

Arabic

هل تحتاج لمترجم؟ 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。

Language Assistance 131 245

**We can provide you with free information
on efficient energy consumption on request**

131 245

www.agl.com.au

AGL Retail Energy Limited ABN 21 074 839 464

AGL Sales Pty Limited ABN 88 090 538 337

AGL General Terms for Gas and Electricity

For Residential and Small Business
Customers in New South Wales



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1 NEGOTIATED SUPPLY CONTRACT

1.1 About your Energy Plan

1.1.1 These are the General Terms that apply to the gas and/or electricity which we supply to you. These Terms, and any Offer that we make which refers to them and incorporates them, form a negotiated Contract between you and us ("Energy Plan") for the Supply of:

- (a) natural gas ("gas") only;
- (b) electricity only; or
- (c) both gas and electricity,

as set out in the Offer or as selected by you in accordance with the Offer. The terms of the Offer will prevail over these General Terms to the extent of any inconsistency.

1.1.2 If you have an existing connection to a gas or electricity network, then as long as you are not bound by contractual restrictions, you have the right to enter into a standard form contract with the standard gas and electricity suppliers for your district instead of this Energy Plan. AGL is the standard gas supplier for the greater Sydney metropolitan area as well as certain regional areas of NSW. The standard electricity supplier for your district is the electricity Distributor set out in the Offer or a retailer associated with that Distributor.

1.2 About the Gas and Electricity Supply Acts

1.2.1 This Energy Plan complies with the applicable provisions of the Gas Supply Act 1996, the Electricity Supply Act 1995, the Gas Supply (Natural Gas Retail Competition) Regulation 2001, the Electricity Supply (General) Regulation 2001 ("Applicable Legislation") and other instruments made under those Acts.

1.2.2 If you require a copy of this Energy Plan or any document incorporated by reference in it we will send it to you free of charge as soon as practicable after we receive your request. If you make a subsequent request for a copy of any of these documents we will send it to you for a charge to cover the printing and mailing costs. If you require a copy of any document referred to in this Energy Plan or any Applicable Legislation we will send it to you as soon as practicable after we receive your request for a charge to cover the printing and mailing costs.

1.3 Definitions and Interpretation

1.3.1 The glossary set out in clause 13 of these General Terms provides the meanings of certain words used in this Energy Plan and the rules of interpretation applying to this Energy Plan.

1.4 Multiple Supply Addresses

1.4.1 Where the Offer states, or we otherwise agree, that this Energy Plan will apply to multiple Supply Addresses:

- (a) a single reference to a Supply Address in this Energy Plan is a reference to all of those Supply Addresses; and

- (b) so as to avoid doubt, if this Energy Plan is terminated in respect of one or more Supply Addresses, the Energy Plan will continue in relation to those other Supply Addresses.

2. SUPPLY COMMENCEMENT AND TERM

2.1 Cooling-off Period

2.1.1 This Energy Plan is subject to a Cooling-off Period of ten Business Days, commencing on the date of your acceptance of the Offer (though the Offer may provide for a shorter Cooling-off Period if permitted by Regulatory Requirements).

2.1.2 You can cancel this Energy Plan without penalty by sending written notice at any time before the end of the Cooling-off Period to

- (a) AGL Customer Service 72 Christie St, St Leonards 2065; or
- (b) fax to 1300 662 245.

2.1.3 If you cancel this Energy Plan during the Cooling-off Period, then unless this Energy Plan involves a new connection service the Energy Plan will have no effect and you will continue to be supplied with gas and/or electricity under any current arrangements with us or with other suppliers.

2.1.4 If this Energy Plan involves a new connection service and supply has commenced, then termination will not take effect until:

- (a) the Supply Address is disconnected; or
- (b) supply has commenced under another customer supply arrangement in respect of the Supply Address.

2.2 Connection to Distribution Networks

2.2.1 In accordance with all applicable Regulatory Requirements, the supply of gas and/or electricity under this Energy Plan depends on the Supply Address being connected to the gas and/or electricity Distribution Systems (as applicable). Each Distribution System is operated by the relevant Distributor, which may be an AGL business unit separate from us, a company related to us or a company unrelated to us.

2.2.2 In relation to gas, we will obtain connection and distribution services from the Distributor in order to supply you with gas under this Energy Plan. Any charges imposed by the Distributor for these services will either be directly passed through to you or be built into the bundled charges payable under this Energy Plan. If the Supply Address is not currently supplied with gas, we will use our Best Endeavours to connect the Supply Address to the gas Distribution System in accordance with all Regulatory Requirements, and will pass through to you any charges for this connection.

2.2.3 In relation to electricity, the relevant Distributor will directly provide you with connection and distribution services under a standard form or negotiated connection contract. Unless we agree otherwise, we will issue bills and collect payments in relation to these services on behalf of the Distributor, together with the other charges payable under this Energy

Plan. If the Supply Address is not currently supplied with electricity, we will use our Best Endeavours to arrange your connection to the electricity Distribution System, and may bill you for this connection on behalf of the Distributor.

2.3 Supply Commencement Date

2.3.1 Subject to this clause, the Supply Commencement Date will be as specified in the Offer. There may be separate Supply Commencement Dates in relation to gas and electricity.

2.3.2 If no Supply Commencement Date is specified in the Offer, we will not be obliged to supply gas and/or electricity to you until the following conditions are satisfied:

- (a) the Cooling-off Period set out in clause 2.1 has expired (unless this Energy Plan involves a new connection service);
- (b) all necessary transfers have been completed to allow us to supply you with gas and/or electricity in accordance with the Regulatory Requirements;
- (c) you are connected to the relevant Distribution Systems in accordance with the Regulatory Requirements as set out in clause 2.2;
- (d) all relevant pipe work, cables and appliances at the Supply Address are certified as complying with all necessary Regulatory Requirements, and there is a suitable Meter available for our use; and
- (e) if requested by us, you have provided to our satisfaction:
 - (i) acceptable identification, billing details, and information concerning the appliances installed in the address and the anticipated usage of the appliances;
 - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent;
 - (iii) a security deposit, refundable advance or bank guarantee; and
 - (iv) payment of, or arrangements to pay, all amounts owing by you to us under other arrangements, other than a debt which is the subject of an unresolved dispute.
- (f) in the case of a new customer transferring to AGL, if we are legally entitled to transfer you to AGL based on an estimate, we shall do so. Otherwise the transfer will be delayed until the next Meter read which may be a period of up to three months.

2.3.3 We may charge you an establishment fee as set out in the Offer if you do not currently acquire gas and/or electricity from us at the Supply Address.

2.3.4 If, before entering into this Energy Plan, you were supplied with gas and/or electricity by us under a new occupant supply arrangement or approved last resort supply arrangement, then aside from anything else in this clause, the Offer may specify a Supply Commencement Date occurring at any time during the period of that supply.

2.4 Term of Supply

2.4.1 We will supply you gas and/or electricity in accordance with this Energy Plan from each relevant Supply Commencement Date until the End Date specified in the Offer. There may be separate Energy Plan Terms in relation to gas and/or electricity.

