

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.

31 March 2010.

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

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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 Small 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 Small Customer at the Supply Address;
 - (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 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 12.
- (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.

- (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) 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 Default Contract apply between you and us to the sale and Supply of Energy at the Supply Address.
- (e) If the Supply Address is in New South Wales and you cancel this Energy Plan during the Cooling-off Period we will provide you with a record of your cancellation.
- (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,
 begin 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 a later date, the later of the Acceptance Date and the date on which we become Responsible for Energy Supplied to the Supply Address.
- (c) If the Supply Address is in New South Wales, and you were obliged to pay us for Energy Supplied to the Supply Address before the Supply Commencement Date under:
 - (i) a new occupant supply arrangement; or
 - (ii) an arrangement arising because your previous retailer was involved in a Last Resort Event,
 then:
 - (iii) the Offer may specify a Supply Commencement Date that is earlier than the Acceptance Date (if the Energy Supplied is electricity the Supply Commencement Date will be no more than 14 days earlier); and
 - (iv) without limiting any other rights we have to require payment from you, you must pay us under this Energy Plan for Energy Supplied to the Supply Address from that specified Supply Commencement Date.

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 8.12; 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; or
 - (ii) 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 3.2(a), from the Supply Commencement Date until:

- (c) if this Energy Plan does not have a Fixed Period or End Date, this Energy Plan ends;
- (d) if this Energy Plan has a Fixed Period, the Fixed Period end date (unless ended earlier), after which, sale and Supply of Energy under this Energy Plan continues in accordance with clause 3.2 until this Energy Plan ends; or
- (e) if this Energy Plan expires on an End Date, that End Date (unless ended earlier).

3.2 Expiry of Fixed Period or this Energy Plan.

- (a) If this Energy Plan has a Fixed Period or End Date, then:
 - (i) if required under Regulatory Requirements, we will notify you in accordance with the Regulatory Requirements before the Fixed Period end date or the End Date; or
 - (ii) otherwise, we may notify you not less than 20 Business Days before the Fixed Period end date or the End Date,
 of the terms (including charges) upon which we will supply Energy to you after the Fixed Period end date or the End Date if you do not contact us before that date and make other arrangements to purchase Energy after that date from us or another retailer.
- (b) Where our notice under clause 3.2(a) is due to the expiry of a Fixed Period, this Energy Plan continues after the Fixed Period end date on the notified Charges and terms.
- (c) If:
 - (i) this Energy Plan has a Fixed Period; and
 - (ii) we do not notify you in accordance with clause 3.2(a),
 then the sale and Supply of Energy under this Energy Plan continues after the Fixed Period end date on the same Charges and terms that applied immediately before the Fixed Period end date (including a further Fixed Period of the same duration as the preceding Fixed Period), except that no Early Termination Fee applies during that further Fixed Period.

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), 12 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)(vii) 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;
 - (vi) if the Supply Address is in Queensland, the date on which we can no longer sell you Energy at the Supply Address due to a direction not to do so by a person authorised under the Regulatory Requirements to issue such a direction; or
 - (vii) 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 prior notice of:
 - (i) at least 72 hours, if the Supply Address is in New South Wales and the relevant Energy type is electricity;
 - (ii) at least 3 Business Days, if:
 - (A) the Supply Address is in New South Wales and the relevant Energy type is gas; or
 - (B) the Supply Address is in South Australia or Victoria;
 - (iii) at least 5 Business Days, if:
 - (A) the Supply Address is in Queensland, and the relevant Energy type is gas; or
 - (B) the Supply Address is in Queensland, the relevant Energy type is electricity, and the Supply Address:
 - (I) is not in an Excluded Location, and the Distributor is Energex; or
 - (II) is supplied through a CBD Feeder, Urban Feeder or Short Rural Feeder, and the Distributor is Ergon Energy; or
 - (iv) at least 10 Business Days, if the Supply Address is in Queensland, the relevant Energy type is electricity, and the Supply Address:
 - (A) is in an Excluded Location, and the Distributor is Energex; or
 - (B) is supplied through a Long Rural Feeder or Isolated Feeder, and the Distributor is Ergon Energy.
- (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) if the Supply Address is in New South Wales, 72 hours after we first become aware of your intention to move out (or otherwise discontinue Supply);
 - (iv) where clause 4.2(b)(ii) applies, on the date we obtain a Meter Reading; or
 - (v) 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, clauses 3.2(c), 4.4 and 12, if:

