** (business), visit [www.agl.com.au/privacy](#) or complete an [online form](#).

**Arabic**  
هل تحتاج مترجم؟ اتصل على الرقم أدناه:  
**Spanish**  
¿Necesita un intérprete? Llame al número indicado abajo.  
**Italian**  
Se vi serve un interprete, telefonate al seguente numero.  
**Greek**  
Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.  
**Croatian**  
Trebate li pomoć tumača? Nazovite niže navedeni broj.  
**Vietnamese**  
Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.  
**Chinese**  
如果您需要傳譯員的幫助，請致電以下號碼。

For language assistance please call **131 245**.

AGL Retail Energy Limited ABN 21 074 839 464  
AGL Sales Pty Limited ABN 88 090 538 337  
AGL Sales (Queensland) Pty Limited ABN 85 121 177 740  
AGL South Australia Pty Limited ABN 49 091 105 092

## Contents.

1. Why does AGL Energy collect personal information?	10
2. What types of personal information does AGL Energy collect?	10
3. How does AGL Energy use and disclose personal information?	10
4. Note for shareholders.	11
5. Does AGL Energy collect sensitive information?	11
6. Management of personal information.	11
7. Accessing your personal information.	11
8. Complaints about an interference with privacy.	11
9. How to contact us.	11
10. Updates to this Policy.	11

## Making information easier to access.

We have made the information provided here easier to access by including 'quick links' within the text. When you roll your cursor over any of the contents or website URLs, you will notice they become highlighted or underlined. This means they are an active 'quick link'. Just click on the link and it will take you directly to the appropriate section of this document or the web page referred to.

## The AGL Privacy Policy.

The AGL Energy group comprises the companies set out in the AGL Energy Group of Companies list. All references to 'AGL Energy', 'we', 'us' and 'our' in this Privacy Policy apply to these companies.

AGL Energy is bound by the National Privacy Principles (Principles) contained in the Privacy Act 1988 (Privacy Act). The Principles are designed to protect the confidentiality of information and the privacy of individuals by regulating the way personal information is managed. Personal information is, generally, information or an opinion relating to an individual, which can be used to identify that individual.

### 1. Why does AGL Energy collect personal information?

AGL Energy collects certain personal information in order to understand and meet the needs of customers and provide the products and services they require.

### 2. What types of personal information does AGL Energy collect?

The types of personal information that we collect may include information about:

- (a) customers
- (b) shareholders
- (c) suppliers
- (d) employees
- (e) personal contacts at corporate clients or suppliers
- (f) applicants for employment with AGL Energy, and
- (g) other people who come into contact in the ordinary course of business.

This information is collected in a variety of ways, including by way of personal contact such as business activities and events, as well as mail, telephone, email and internet. Please note that our websites do not provide systems for secure transmission across the internet, except where indicated.

We may also collect and use personal information available from public sources, such as telephone listings, and from private sources where it is necessary to identify customers. For example, builders and real estate agents may provide details of new occupants and tenants who are using gas and/or electricity.

**Employee exemption:** Companies within the AGL Energy Group are not bound by the Principles in relation to handling of their own current or former employees' records, if those records relate directly to the employment relationship. Where employee records are handled by other companies within the AGL Energy Group, the Group will observe the Principles.

### 3. How does AGL Energy use and disclose personal information?

In general, AGL Energy may use or disclose personal information for the following purposes:

- (a) to provide products and services to customers
- (b) to service shareholders
- (c) to communicate with contractors and suppliers
- (d) to provide administration for employees within the AGL Group
- (e) to help manage and enhance our products and services, including by surveying customers on their future needs
- (f) to consider applications for employment, and
- (g) to comply with legal obligations.

We also use your personal information to promote and market products and services to you, including through electronic methods such as email and SMS. This is to keep you informed of products, services and special offers, and may continue after you cease to acquire services from us.

If you do not wish for us to contact you to promote and market products, services and special offers (whether it be through electronic methods or otherwise), or if you have subscribed to any of our newsletters or subscriptions and no longer wish to receive such communications, please call **131 245**.

Also, if you are the contact person for a customer or supplier, we may use your personal information such as your name to manage our relationship with your organisation.