2.4.2 At least one month, but no more than two months, before the expiry of the term of your Energy Plan, we will:

- (a) notify you that the term of your Energy Plan is about to expire, and the date of that expiry;
- (b) notify you of the charges, terms and conditions that will apply to you if you do not exercise any other option once the term of your Energy Plan has expired, which may include:
 - (i) the charges, terms and conditions of this Energy Plan, extended for an additional Energy Plan term;
 - (ii) any other charges, terms and conditions which we may determine; or
 - (iii) disconnection, in accordance with the guaranteed customer service standards specified in this Energy Plan. In this case, our decision will be based on:
 - (A) our estimates of the total direct and indirect costs of supplying gas and/or electricity to you for an additional period;
 - (B) the charges, terms and conditions applying or being offered to similar customers at the time; or
 - (C) both of these factors or any other relevant factor; and
- (c) notify you of your other options once the term of your Energy Plan has expired, which will include:
 - (i) entering into a standard form contract with your standard supplier;
 - (ii) entering into any negotiated contract offered to you by us or another supplier; or
 - (iii) requesting disconnection.

2.4.3 The Offer may set out in advance the charges, terms and conditions that will apply if you do not exercise any other option. However, this will not alter our obligation to send you this notice as set out above.

2.4.4 If you do not exercise any of the options in the manner set out in clause 2.4.2 above, before the expiry of the term of your Energy Plan, then from the expiry of the term of your Energy Plan the charges, terms and conditions set out in the notice will apply and will form a new Energy Plan.

3. TERMINATION

3.1 When does the Early Termination Fee apply?

3.1.1 If this Energy Plan is terminated before the expiry of the term of your Energy Plan, we may charge you an Early Termination Fee set out in the Offer to reflect our costs of processing the termination and any other loss or damage suffered by us due to your early termination. Reasons for early termination may include situations such as:

- (a) you moving to a new address;
- (b) you agreeing to purchase gas and/or electricity from another retailer;
- (c) for Residential Customers, moving out of the Supply Address and no longer being responsible for the purchase of gas and/or electricity at any address; and
- (d) for Business Customers, ceasing to carry on a business at the Supply Address, becoming insolvent (this Energy Plan does not terminate if you have a change in control of your ownership).

3.1.2 If you are terminating this Energy Plan because you are moving to a new address, we will waive the Early Termination Fee if we offer to

sell you gas and/or electricity at your new address and you accept that offer.

3.2 Consequences of Termination

3.2.1 Any termination of this Energy Plan in respect of a particular energy type (that is, gas and/or electricity) will result in a termination in respect of the other energy type. Termination in respect of the other energy type will not take effect until:

- (a) we have given you written notice stating:
 - (i) that if you wish to continue to be supplied with that energy source, you must arrange supply under a customer supply contract with us or another supplier;
 - (ii) whether or not you are entitled to choose to take supply from a standard supplier under a standard form contract, and the name and contact details of that standard supplier if it is not us; and
 - (iii) the circumstances in which we may arrange for discontinuation of supply and the date on or after which supply may be disconnected (which must be after giving you a reasonable time – and at least 21 days from the date of the notice – to enter into a new customer supply arrangement); and
- (b) either:
 - (i) supply has commenced under another customer supply arrangement at the Supply Address; or
 - (ii) the Supply Address is disconnected, at which time this Energy Plan will be terminated.

3.2.2 You are responsible for paying for all gas and/or electricity consumed at the Supply Address at the rates set out in this Energy Plan (as varied in accordance with clause 5) until this Energy Plan is terminated. Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Energy Plan.

3.3 New Supply Arrangement with Us

3.3.1 If you enter into another supply arrangement with us, this Energy Plan will end when that arrangement begins. The new arrangement can only begin once any relevant Cooling-off Period has expired.

3.4 Request for Disconnection

3.4.1 You must give us at least three Business Days' notice in the case of gas, and 72 hours' notice in the case of electricity, of your desire that supply be disconnected. This includes where you intend to vacate or have vacated the Supply Address. This notice must include:

- (a) the date you are wanting to disconnect supply; and
- (b) if you are vacating the Supply Address, a forwarding address where we can send you a final bill.

3.4.2 Subject to clause 3.4.3, this Energy Plan will end on the later of:

- (a) three Business Days in the case of gas, and 72 hours in the case of electricity, after we become aware of your desire that supply be disconnected; and
- (b) the date set out in your notice to us.

3.4.3 This Energy Plan will terminate earlier than the date provided for in clause 3.4.2 in the following circumstances:

- (a) if we enter into a new supply arrangement with any person (including you) in relation to the same Supply Address, this Energy Plan will terminate when that person's obligation to pay under the new arrangement commences;
- (b) if the Supply Address is disconnected, this Energy Plan will terminate on disconnection; and
- (c) if another supplier becomes responsible for the gas and/or electricity supplied at the Supply Address under applicable Regulatory Requirements, this Energy Plan will terminate when the new supplier takes on that responsibility.

3.4.4 If you request AGL to disconnect your property from the gas and/or electricity networks, a service fee will apply which will reflect any direct costs arising from the disconnection. This includes any amount charged to us by the Distributor or another contractor or agent for providing services in relation to the disconnection, and our reasonable administration charges.

3.5 Transfer to Another Supplier

3.5.1 You or your new supplier must give us written notice of your intention to transfer to another supplier. This must include the earliest date on which you wish to transfer, which must be at least three Business Days after the date of your notice. Your transfer to another supplier may be delayed at least until the next scheduled Meter reading in accordance with Regulatory Requirements. In some cases you may request a Special Meter Reading.

3.5.2 If you wish to transfer to another supplier:

- (a) this Energy Plan will continue at the charges applying under this Energy Plan until your obligation to pay the other supplier under your new arrangements with that supplier begins; and
- (b) this Energy Plan will then terminate.

3.5.3 Aside from anything else in this Energy Plan, you are entitled to transfer or be transferred to another supplier if last resort supply arrangements under Regulatory Requirements are put in place in relation to you, and we are not entitled to be paid any compensation or other payment by you as a result of such a transfer.

3.6 Last Resort Arrangements

3.6.1 This Energy Plan will terminate on the completion of your transfer to another retailer under last resort supply arrangements in accordance with any Regulatory Requirements.

4. DISCONNECTION FOR BREACH

4.1 Non-payment

4.1.1 We may disconnect the Supply Address or request that the Distributor disconnect the Supply Address if you do not:

- (a) pay for any charges incurred at your current or any previous Supply Addresses; or
- (b) agree to an offer of an instalment plan or other payment option for such charges and do not adhere to your obligations to pay in accordance with an agreed payment plan.

4.1.2 If we become authorised to disconnect or request that the Distributor disconnect supply of gas and/or electricity to you on grounds arising under this Energy Plan or any Regulatory Requirement, then we will not take action to disconnect or request that the Distributor disconnect supply unless:

- (a) we have sent you at least two written notices at least one week apart of our intention to do so; and
- (b) we have made reasonable attempts to deal with you in person or by telephone, whether before or after sending any such notice, for the purpose of assisting you to do whatever is necessary to remove the grounds referred to in that notice.