- (a) this Energy Plan has an End Date, Fixed Period or Maturity Period; and
- (b) you end this Energy Plan before the relevant End Date, Fixed Period end date or Maturity Date,

we may charge you the fee set out in the Offer or our most recent notice to you under clause 3.2(a) for ending the contract 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 our market offer 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 12 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, and
 - (iii) if the Supply Address is in Queensland, unless you are eligible for an exemption, any levy made under the Community Ambulance Cover Act 2003 (Qld) in respect of the Supply Address ("**CAC Levy**").
- (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.

We may, by giving you prior written notice (which may consist of a statement on your bill), 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 additional costs we incur, or new or increased obligations or charges 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.

We may, by giving you prior written notice (which may consist of a statement on your bill), 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 advise you of any variation to your Charges under this clause 6.4 as soon as possible, and in any event no later than a message included in your next bill after we become aware of the change in distribution tariff, and you may elect to terminate this Energy Plan in accordance with clause 12.

6.5 Variation of Charges generally.

We may vary your Charges for any reason by giving you prior written notice (which may consist of a statement on your bill).

6.6 Fair Pricing Promise.

If we vary your Charges so that they are more than the greater of:

- (a) the Published Tariff; or
- (b) the amount the Charges would be if we had varied them by the percentage change in the CPI since date they became applicable,

then you may elect to terminate this Energy Plan in accordance with clause 12.

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 use.

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).
- (b) This clause 6.8 cannot be varied by us without your explicit informed consent to such variation.

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) We will send bills to the address nominated by you (this could be an agreed e-mail address) 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”.
- (b) 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.
- (c) Unless we are permitted by the Regulatory Requirements to vary your Usual Billing Period without your consent, if we vary your Usual Billing Period under clause 8.1(b), you may elect to terminate this Energy Plan in accordance with clause 12.

- (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, subject to clause 8.1(e) we will apply that payment to the Charges for Energy first and then to the additional goods or services.

- (e) If the Supply Address is in Queensland, any payment you make is applied first to the CAC Levy in accordance with the Regulatory Requirements.

8.2 Calculation of bills.

- (a) If we obtain a Meter Reading after we have used an estimate, we will make any necessary adjustment to your next bill.
- (b) If, at your request, we obtain a Special Meter Reading, we may charge you the Special Meter Reading fee listed in the Fee Schedule.
- (c) 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.
- (d) 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.
- (e) 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 defective and favours you or us by more than the allowable margin under the Regulatory Requirements, 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. If your Supply Address is in New South Wales we will pay interest on any overcharged amount in accordance with the Regulatory Requirements.

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 (if the Supply Address is in New South Wales the applicable interest rate is the rate prescribed under section 101 of the Civil Procedure Act 2005 for payment of interest on a judgment debt);
 - (iii) refer your bill for collection by a debt collection agency in accordance with clause 8.13; or
 - (iv) begin the process for Disconnection in accordance with clause 9.1.
- (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 information about relevant government funded rebate or relief schemes, or instalment plans we offer that allow you to pay amounts you owe us by making regular payments over an agreed time period.
- (c) We offer a direct debit payment plan that spreads the estimated total cost of your yearly Energy bills across equal monthly instalments taken automatically from an account you nominate. For more information please contact us or visit agl.com.au.
- (d) If you are a Small Business Customer, we will consider any reasonable request that you make for an instalment plan. If we and you agree to enter into an instalment plan, we may charge a fee to recover our administration costs, which we will advise you of at the time.