Depending on the product, service or issue concerned, we may disclose personal information to:

- (a) service providers and specialist advisers who have been contracted to provide administrative, financial, research or other services
- (b) insurers, credit providers, courts, tribunals and regulatory authorities (including the Australian Tax Office) as required or authorised by law
- (c) credit reporting or reference agencies or insurance investigators, or
- (d) anyone authorised by an individual, as specified by that individual or the contract.

We may give personal information about you to a credit reporting agency, whether before, during or after the provision of credit to you, for the following purposes:

- (a) to obtain a consumer credit report about you, and/or
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about you.

However, the information that we are permitted to give to a credit reporting agency is limited to:

- (a) your name, sex, date of birth, current address and previous two addresses
- (b) the name of your employer
- (c) your drivers licence number
- (d) the fact that you have applied for credit and the amount
- (e) the fact that AGL Energy is a current credit provider to you
- (f) information that, in our opinion, suggests you have committed a serious credit infringement (that is, that you have acted fraudulently or shown an intention not to comply with your credit obligations)
- (g) the fact that a cheque drawn by you has been dishonoured more than once.



#### 4. Note for shareholders.

If you are a shareholder of one of the companies within the AGL Energy Group, you may be required to provide us with your tax file number, which is kept securely on the relevant share register. In accordance with Australian tax laws, we may provide certain advice to the Australian Tax Office, including dividend information.

Section 173 of the Corporations Act 2001 requires each of our companies to grant access on request to their share register. The share register sets out all shareholders' names, addresses and shareholdings. We may provide information from the share register to meet specific requests such as identifying the top 100 shareholders. Shareholder information is not knowingly disclosed for purposes other than those which we consider to be in the interests of the shareholder, the investor market, brokers, financial journals and market analysts.

AGL Energy may disclose your personal information to your stockbroker, accountant, a family member or other person who you have authorised to be contacted on your behalf. In those circumstances, you will be required to identify that party as your authorised agent.

#### 5. Does AGL Energy collect sensitive information?

We will obtain your consent prior to collecting, using or disclosing your sensitive information, unless the collection of the information is required by law. Sensitive information is information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health information.

#### 6. Management of personal information.

AGL Energy has implemented appropriate technological and organisational measures to assist us in ensuring that the personal information we hold about you is accurate and up-to-date. We realise however that your personal information may change frequently with changes of address and personal circumstance. Please contact us promptly by a method set out in Section 9 of this Policy to inform us of any changes to your personal information.

We expect our employees and contractors who handle personal information to comply with the Privacy Act and will take appropriate action in response to breaches of the obligations imposed by the Principles. Although we seek to engage external service providers who also comply with these requirements, we do not accept responsibility for the misuse of personal information by these third parties.

#### 7. Accessing your personal information.

Under the Principles, you usually have the right to obtain a copy of any personal information which AGL Energy holds about you and to advise us of any perceived inaccuracy. We will consider any recommendation by you to change or correct information and advise you of the action taken. You may request to access your personal information by contacting us by a method set out in Section 9 of this Policy. Depending upon the personal information you seek, you may be asked:

- (a) to complete an Information Request Form
- (b) to verify your identity in writing, and/or
- (c) if the inquiry involves extensive administration time or resources, to pay a fee. If this is the case, we will advise the likely cost in advance and can help refine your request if required.

Please note that in circumstances prescribed by the Privacy Act, you may be refused access to your personal information (for example, if providing access would be unlawful or would have an unreasonable impact upon the privacy of other individuals).

#### 8. Complaints about an interference with privacy.

If you consider that any action taken by AGL Energy breaches this Privacy Policy or the Principles, you can make a complaint by contacting us by a method set out in Section 9 of this Policy. We will endeavour to act promptly in response to a complaint.

#### 9. How to contact us.

You can contact the AGL Energy Group about a privacy-related issue by phone, post or by filling in our online enquiry form.

Phone: **131 245**

Address: AGL Energy Limited, Customer Advocacy,  
Locked bag 14120 MCMC Vic 8001

#### 10. Updates to this Policy.

Our Privacy Policy will be reviewed from time to time to take into account new laws and technology, changes to our operations and practices and the changing business environment.

The current version is accessible at [agl.com.au](http://agl.com.au)



# Dispute Resolution Policy.

Not satisfied?  
We want to hear from you  
so we can make things right.

Energy in  
action.