4.1.3 In any notice, and in any dealings with you, we must:

- (a) specify the grounds authorising us to take the action proposed;
- (b) indicate the date on or after which the supply to the Supply Address may be discontinued if those grounds are not removed (this must be at a date no earlier than 14 days after the first such notice is sent);
- (c) advise you of your rights under the Energy Plan, in particular you have any rights to have the complaint or dispute referred to the Ombudsman for resolution; and
- (d) if the grounds authorising us to take the action proposed include your failure to pay money owed to us with respect to the provision of your connection services or the supply of gas and/or electricity, advise you of any Government funded rebate or relief schemes that are relevant to you, and any payment plan operated by us.

4.2 Denial of Access

4.2.1 We may disconnect the Supply Address or request that the

Distributor disconnect the Supply Address if, due to acts or omissions on your part, access to the Supply Address for the purpose of reading the Meter is not possible for three consecutive bills. The same applies if you have refused or failed to give an authorised officer access to the Supply Address or obstructed the officer in his or her functions under this Energy Plan.

4.3 Unauthorised or Illegal Access

4.3.1 If you have obtained supply of gas and/or electricity in a way that is not in accordance with this Energy Plan or any relevant Regulatory Requirements, we may immediately disconnect the Supply Address or request that the Distributor disconnect the Supply Address.

4.4 Refusal of Security

4.4.1 If you refuse to pay a refundable advance security deposit, or security levy or to provide a bank guarantee where they are required by us, we may disconnect the Supply Address or request that the Distributor disconnect the Supply Address.

4.5 Restrictions on Our Power to Disconnect

4.5.1 We will not disconnect the Supply Address or request that the Distributor disconnect the Supply Address except in accordance with the guaranteed customer service standards specified in this Energy Plan and any applicable Regulatory Requirements. In particular we will not disconnect the Supply Address:

- (a) while you have applied for a Government-funded rebate or relief scheme or a payment plan;
- (b) (in relation to electricity) where any Life Support Equipment that relies on electricity for its operation is in use at the Supply Address;
- (c) on a Friday, Saturday or Sunday;
- (d) on a public holiday or the day immediately preceding a public holiday; or
- (e) after 3:00pm on any other day.

4.6 Reconnection

4.6.1 If the Supply Address has been disconnected for any of the following reasons:

- (a) non-payment of a bill;
- (b) access to the Meter was refused;
- (c) for obtaining Supply in a way that does not comply with this Energy Plan; or
- (d) refusing to pay a refundable advance or security deposit or to provide a bank guarantee;

we will recommence supply at your request and on payment of a disconnection/reconnection fee (as specified below) if you have rectified the reason for disconnection within a reasonable time.

4.6.2 We will use our best endeavours to reconnect the Supply Address:

- (a) on the day of your request, if you contacted us before 3:00pm on a Business Day;
- (b) on the next Business Day after your request, if you contacted us after 3:00pm on a Business Day; or
- (c) on the day of your request, if you contacted us after 3:00pm on a Business Day but before the close of business, and you agree to pay our after hours reconnection fee (as specified below).

4.6.3 If we (or the Distributor or another contractor or agent) have been called out to disconnect the Supply Address for any of the reasons set out in clause 4.6.1 above, and the reason is rectified before we disconnect the Supply Address, then we may charge a call-out fee as specified below.

4.6.4 The reconnection/disconnection fee, after-hours reconnection fee and call-out fee referred to in this clause 4.6 will be:

- (a) the fee specified in the Offer; or
- (b) if no fee is specified in the Offer, an amount reflecting our direct costs arising from the disconnection, reconnection or call-out. This includes any amount charged to us by the Distributor or another contractor or agent for providing services in relation to the disconnection, connection or call-out, and our reasonable administration charges.

4.7 Exercise of Discretion

4.7.1 Where we have the right to disconnect the Supply Address, we may at our discretion elect not to do so based on:

- (a) the nature of the grounds under which our right to disconnect arise, including whether these grounds were beyond your reasonable control or were accidental but not negligent;
- (b) any factors arising from your history with us, including your conduct under this Energy Plan and any previous supply arrangements;
- (c) our evaluation of the likelihood that you will fulfil your obligations under this Energy Plan in the future; and
- (d) the consistent application of AGL's policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).

4.7.2 The exercise of our discretion not to disconnect the Supply Address is not a waiver of our right to do so, and we may decide to disconnect the Supply Address according to this Energy Plan at any time until the grounds for disconnection are rectified.

5. CHARGES AND VARIATIONS

5.1 Charges and Variations Set Out in Offer

5.1.1 The initial charges are as set out in the Offer. The Offer may also set out certain variations to the initial charges. You are not liable to pay any charge under this Energy Plan unless the amount of the charge or the basis for calculating the

charge is set out in this Energy Plan.

5.1.2 The basis for the calculation of charges under this Energy Plan will be:

- (a) if the Offer states a bundled rate (in cents per megajoule or "c/MJ", or cents per kilowatt-hour or "c/kWh") then the charges will be calculated by multiplying your gas and/or electricity consumption during the Billing Period (derived in accordance with clause 6.2) by that bundled rate;
- (b) if the Offer states separate rates of charges then the charges payable by you will be the sum of:
 - (i) for energy consumption rates, the amount resulting from multiplying your gas and/or electricity consumption during the Billing Period (derived in accordance with clause 6.2) by that energy consumption rate; and
 - (ii) for daily rates, the amount resulting from multiplying the number of days in the Billing Period by that daily rate;
- (c) if the Offer states different rates of charges for separate periods (such as an off-peak or peak rate) within a Billing Period for an energy consumption rate or a bundled rate, then the charges will be the sum of your gas and/or electricity consumption during any separate periods within the Billing Period (derived in accordance with clause 6.2) multiplied by the applicable energy consumption rate or bundled rate for that separate period.

5.2 Increases in Energy Costs

5.2.1 If the Offer provides for variations in the case of a change in gas and/or electricity costs, we may vary your charges to reflect any increase in our overall costs of purchasing, selling or supplying gas or electricity. This includes costs arising from increased price risk and our costs of minimising or meeting that price risk. It also includes increases due to:

- (a) the occurrence of any Force Majeure event under any third party contract to which we are a party;
- (b) the amendment, suspension or termination (either in whole or relating to any volume of electricity or gas) of any third party contract to which we are a party; or
- (c) any new amount or increase in any amount passed through to us by the other party to a third party contract to which we are a party to reflect a cost incurred by that party.

5.2.2 The amount of any such variation will be calculated by:

- (a) dividing the total amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) by the volume of energy purchased in relation to that customer segment; and
- (b) applying up to the resulting amount to the charges on the basis of cents per megajoule of gas or cents per kilowatt-hour of electricity consumed at the Supply Address.