8.10 Direct debit.

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 the direct debits without your explicit informed consent, except where you have previously agreed we may do so.

8.11 Small Residential Customer Refundable Advances.

- (a) This clause 8.11 applies if you are a Small Residential Customer.
- (b) We may ask you, in accordance with the Regulatory Requirements, to provide a Refundable Advance listed in the Fee Schedule. This includes circumstances where:
 - (i) clause 2.4 or 10.1(b) applies;
 - (ii) if required under the Regulatory Requirements, you have failed to accept our offer of payment by instalment plan; and
 - (iii) any of the following apply:
 - (A) subject to the Regulatory Requirements, you have an outstanding debt owing to us for Energy in relation to a supply address you have previously vacated that you have refused to enter into an acceptable arrangement to pay;
 - (B) you have within the previous two years been responsible for illegal Energy use contemplated by clause 11.2;
 - (C) you fail to provide Acceptable Identification;
 - (D) where we are permitted to require credit history information from you under the Regulatory Requirements, you fail to provide that information; or
 - (E) we reasonably form the view that you have an unsatisfactory or no credit history or rating.
- (c) We will tell you about any interest we will pay on your Refundable Advance at the time of making our request.
- (d) We may use the Refundable Advance and any accrued interest in accordance with the Regulatory Requirements, including to offset any amount owed by you to us for the sale and Supply of Energy only, if you:
 - (i) fail to pay a bill under this Energy Plan resulting in Disconnection and you no longer have a right to Reconnection; or
 - (ii) cease purchasing Energy from us at the Supply Address.
- (e) We will repay the balance of the Refundable Advance and any interest within 10 Business Days of you:
 - (i) paying each bill under this Energy Plan by the initial Due Date for the period of time set out in the Regulatory Requirements; or
 - (ii) ceasing to purchase Energy from us at the Supply Address.

8.12 Small Business Customer Refundable Advances.

- (a) This clause 8.12 applies if you are a Small Business Customer.
- (b) We may ask you in accordance with the Regulatory Requirements to provide a Refundable Advance listed in the Fee Schedule. This includes circumstances where clause 2.4 or 10.1(b) applies, and:
 - (i) you do not have a satisfactory credit rating or payment history; or
 - (ii) requiring a Refundable Advance is fair and reasonable in all the circumstances.
- (c) If permitted under the Regulatory Requirements we may increase at any time the amount of the Refundable Advance we require to ensure that the amount of the Refundable Advance is appropriate to your Energy usage.
- (d) Where required under the Regulatory Requirements we will accept a bank guarantee as a Refundable Advance.



- (e) Clauses 8.11(c) to (e) apply in relation to Refundable Advances required from Small Business Customers, except that where you have provided a bank guarantee:
 - (i) clauses 8.11(c) and 8.11(e) will not apply; and
 - (ii) we will release our requirement for the bank guarantee within 10 Business Days of you:
 - (A) paying each bill under this Energy Plan by the initial Due Date for the period of time set out in the Regulatory Requirements; or
 - (B) ceasing to purchase Energy from us at the Supply Address.

8.13 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 section 60 of the Trade Practices Act 1974.

9. Disconnection.

9.1 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) 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 bills;
 - (iv) 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;
 - (v) you obtain Energy from us or the Distribution System illegally, or otherwise than in accordance with the Regulatory Requirements;
 - (vi) except if the Supply Address is in New South Wales, you refuse to pay a Refundable Advance we require in accordance with clause 8.11 or 8.12; or
 - (vii) 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.

9.2 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 our 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.

9.3 Restrictions on Disconnection.

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

- (a) of Energy:
 - (i) while an application you have made for any available government rebate or grant, or instalment plan we offer, has not been decided;
 - (ii) while any complaint you have made to an ombudsman (or other external dispute resolution body) that directly relates to the reason for Disconnection remains unresolved;
 - (iii) on a Friday, Saturday or Sunday;
 - (iv) on a day prior to or on a public holiday; or
 - (v) after 3.00pm on any other day, or
- (b) of Electricity, while any life support system that relies on electricity is in use at the Supply Address.