AGL

## How to contact us if you have a concern.

If you have a concern with any aspect of AGL's service or products, please call us on **131 245** (residential), **133 835** (small and medium business) or **1300 785 739** (industrial and commercial business customers). Alternatively, write to AGL Energy, Customer Services, Locked Bag 14120 MCMC, Melbourne VIC 8001.

**Arabic**  
هل تحتاج لترجم؟ اتصل على الرقم أدناه:  
**Spanish**  
¿Necesita un intérprete? Llame al número indicado abajo.  
**Italian**  
Se vi serve un interprete, telefonate al seguente numero.  
**Greek**  
Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.  
**Croatian**  
Trebate li pomoć tumača? Nazovite nize navedeni broj.  
**Vietnamese**  
Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.  
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## Contents.

1. **How our Complaint Handling and Dispute Resolution Procedure works. . . . . 13**
2. **How to raise your concerns. . . . . 13**
3. **How to get in touch with your Ombudsman. . . . . 13**

## Making information easier to access.

We have made the information provided here easier to access by including 'quick links' within the text. When you roll your cursor over any of the contents or website URLs, you will notice they become highlighted or underlined. This means they are an active 'quick link'. Just click on the link and it will take you directly to the appropriate section of this document or the web page referred to.



## 1. How our Complaint Handling and Dispute Resolution Procedure works.

If you have a complaint with any aspect of AGL's service or products, please call us or write to us so that we can resolve your concerns. Our aim is to do this as quickly as we can. On some occasions we'll be able to do this at the time you call. However, more complex problems may need to be looked into further before we can get back to you. If this is the case, we'll try to resolve your complaint within 28 days of your original telephone call or receiving your letter. During this time if we need further information from you, we'll contact you and you can always call us for an update on how we're going with the resolution.

## 2. How to raise your concerns.

### By phone.

Please call us on these numbers to discuss any concern you have about AGL's service or products.

Residential customers	<b>131 245</b>
Small and medium business customers	<b>133 835</b>
Industrial and commercial business customers	<b>1300 785 739</b>

### By letter.

If you prefer, write to us at the following address with the details of your complaint and we will aim to provide an initial response within two business days of receiving your letter.

AGL Energy  
Customer Services  
Locked Bag 14120 MCMC  
Melbourne VIC 8001

### Taking your concern to a higher level.

If you're not happy at any stage with the way we are investigating your concern, you may have your complaint handled at a higher level by the relevant manager. You may request this at any time by calling or writing to us.

### Taking your concern to the Ombudsman.

We are a member of the relevant Ombudsman Scheme in the States in which we sell gas or electricity. After attempting to resolve your complaint with us, if you're not satisfied with our efforts, you may contact the relevant State Ombudsman to review your complaint and our attempted resolution.

A complaint is an expression of dissatisfaction made to us whereby a resolution or response is expected (either explicitly or implicitly). It may be related to our products, services, policies, procedures or the complaints-handling process.

## 3. How to get in touch with your Ombudsman.

### ACT

ACT Civil and Administrative Tribunal

**Mail:** DX5691, GPO Box 370, Canberra ACT 2601

**Phone:** (02) 6207 7740

**Fax:** (02) 6205 4855

**Email:** ACATenergycomplaints@act.gov.au

**Web:** www.acat.act.gov.au

### NSW

Energy and Water Ombudsman NSW

**Mail:** Reply Paid K1343, Haymarket NSW 1239

**Phone:** 1800 246 545

**Fax:** 1800 812 291

**Email:** omb@ewon.com.au

**Web:** www.ewon.com.au

### Queensland

Energy and Water Ombudsman Queensland

**Mail:** PO Box 3640, South Brisbane QLD 4101

**Phone:** 1800 662 837

**Fax:** (07) 3227 7068

**Email:** complaints@ewoq.com.au or info@ewoq.com.au

**Web:** www.eoq.com.au

### South Australia

Energy Industry Ombudsman SA

**Mail:** GPO Box 2947, Adelaide SA 5001

**Phone:** 1800 665 565

**Fax:** 1800 665 165

**Email:** contact@eiosa.com.au

**Web:** www.eiosa.com.au

### Victoria

Energy and Water Ombudsman Victoria

**Mail:** Reply Paid 469, Melbourne VIC 8060

**Phone:** 1800 500 509

**Fax:** 1800 500 549

**Email:** ewovinfo@ewov.com.au

**Web:** www.ewov.com.au