5.3 Variations in Distribution Costs

5.3.1 If the Offer separately identifies that distribution charges or costs will be passed through to you or provides for variation in the case of a change in the distribution charges or costs payable to your Distributor in relation to the Supply of gas and/or electricity to your Supply Address during the Term, we may vary your charges to reflect any change in the amount of, or the basis for calculation of, those distribution charges or costs after the date of the Offer. This applies whether the changes are:

- (a) payable by us and reflected in our charges to you; or
- (b) payable directly by you and billed by us on behalf of the relevant Distributor.

5.3.2 The amount of any such variation under clause 5.3.1 will be calculated as follows:

- (a) if the Offer separately identifies distribution charges or costs to be passed through to you, the new charges or costs payable to your Distributor will simply be passed through to you;
- (b) where appropriate, by:
 - (i) apportioning the total estimated amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) across that customer segment; and
 - (ii) applying up to the resulting amount to the charges on the basis of cents per megajoule of gas or cents per kilowatt-hour of electricity consumed at the Supply Address, days connected to the Distribution System, or a combination of the two.
- (c) in any other case, we may alter the rate or rates of charge (in cents per megajoule of gas or cents per kilowatt-hour of electricity) stated in the Offer to such extent, and in such manner as we reasonably determine, will enable us to recover from you the change in distribution charges or costs payable to your Distributor.

5.3.3 To the extent permitted by Regulatory Requirements, we may also:

- (a) vary any disconnection/reconnection fee or call-out fee to reflect any increase in our cost of disconnection, reconnection or callout. This includes any increase in any amount charged to us by the Distributor or another contractor or agent for providing services in relation to the disconnection, reconnection or call-out; and
- (b) pass through to you any other charges imposed by a Distributor for services that are not included in your charges (such as connection charges) together with our reasonable administration charges.

5.4 Increases in Market Charges

5.4.1 If the Offer provides for variation in the case of increases in market charges, we may vary your charges to reflect any change in the amount of, or basis for calculation of, any charges imposed on us for participation in energy markets by the relevant market operators.

5.4.2 The amount of any such variation will be calculated by:

- (a) dividing the total amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) by the volume of energy purchased in relation to that customer segment; and
- (b) applying up to the resulting amount to the charges on the basis of cents per megajoule of gas or cents per kilowatt-hour of electricity consumed at the Supply Address.

5.5 Increases in Metering Charges

5.5.1 If the Offer separately identifies metering charges or provides for variation in the case of a change in metering charges, we may vary your charges to reflect any changes. This includes changes to the amount of, or basis for calculation of, any charges imposed on us by the relevant metering providers for the provision, maintenance or reading of gas and/or electricity metering equipment at the Supply Address.

5.5.2 The amount of any such variation will be calculated as follows:

- (a) if the Offer separately identifies metering charges, by simply passing through the new charges imposed by the metering provider; and
- (b) in any other case, by:
 - (i) apportioning the total estimated amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) across that customer segment;
 - (ii) applying up to the resulting amount to the charges on the basis of cents per megajoule of gas or cents per kilowatt-hour of electricity consumed at the Supply Address, days connected to the Distribution System, or a combination of the two.

5.5.3 To the extent permitted by Regulatory Requirements, we may also pass through to you any charges imposed by a Metering provider for services that are not included in your charges, such as additional Meter readings or Meter testing.

5.6 Loss Factor and Unaccounted for Gas Changes

5.6.1 If the Offer provides for variation in the case of changes in loss factors:

- (a) we may vary any electricity charges to reflect any change in the applicable loss factors provided by NEMMCO or estimated by us that affect any additional amounts payable in relation to electricity that is lost through the transmission and distribution systems on the way to the Supply Address; and
- (b) the amount will be calculated by:
 - (i) estimating the proportion of our costs of purchasing, selling and supplying electricity that are directly affected by the volume of electricity purchased by you; then
 - (ii) multiplying this proportion by the new loss factor and dividing this amount by the old loss factor.

5.6.2 If the Offer provides for variation in the case of changes

relating to unaccounted for gas:

- (a) we may vary your charges to reflect any change in the amount of unaccounted for gas for which we (rather than the Distributor) are required to accept the risk of loss under applicable Regulatory Requirements; and
- (b) the amount of any such variation will be calculated by:
 - (i) apportioning the total estimated cost of the increase in relation to the relevant customer segment (which may be the whole of our customer base) across that customer segment;
 - (ii) applying up to the resulting amount to the charges on the basis of cents per megajoule of gas consumed at the Supply Address.

5.7 CPI Increases

- 5.7.1 If the Offer provides for variations in case of changes in the Consumer Price Index, on one October (or on such other date we advise) in each year, we may adjust your charges to reflect any such change from the previous year.
- 5.7.2 Any such variation will be calculated by multiplying the existing charge by the Consumer Price Index for the latest available quarter and dividing it by the Consumer Price Index for the corresponding quarter in the previous year.

5.8 Tax Changes

- 5.8.1 If:
 - (a) an Increased Tax Cost Event occurs during the term of this Energy Plan; and
 - (b) we determine that there has been an increase in the direct or indirect costs payable by us in relation to the performance of our obligations under this Energy Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

5.9 Changes in Regulatory Requirements

- 5.9.1 We may adjust the charges to pass through any costs of complying with any change in Regulatory Requirements, to the extent permitted by Regulatory Requirements. This may include any new or increased obligations or charges imposed by a regulator or other authorised body under any Regulatory Requirements.

5.10 Timing of Variations

- 5.10.1 A variation will not take effect until we have given you written notice (which may consist of a statement on your bill) setting out the particulars of the variation, including:
 - (a) the date on which the variation is to take effect (being a date that is later than the date on which we give you the notice); and
 - (b) a statement of the new rates or the amount of the variation.
- 5.10.2 Any notice of variation will form part of this Energy Plan from the effective date of the variation notified in 5.10.1(a).
- 5.10.3 If the date on which the variation is to take effect occurs

during a Billing Period, then for that Billing Period the charges will be calculated as follows:

- (a) the gas and/or electricity for the whole Billing Period will be charged for at the rate applicable at the end of the Billing Period; and
- (b) for each variation that occurred during that period, an adjustment component (calculated for that part of the period occurring prior to the variation) will be deducted from the charge set out in paragraph (a), where the adjustment component is calculated in accordance with the following formula:

$$\frac{A = d (N-C)}{n}$$

where:

- A is the adjustment component.
- d is the number of days in the Billing Period before the variation took effect (and after any previous variation took effect).
- n is the number of days in the Billing Period.
- N is the amount of the charge for the whole of the Billing Period, calculated at the rate applicable at the end of the Billing Period.
- C is the amount of the charge for the whole of the Billing Period, calculated at the rate applicable immediately before the variation took effect.