10. Reconnection.

10.1 Reconnection of your Supply Address.

- (a) Where the Supply Address has been Disconnected for a reason in clause 9.1 (other than at your request), if within 10 Business Days of Disconnection you have remedied the reason for our 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) We may charge you the reconnection fee listed in the Fee Schedule, if you ask us to arrange Reconnection.
- (d) We may charge you the after-hours reconnection fee listed in the Fee Schedule, if you ask us:
 - (i) between the hours of 3:00pm to 9:00pm on a Business Day; or
 - (ii) if the Supply Address is in South Australia and the Energy is electricity, between the hours of 4:00pm to 9:00pm on a Business Day,
 to arrange for same day Reconnection.

11. Other obligations you have.

11.1 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 your name and the Supply Address are correctly set out in the Offer, and let us know 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.

11.2 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 (if the Supply Address is in New South Wales the applicable interest rate is the rate prescribed under section 101 of the Civil Procedure Act 2005 for payment of interest on a judgment debt), 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.

11.3 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.

11.4 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 11.4(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.

11.5 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.

12. Our fair contracting promises.

If:

- (a) we vary:
 - (i) your Charges in accordance with clause 1.2(c), 6.4(c) or 6.5;
 - (ii) your Usual Billing Period under clause 8.1(b); or
 - (iii) 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 12(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 Default Contract apply between you and us to the sale and Supply of Energy.

13. Our Obligations.

13.1 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.

13.2 Notice of work.

Except for 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.

14. 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 14 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 (whether due to negligence or otherwise) in relation to the Energy we sell to you under this Energy Plan. In particular, 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) If you are a Small Business Customer, 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.

15. Information and privacy.

15.1 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 or on request, and the Regulatory Requirements including the Commonwealth Privacy Act 1988.

15.2 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.
- (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;
 - (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 15.2(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.

16. General.

16.1 Regulatory Requirements.

- (a) This contract 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.

16.2 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 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.
- (d) 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.

16.3 Complaint handling and dispute resolution.

We will address any complaints in accordance with our complaints handling and dispute resolution procedure, which can be located at agl.com.au, or is available on request.

16.4 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.

16.5 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.

16.6 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.

16.7 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.



16.8 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 affects.
- (d) For the purposes of clauses 16.8(b)(i) and 16.8(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.

17. Defined terms & interpretation.

17.1 Defined terms.

In this Energy Plan:

Acceptable Identification includes:

- (a) where you are an individual, 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 operate a business through a partnership, the information required under (a) above for each partner; 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 set out in the Offer.

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 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 2065.

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.

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.

CAC Levy has the meaning given in clause 6.1(b)(iii).

CBD Feeder means a feeder supplying predominantly commercial high-rise buildings, supplied by a predominantly underground supply network containing significant interconnection and redundancy when compared to urban areas.

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) or 6.1(b)(iii)) 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.

Default Contract means the Energy contract, or arrangement applicable under the Regulatory Requirements, relating to the payment for Energy Supplied in circumstances where an occupant has not entered into a Standard Retail Contract or market contract with a retailer, which is, if your Supply Address is in:

- (a) Victoria, our deemed contract;
- (b) South Australia, our default contract;
- (c) New South Wales, a new occupant supply arrangement; or
- (d) Queensland, our Standard Retail Contract.

Disconnection has the meaning given in clause 9.1(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 12 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 address, or short message service or multi-media message service to an agreed telephone number.

End Date means the date this Energy Plan expires set out in the Offer or our most recent notice to you under clause 3.2(a).

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 if the Supply Address is in New South Wales includes:
 - (i) the guaranteed customer service standards document provided to you and which can be located at agl.com.au; and
 - (ii) the customer complaints and dispute handling document provided to you and which can be located at agl.com.au,

which contain important information we are required to give you under the Regulatory Requirements.

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, Worrigeer, Yarrowlunla, Yass or Young local government areas.