6. BILLING AND PAYMENTS

6.1 Format and timing of bills

- 6.1.1 We will issue a bill to the address or e-mail address nominated by you or a person authorised to act on your behalf, according to the Billing Period identified in the Offer. If no Billing Period is specified in the Offer, we will bill you every quarter.
- 6.1.2 Each bill will identify charges for gas and/or electricity and will set out any other information as required by Regulatory Requirements, including:
 - (a) your name and bill number, the address of the Supply Address and any relevant mailing address;
 - (b) your Delivery Point Identifier and National Metering Identifier, prominently displayed;
 - (c) the dates on which the Billing Period began and ended;
 - (d) the total charges to be paid by you;
 - (e) the charges payable for services provided or arranged by us, separated into charges in respect of gas and/or electricity related charges and charges for other services and goods;
 - (f) the date by which the bill must be paid;
 - (g) any outstanding amounts and the due date for those amounts;
 - (h) the amount of any credit received;

- (i) any amount deducted, credited or received under any Government-funded rebate or relief scheme or any payment plan operated by us;
 - (j) the methods by which the bill may be paid;
 - (k) the name of, and details of the availability of, any Government-funded rebate or relief scheme;
 - (l) contact details for our bill and payment enquiries service, and a 24-hour contact phone number for faults and difficulties;
 - (m) details of the availability of, and costs and refunds relating to, meter reliability tests;
 - (n) if you request it, particulars of the components of the charges that are electricity network charges, or the amount of any security held by us;
 - (o) the estimated or measured quantity of gas and/or electricity supplied in megajoules and kilowatt-hours;
 - (p) average daily consumption in megajoules and kilowatt-hours during the Billing Period and, if available, the corresponding period in the previous year; and
 - (q) the rates applying to each category of gas and/or electricity supplied, and the quantity of each category supplied or estimated.
- 6.1.3** If we provide goods or services in addition to the supply of gas and/or electricity, those items may 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 payment, we will apply payment to charges related to the supply of gas and/or electricity first and then to the additional goods or services. If we issue a single bill for both gas and/or electricity, then we will apply payment to charges related to the supply of electricity first, then to charges related to the supply of gas and then to the additional goods or services.
- 6.2 Calculation of bills**
- 6.2.1** Your bill will be based on the amount of gas and/or electricity identified by us or the Distributor as having been delivered to your Supply Address.
- 6.2.2** We will measure metered consumption at least every 6 months.
- 6.2.3** Estimates will be based on your historical Meter data or, if we do not have that data, the average daily consumption for the same class of customer supplied by us, calculated for the period covered by the bill.
- 6.2.4** In the event that after we have used an estimate or a calculation from a meter reading provided by you to identify the amount of gas and/or electricity that has been delivered to the Supply Address, we obtain a Meter reading, we will make any appropriate adjustments to your next bill in accordance with the Meter reading.
- 6.2.5** If you request AGL to undertake a Special Meter Reading, a service fee will apply reflecting our direct costs arising from conducting a Special Meter Reading. This will include any amount charged to us by the Distributor or another

contractor or agent for providing services in relation to the Special Meter Reading, and our reasonable administration charges.

6.3 Review of bills

- 6.3.1** We will review your bill at your request, in accordance with our Complaints and Dispute Resolution Process outlined in clause 11.
- 6.3.2** If our review shows the bill to be correct, you must pay the amount of the bill in full or request a Meter test under clause 6.4. If our review shows the bill to be incorrect, clause 6.6 will apply.

6.4 Meter Testing

- 6.4.1** If after the completion of the bill review process you require your Meter to be tested, we will refer you to the Distributor or meter testing authority that will test the Meter at a charge for services, which you must pay in advance. We will give you a copy of the results of the test if the testing authority does not do so.
- 6.4.2** If the Meter is accurate, you will be responsible for paying all testing charges and the full amount of your bill.
- 6.4.3** If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you will pay the difference between the Metered consumption and the calculated actual consumption, and we will reimburse the testing charges.
- 6.4.4** If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will reimburse the difference (if the account has been paid) between the Metered consumption and the calculated actual consumption, and we will reimburse the testing charges.

6.5 Bill adjustment

- 6.5.1** If your bill covers a period other than your usual billing cycle, we will adjust any service to property charge and any energy service calculation on a pro-rata basis.

6.6 If there is an error in a bill

- 6.6.1** If there are errors in your bill or if we are informed of errors in the amount of gas or electricity delivered to your Supply Address, we will refund any amount overcharged or charge you the amount that you were undercharged on the next bill.
- 6.6.2** We will measure metered consumption at least every 6 months
- (a) only seek to recover amounts undercharged in the twelve months prior to our notifying you of the undercharging; and
 - (b) list the amount as a separate item in a special bill or in the next bill in your Billing Period, together with an explanation of the amount.
- 6.6.3** You will not be charged interest on any undercharged amount. If you request it, we will offer you the option of paying the undercharged amount in agreed instalments over

a period equal to the period in which the undercharging occurred.

- 6.6.4** If we have undercharged you as a result of fraud, or use of gas and/or electricity otherwise than in accordance with this Energy Plan, we may:
- (a) estimate your gas and/or electricity usage for which you have not paid; and
 - (b) bill you or take debt recovery action for the amount you have not paid.
- 6.6.5** If you were overcharged, we will:
- (a) inform you of the overcharging within ten Business Days of our becoming aware of the error; and
 - (b) seek your instructions as to how you wish us to refund the amount of the overcharge, or credit the amount on your next bill if you do not give us other instructions.
- 6.6.6** We will pay you interest for any overcharging to the extent required by law.

6.7 Payments

- 6.7.1** You are required to pay your bill by the date specified in the bill as the pay-by date. The pay-by date will be at least twelve Business Days from the date the bill is posted. If you do not pay your bill in full or make other arrangements with us by the pay-by date, then unless the unpaid amount is the subject of an unresolved dispute we may charge a late payment fee of \$11.44 (or any other amount specified in the Offer).
- 6.7.2** During the term of your Energy Plan, the available methods for paying each bill will be:
- (a) as set out in the Offer
 - (b) as set out on the back of that bill; or
 - (c) as agreed between you and us from time to time.
- 6.7.3** If you pay by cheque, direct debit or credit card and the payment is dishonoured or reversed by your bank, you must reimburse us the amount set out in the Offer. If no amount is equal to set out, the amount is all fees your bank charges us plus our reasonable administration charges.
- 6.7.4** If you pay a bill using a payment method which results in us incurring a merchant service fee (including payment by Credit Card) you may be charged a payment processing fee.

6.8 If You Have Trouble Paying

- 6.8.1** You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance.
- 6.8.2** If you are a Residential Customer and you notify us that you are experiencing difficulty in paying your bill or if you require financial assistance, we will provide:
- (a) the option of negotiating an instalment plan (provided you are eligible for this);
 - (b) the option of redirecting your bill to a third person;
 - (c) information about, and referral to, government

assistance programs where available; and

- (d) information about independent financial counselling services.

6.9 Instalment Plans

- 6.9.1** We will offer you the option of paying on an instalment plan, unless you have had an instalment plan cancelled in the previous twelve months due to non-payment. In this case, you will need to provide reasonable assurance that you will comply with an instalment plan before we will offer you a new plan.
- 6.9.2** In offering an instalment plan we may, in consultation with you, develop and agree to an individual instalment plan, taking into account your circumstances, including your gas and/or electricity usage and capacity to pay the full amount.

6.10 Direct Debits

- 6.10.1** If we offer you the option of payment directly from your bank account, we will do so on terms consistent with the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct in force and as amended from time to time. We will not alter the amount (which may include the full bill or an agreed instalment) and the frequency of the direct debits without your Energy Plan.

6.11 Shortened Billing Periods

- 6.11.1** We may offer a shortened Billing Period to customers as a financial accommodation.
- 6.11.2** If we offer a shortened Billing Period, then we may charge you for any fees charged to us if you fail to make the periodical payment you agreed to make.

6.12 Refundable Advances and Security Deposits

- 6.12.1** We may require you to provide a refundable advance, security deposit or bank guarantee before connection to supply or continuation of supply of gas and/or electricity where:
- (a) you are a new AGL customer and have not provided a satisfactory credit reference; or
 - (b) you are an existing AGL customer and do not have a satisfactory payment history.
- 6.12.2** The amount of any refundable advance, security deposit or bank guarantee will be a maximum of 1.5 times the average bill (or 2.5 times the average bill if your Billing Period is less than three months) for customers similar to you.
- 6.12.3** We will only use a refundable advance or security deposit or call on a bank guarantee paid or provided under this Energy Plan to recover amounts due in respect of charges related to the supply of gas and/or electricity or connection services to the Supply Address. Further, we will only do so where:
- (a) you have had supply suspended for non-payment; or
 - (b) you have not paid your last bill following disconnection of supply or termination of this Energy Plan.
- 6.12.4** If the security deposit is a deposit with a financial institution, we will inform you of the interest, if any, we are

required to pay to you.

6.12.5 We will return any remaining security deposit plus any interest within ten Business Days of your completing one year's payment of bills by the pay-by date (or two years if you are a Business Customer) or on termination of this Energy Plan.

6.12.6 If you are a Business Customer, we may offer you the alternative of paying a security levy instead of providing a refundable advance or security deposit. The security levy will be a non-refundable payment added to your first bill after you agree to pay the security levy and then the corresponding bill in each subsequent year.

6.13 Interest on Overdue Payments

6.13.1 To the extent permitted by Regulatory Requirements, we may charge you interest on any amounts owing that:

- (a) are not paid by the pay-by date; and
- (b) we have not agreed to defer, including through an instalment plan.

6.13.2 Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at the lower of:

- (a) the rate specified in the Offer or, if no rate is specified, the Bank Bill Rate; and
- (b) any maximum rate prescribed by Regulatory Requirements.

6.14 Debt Collection Procedures

6.14.1 If you do not pay any bill by the pay-by date and non-payment gives rise to a right to disconnect the Supply Address, we will:

- (a) comply with all procedures set out in this Energy Plan relating to disconnection for non-payment. This includes warnings, discussing options with you and offering payment plans;
- (b) if these procedures do not resolve the issue, disconnect supply; and
- (c) if payment is not provided within five Business Days, refer the debt to a mercantile agent or debt collection agency.

6.14.2 If the non-payment does not give rise to a right to disconnect the Supply Address, we will follow the same procedure but without disconnecting the Supply Address, and may take legal action to recover the debt.

6.14.3 We may recover from you our reasonable costs associated with debt recovery under this clause. Without limiting clause 7.2.5, we may also disclose information relating to your credit to a credit reporting agency or to other credit providers.

7. INFORMATION AND COMMUNICATION

7.1 Information We Require From You

7.1.1 You must ensure that your name and Supply Address are correctly set out on the Offer, and must provide us with

identification before we supply gas and/or electricity to your Supply Address.

7.1.2 You must also advise us promptly if there is any change in:

- (a) responsibility for paying the gas and/or electricity account;
- (b) your contact details;
- (c) the major purpose of using gas or electricity at your Supply Address;
- (d) access to the Meter; or
- (e) the internal gas pipes, electrical wires or appliances which may affect the quality or safety of the gas or electricity supplied under this Energy Plan.

7.1.3 Our obligations under this Energy Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you. We may not be able, or may refuse, to supply gas or electricity if you do not provide this information.

7.1.4 You also authorise:

- (a) AGL to request from your Distributor(s) your gas and electricity usage data for the twelve months preceding your last Meter read; and
- (b) your Distributor(s) to release to AGL your gas and electricity usage data for the twelve months preceding your last Meter read.

7.2 How We Use and Disclose Personal Information About You

7.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act 1988.

7.2.2 We need to collect the Personal Information in this Energy Plan to supply you with gas and/or electricity and, if necessary, to transfer you from your existing supplier. We may use and disclose Personal Information about you for this and related purposes, including to send you information about other products and services.

7.2.3 If you do not wish to receive marketing information and offers from us, or if you wish to access any of the Personal Information we hold about you, please contact us on 131 245.

7.2.4 You acknowledge that in certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including your name, address and other details. Such uses or disclosures may include, without limitation:

- (a) disclosures to certain law enforcement agencies for purpose of:
 - (i) connecting your Supply Address to the Distribution System; and
 - (ii) complying with the Energy Retail Code and Regulatory Requirements;
- (b) disclosures to certain law enforcement agencies for

purposes relating to the enforcement of criminal and other laws;

- (c) uses or disclosures in accordance with a court order;
- (d) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
- (e) uses to assist in internal investigations into suspected fraud or other unlawful activities.

7.2.5 You also authorise us to seek from, or give to:

- (a) credit reporting agencies;
- (b) other credit providers;
- (c) the Distributor or another retailer of gas and/or electricity; or
- (d) our agents, contractors and franchisees;

such information about your credit worthiness, credit standing, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting agencies under the Privacy Act 1988 and other applicable Regulatory Requirements.

7.3 Access to Information

7.3.1 (a) We will provide you with access to Personal Information we hold about you, on request, unless we are permitted or required by any applicable law to refuse such access. You should contact us to make an access request.

(b) The Energy Plan must provide that information concerning the customer may be given to another supplier, the Minister or the administrator of any retail market business scheme of which the supplier under the contract or the retailer of last resort concerned is a member, for the purpose of implementing last resort supply arrangements.

7.3.2 Without limiting your rights under clause 7.3.1, on request we will provide you with:

- (a) information about the current status of your bill or account;
- (b) information about Meter readings and Meter registrations connected with a bill;
- (c) historical billing data for your Supply Address if available;
- (d) information about efficient energy consumption; and
- (e) information on any concessions, rebates or grants that may be available and their eligibility requirements.

7.4 Means of Communication

7.4.1 Except where a particular method of communication is specified in this Energy Plan or any Regulatory Requirement:

- (a) any communication between us and you under this Energy Plan may be in writing, by telephone or by electronic means such as e-mail to an agreed address;

and

- (b) any communication under this Energy Plan required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

7.5 Information we will provide to you

7.5.1 We will provide you with a copy of our charter as soon as practicable after you enter into this Energy Plan and at any other time upon your request.