Excluded Location means any of the following locations:

Amity 4183, Running Creek 4287, Dunwich 4183, Avoca 4306, Herring Lagoon 4183, Linville 4306, North Stradbroke Island 4183, Moore 4306, Point Lookout 4183, Mt Stanley 4306, Coochiemudlo Island 4184, Cambroon 4552, Karragarra Island 4184, Boreen Point 4565, Lamb Island 4184, Cooroibah 4565, Macleay Island 4184, Cooroibah Heights 4565, Russell Island 4184, Cootharaba 4565, Beechmont 4211, North Shore 4565, Natural Bridge 4211, Ringtail Creek 4565, Numinbah 4211, Teewah 4565, Numinbah Valley 4211, Anderleigh 4570, Austinville 4213, Curra 4570, Springbrook 4213, Goomboorian 4570, South Stradbroke Island 4216, Kia Ora 4570, Pine Creek 4275, Neerdie 4570, Witheren 4275, Rossmount 4570, Allenview 4285, Toolara Forest 4570, Woodhill 4285, Wallu 4570, Barney View 4287, Cooloola Cove 4580, Mt Lindesay 4287, Tin Can Bay 4580, Palen Creek 4287, Rainbow Beach 4581, Rathdowney 4287, Inskip 4581.

Fee Schedule means a list of Charges referred to in this Energy Plan relevant to the Supply Address available at agl.com.au or on request.

Fixed Period means a fixed period of sale and Supply set out in the Offer or our most recent notice to you under clause 3.2(a), or as calculated in accordance with clause 3.2(c).

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.

Isolated Feeder means a feeder that is not connected to the national electricity grid, but excludes the Mt Isa – Cloncurry supply network, as that network is defined in the Electricity Act 1994 (Qld).

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.

Long Rural Feeder means a feeder which is not a CBD Feeder, Urban Feeder or Isolated Feeder with a total feeder route length greater than 200km.

Maturity Date means the end date of a Maturity Period.

Maturity Period means a period of sale and Supply set out in the Offer or our most recent notice to you under clause 3.2(a).

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).

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

Published Tariff means:

- (a) the Charges payable under our Standard Retail Contract applicable to the Supply Address; or
- (b) the Charges payable under the Standard Retail Contract applicable to the Supply Address offered by the retailer obliged to make the offer under the Regulatory Requirements, where that retailer is not us.

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 10.1(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. You may obtain a copy of:

- (a) the Energy Retail Code (Vic) at www.esc.vic.gov.au;
- (b) the Energy Retail Code (SA) at www.escosa.sa.gov.au;
- (c) the Electricity Supply Act 1995 (NSW), the Gas Supply Act 1996 (NSW), and associated regulations at www.ipart.nsw.gov.au, or
- (d) the Electricity Industry Code (Qld) or the Gas Industry Code (Qld) at www.qca.org.au,

or by asking us to send you a copy.

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

Short Rural Feeder means a feeder with a total feeder route length less than 200km, and which is not a CBD Feeder, Urban Feeder or Isolated Feeder.

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:

- (a) as prescribed under the Regulatory Requirements; or
- (b) in Victoria, whose consumption of:
 - (i) electricity, is less than 160 megawatt hours per annum; or
 - (ii) gas, is less than 10 terajoules per annum.

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 on a day other than Scheduled.

Standard Retail Contract means the Energy sale and Supply contract applicable to the Supply Address required of us under the Regulatory Requirements and in accordance with our retail licence, which is, if the Supply Address is in:

- (a) Victoria, our standing offer for gas or electricity;
- (b) South Australia, our standing contract for electricity;
- (c) New South Wales, our standard form customer supply contract for gas; or
- (d) Queensland, our standard retail contract for gas or electricity.

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).

Urban Feeder means a feeder with annual actual maximum demand per total feeder route length greater than 0.3 MVA/km and which is not a CBD Feeder, Short Rural Feeder, Long Rural Feeder or an Isolated Feeder.

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

17.2 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.