7.5.2 You can also inspect our gas customer charter free of charge at our website at www.agl.com.au

8. YOUR OBLIGATIONS IN USING GAS AND/OR ELECTRICITY

8.1 General Obligations

8.1.1 Our obligations under this Energy Plan are subject to you complying with the following requirements:

- (a) you must pay all relevant fees and charges in relation to the Supply Address, and continue to pay the supply account, by the due date specified on the bill;
- (b) you must not allow gas and/or electricity directed to your Supply Address to be used at another address, or take at your Supply Address any gas and/or electricity provided by us directed to another address;
- (c) you must not resupply gas and/or electricity supplied under this Energy Plan to any other person unless specifically agreed to by us in writing or unless permitted by Regulatory Requirements;
- (d) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment; and
- (e) if we supply gas and/or electricity to you for a specific purpose, you must not use the gas and/or electricity for another purpose; and
- (f) you must use your gas and/or electricity in a safe and approved manner.

8.2 Unauthorised Access

8.2.1 If you obtain gas and/or electricity from us otherwise than as permitted by this Energy Plan we may take action to disconnect supply, estimate the usage for which you have not paid and take debt recovery action for the unpaid amount and any disconnection and reasonable legal costs. If your actions result in damage to our (or the Distributor's) equipment, we (or the Distributor) may recover from you the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

8.3 Protection and Maintenance of Gas and/or Electricity Supply

8.3.1 To enable us to provide you with a reliable safe supply of gas and/or electricity, you must:

- (a) keep the gas and/or electrical installation at your Supply

Address in safe condition;

- (b) protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) not allow a person other than someone you believe to be an accredited gas and/or electrical installer to perform work on a gas or electrical installation;
- (e) not use the gas and/or electricity supply in a manner that may interfere with the Distribution System or supply to any other gas and/or electrical installation or cause damage or interference to a third party; and
- (f) not interfere or allow someone to interfere with the Distribution System which delivers gas and/or electricity to the Supply Address, or with any Metering equipment at the Supply Address.

8.4 Access to Supply Address

- 8.4.1 You must give us and the Distributor safe, convenient and unhindered access to the Supply Address for the following purposes:
- (a) to read the Meter;
 - (b) to connect or disconnect supply;
 - (c) to inspect or test gas or electrical installations as appropriate; or
 - (d) to inspect, repair, test or maintain the Distribution System.

8.5 If You Are Not The Owner Of The Supply Address

- 8.5.1 You may only be able to fulfil certain of your obligations under this Energy Plan if you are the owner of the Supply Address. If you are not the owner of the Supply Address, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf, where this Energy Plan is necessary to enable us to carry out our obligations.

9. OUR RESPONSIBILITIES IN SUPPLYING GAS AND/OR ELECTRICITY

9.1 Force Majeure Event

- 9.1.1 If a Force Majeure Event results in either party being in breach of this Energy Plan, the obligations of each party will be suspended for the duration of the Force Majeure Event, except any obligations to pay money.
- 9.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those affects.
- 9.1.3 For the purposes of clause 9.1.2, 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.

- 9.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

9.2 Supply Standards and Interruptions

- 9.2.1 We will supply you with gas that complies with the gas quality and distribution standards laid down by Regulatory Requirements and industry codes. Except where required by law, we have no responsibility for electricity quality and distribution standards and all responsibility rests with the Distributor.
- 9.2.2 The Distributor or we may interrupt supply for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, or due to any circumstances beyond our reasonable control. In this case we will provide a 24 hour telephone number so you can obtain details of the interruption and its expected duration.

9.3 Notice of Work

- 9.3.1 If we or the Distributor wish to inspect, repair, test or provide maintenance to the Distribution System at your Supply Address, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.
- 9.3.2 If the work relates to planned maintenance, we will give you at least four days' notice. In any other case, we will give you at least 24 hours' notice.

10. GUARANTEED CUSTOMER SERVICE STANDARDS

10.1 Compliance

- 10.1.1 This Energy Plan and these guaranteed customer service standards comply with the Electricity Supply Act 1995, the Gas Supply Act 1996, their regulations and other applicable laws.

10.2 Telephone Number for Faults Information

- 10.2.1 We will inform you about any relevant telephone service that operates seven days a week and 24 hours a day on a number to which you can be connected for the price of a local call, and that can receive notice of, and give information concerning, faults and difficulties in gas and electricity works.
- 10.2.2 We will provide a telephone service that operates during business hours on a number to which you can be connected to for the price of a local call, and that can receive notice of, and give information concerning, your bill and connection services arranged by us.

10.3 Punctuality in Keeping Appointments

- 10.3.1 If we or our representatives are more than 15 minutes late for an appointment with you, we will pay you no less than \$25.

10.4 No Discontinuation of Supply Except after Due Notice

- 10.4.1** If all other attempts to deal with you have been unsuccessful, we will make at least one further attempt outside business hours.
- 10.4.2** We will document all action that we take to contact and deal with you.
- 10.4.3** We will not take action:
- (a) until after the date specified in the notices; or
 - (b) if before that date you make a request that the complaint be referred for resolution by the Ombudsman or by our dispute resolution process, until three Business Days after that complaint has been referred;
- and, in any case, we will not take action if, before the date last referred to in paragraph (b), the Ombudsman directs that such action not be taken.
- 10.4.4** Nothing in this clause requires us to operate a payment plan or affects any right or obligation to disconnect addresses arising from the operation of any relevant Regulatory Requirement.

10.5 Notice to be Given to You After Disconnection

- 10.5.1** If your Supply Address is disconnected from a Distribution System on our request, we will give you a notice to the effect that the address has been disconnected. It will contain:
- (a) the grounds on which the Supply Address was disconnected from the Distribution System;
 - (b) a telephone number to contact so that you can discuss the matter with us;
 - (c) the arrangements that you will need to make for the reconnection of the Supply Address to the Distribution System, including any costs you need to pay in relation to reconnection; and
 - (d) the dispute resolution procedures that are available to you in relation to disputes.
- 10.5.2** We will promptly notify the Distributor of any request for reconnection to the Distribution System by you, if you become entitled to be reconnected.
- 10.5.3** This clause does not prevent us from discontinuing the supply of gas and/or electricity to your Supply Address in accordance with your request.

11. COMPLAINTS AND DISPUTE RESOLUTION

11.1 Your Right to Review

- 11.1.1** You may make a complaint to us about any decision we have made in relation to our supply of gas and/or electricity to the Supply Address.

11.2 Complaints Handling and Dispute Resolution Procedure

- 11.2.1** Subject to anything to the contrary in this Energy Plan, when we receive a complaint from you, we will deal with your complaint in accordance with our Complaints Handling

and Dispute Resolution Procedure, which complies with Australian Standard 4269 and is outlined below.

11.3 Outline of Review Process

Telephone Complaint

- 11.3.1** You may telephone us on the number set out on your bill or otherwise communicated to you, to notify us of any complaint in relation to our supply of gas and/or electricity to the Supply Address.
- 11.3.2** We will try to resolve your complaint through informal negotiations over the telephone.

Written Complaint

- 11.3.3** Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.
- 11.3.4** On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within 28 days with our decision.

Referral to Higher Level

- 11.3.5** Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at the higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

Referral of Complaint to the Ombudsman

- 11.3.6** We are a member of the Energy and Water Ombudsman NSW Scheme. If you are not satisfied with our review and written response to your complaint, you may contact the Energy and Water Ombudsman NSW for further review.

11.4 Detailed Review Process Available

- 11.4.1** Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

12. GENERAL

12.1 Our Liability

- 12.1.1** Title and risk in all gas and/or electricity supplied to you will pass to you at the respective delivery point.
- 12.1.2** The Commonwealth Trade Practices Act 1974 and the NSW Fair Trading Act 1987 automatically incorporate conditions, warranties and rights for your benefit and protection into this Energy Plan, if you are what those laws call a "consumer". If you are a consumer under these laws, this Energy Plan cannot lessen the benefits these laws give, except to the extent permitted by these laws.
- 12.1.3** To the extent permitted by these laws, 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.

- 12.1.4** To the extent that these laws permit, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), in relation to the goods or services we sell to you under this Energy Plan.
- 12.1.5** Any liability we have to you under law that cannot be excluded but that can be limited are (at our option) limited to:
- (a) providing equivalent goods or services provided under this Energy Plan to your Supply Address; or
 - (b) paying you the cost of replacing the goods or services provided under this Energy Plan to your Supply Address, or acquiring equivalent goods or services.
- 12.1.6** You must indemnify us against any injury, loss or damage suffered by a third party in connection with your use of gas and/or electricity and claimed against us to the extent that the injury, loss or damage is caused by or contributed to by your negligence or your breach of this Energy Plan.
- 12.2 GST**
- 12.2.1** The charges specified in these General Terms and in the Offer accompanying these General Terms are inclusive of GST, unless otherwise specified. If the rate of GST changes after the date of this Energy Plan, we may adjust the amounts payable to reflect that change from the date the change is effective.
- 12.2.2** Apart from these charges, all other amounts payable or other consideration provided in respect of supplies made under this Energy Plan (Payments) are exclusive of GST (if any) unless otherwise specified. If a GST is levied or imposed on any supply made (or deemed to be made) under this Energy Plan, 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.
- 12.2.3** 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.
- 12.3 Waiver and Variation**
- 12.3.1** Except as otherwise provided in this Energy Plan, a right created under this Energy Plan may not be waived except in writing signed by the party granting the waiver.
- 12.3.2** Other than as required or permitted by law or the terms of this Energy Plan, any variation of this Energy Plan must be made in writing between the parties.
- 12.3.3** We may vary this Energy Plan by written notice to you to the extent reasonably necessary to comply with any change in any Regulatory Requirements to the extent permitted by

Regulatory Requirements.

12.4 Applicable Law

- 12.4.1** This Energy Plan shall be governed by the laws of New South Wales.
- 12.4.2** We and you submit to the non-exclusive jurisdiction of the courts of New South Wales.

13. GLOSSARY OF TERMS

13.1 Definitions

In this Energy Plan unless the context otherwise requires:

AGL Group means The Australian Gas Light Company (ABN 95 052 167 405) and its related bodies corporate (as that term is defined in the Corporations Act 2001).

Bank Bill Rate means for a day:

- (a) the rate, expressed as a yield per cent per annum (rounded up to two decimal places if necessary) that is quoted as the average bid rate on the Reuters monitoring system page "BBSY" (or any page that replaces that page) at about 10:30 am on that day, for bank bills that have a tenor equal to 90 days; or
- (b) if no average rate is so quoted, the bid rate available to us at about 10:00 am on that day for bank bills that have such a tenor.

Best Endeavours means to act in good faith and use all reasonable efforts, skill and resources.

Billing Period means the length of the supply period covered by each bill, as set out in clause 6.1.1.

Business Customer means a customer who is not a Residential Customer for the purposes of this Energy Plan.

Business Day means a day other than a Saturday, a Sunday or a public holiday in New South Wales.

Consumer Price Index means the Consumer Price Index (All Groups) Average of Eight Capital Cities published from time to time by the Australian Bureau of Statistics or any replacement body.

Cooling-off Period means the period during which you can terminate this Energy Plan without penalty as per clausetwo of these General Terms.

Distribution System means a network of pipes or wires, Meters and controls used to sell and supply gas and/or electricity, or a Distributor uses to transport gas or electricity for supply to customers.

Distributor means the person who is licensed to own or operate the pipes or wires we use to supply you with gas and electricity.

Emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property.

Energy Plan means these General Terms and any Offer that refers to and incorporates them.

Term of your Energy Plan means any Term set out in the Offer.

Force Majeure Event means an event outside our or your control.

Increased Tax Cost Event means where a new Tax is imposed or the basis for imposing or calculating any existing Tax changes, and includes a change to the interpretation of any law related to a Tax.

Life Support Equipment means CPAP Regulator (sleep apnea), Kangaroo Pump (enteral feeding), Phototherapy Equipment (crigler najar), Home Dialysis, Respirator (iron lung), Oxygen concentrator.

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

Metering Standards means the relevant Regulatory Requirements standards which:

- (a) regulate the basis for the installation of new Metering equipment and the operation and maintenance of new and existing Metering equipment at your Supply Address;
- (b) establish rights and obligations with respect to Metered data; and
- (c) includes relevant or prescribed industry codes or standards.

NEMMCO means the company responsible for management of the National Electricity Market, currently National Electricity Market Management Company Limited (ABN 94 072 010 327).

Offer means the letter, term sheet or other document provided by us that refers to and incorporates these General Terms and sets out certain details of the Energy Plan referred to in these General Terms.

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

Reading means:

- (a) figures or other information shown on a meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

Regulatory Requirements means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administration or regulatory decrees or

orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

Residential Customer means a customer who acquires gas and/or electricity under this Energy Plan for use in a domestic address.

Special Meter Reading means a Meter Reading requested by you on a date outside of the planned Meter Reading schedule.

Supply Address means:

- (a) the address for which you purchase gas and/or electricity from us where there is only one supply point or connection point at that address; or
- (b) where there is more than one supply point or connection point at that address, each supply point or connection point through which you purchase gas and/or electricity.

Supply Commencement Date means, subject to clause 2.1, the date specified in the Offer as the Supply Commencement Date.

Tax means any present or future royalty, tax, levy, impost, deduction, carbon tax or greenhouse gas emission tax (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).

13.2 Interpretation

In this Energy Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Energy Plan;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to "include" or "including" are non-exhaustive and do not imply any limitation;
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Energy Plan;
- (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, re-enacting, extending or replacing them. A reference to a

statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;

- (i) 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;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
- (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
- (l) when capitalised, other parts of speech and grammatical forms of a word or phrase defined in this Energy Plan have a corresponding meaning;
- (m) 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;
- (n) 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; and
- (o) words defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used in clauses 5.8 and 12.2 of this Energy Plan.