

Energy in  
action.®

AGL

Gas standard  
retail contract.

Tweed.

AGL

We can give you free information on being more energy efficient. It's good for the environment. It's good for your bill. Just call us on **131 245** or visit [www.agl.com.au](http://www.agl.com.au)

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。

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

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



CONSUMER

AGL Energy uses  
**Greenhouse Friendly™**  
ENVI Silk Carbon Neutral Paper

ENVI Silk is an Australian Government  
certified Greenhouse Friendly™ Product.

## Standard retail contract for natural gas.

### Effective from July 2007.

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## 1. SCOPE, CUSTOMER CONTRACT AND CHARTER

### About AGL's standard form contract

This Contract is the standard form contract for the supply of natural gas between AGL Sales (Queensland) Pty Limited ABN 85 121 177 740 and our Small Retail Customers whose supply address is located (or will be located) within the Tweed Supply Area.

You do have the right to negotiate alternative terms if you wish, and if you do so, the terms of this standard form contract will not apply. You can contact us, including to see or obtain a copy of all or part of this Contract, at Level 31, Comalco Place, 12 Creek Street, Brisbane QLD 4000, by calling 1300 309 132 or on our website at [www.agl.com.au](http://www.agl.com.au)

If you have not entered into a separate negotiated contract for the supply of natural gas to your supply address then your use of natural gas will be governed by this Contract. We may amend this Contract without your prior consent by publishing details of the amendments (following consultation with any relevant customer council).

If we terminate the supply of natural gas to your supply address, this does not affect rights or obligations which existed before the date of termination and you will continue to have access to our complaints and dispute resolution process.

### About customer protection

The *Gas Supply (Natural Gas Retail Competition) Regulation 2001* sets out standards for the supply of natural gas to Small Retail Customers.

### About the AGL customer charter

We will send each customer an AGL Customer Charter which summarises, in a customer friendly manner, your rights under this Contract, and information about our services. The terms of this Contract apply should there be any inconsistency between the Contract and the Charter.

## 2. INFORMATION AND COMMUNICATION

### Information we require from you

You must tell us your name and address and provide acceptable identification before natural gas is supplied to your supply address. You must also advise us promptly if there is any change in:

- (a) responsibility for paying the supply account,
- (b) your contact details,
- (c) the major purpose of using natural gas at your supply address,
- (d) access to the meter, or
- (e) the internal natural gas pipes or appliances which may affect the quality or safety of natural gas supply.

Our obligations under this Contract are subject to you providing us with the information listed above and we may not be able, or may refuse, to supply natural gas if you do not provide this information.

## Privacy and confidentiality

We require the personal information set out above for the primary purpose of supplying you with natural gas according to this Contract, and for the related purposes of billing and account management, business planning and development, product development, and providing you with information about and supplying you with the goods or services of other members of the AGL group and of other organisations.

On request, we will provide you with access to any personal information we hold about you, unless we are permitted or required by any law to refuse such access. You should contact us to make an access request.

You authorise us to use and disclose personal information about you for the primary and related purposes set out above, and to exchange personal information about you with members of the AGL group, our agents, contractors and franchisees, any party acting on our behalf in relation to this Contract, the Distributor and any metering provider or market operator, other suppliers of natural gas (including for the purposes of implementing last resort supply arrangements), and any other persons or organisations with whom we have established commercial relationships and who provide products or services related to the supply of natural gas to you under this Contract.

Without limiting this section, we may make the consumption history at the supply address available to the Distributor, together with any other information reasonably required to distribute natural gas to you, and we may disclose any information about you to another supplier for the purpose of implementing last resort supply arrangements.

We may also be permitted or required to use or disclose personal information about you (including your name, address and other details) including disclosure to law enforcement agencies, use or disclosure under a court order, or use or disclosure to prevent injury or to investigate suspected fraud or other unlawful activities.

To the extent permitted by law, we may exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, the Distributor or other suppliers, or our agents, contractors and franchisees.

## Information we will provide to you on request

We will on your request supply the following information:

- (a) reasonable information about our price plans including the alternative price plans that may be available to you,
- (b) free information and advice on the most cost effective way to use natural gas, how you can arrange to have an energy audit (including the costs of such audit), and the typical running costs of major domestic appliances,
- (c) multilingual translation through the Government Interpreter Services to meet your reasonable needs, and
- (d) information about our complaints handling process and external dispute resolution bodies.

We will also provide you with information in each bill and further information on request as set out below.

## Form of notices

Except where a particular method of communication is specified in this Contract or required by law:

- (a) any communication between us under this Contract may be in writing, by telephone or by electronic means such as email to an agreed address, and
- (b) any communication under this Contract required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

## Complaints and dispute resolution

You may make an enquiry or complain to us about any decision we have made in relation to our supply of natural gas under this Contract. We will manage enquiries and complaints made by you in accordance with the AGL Complaints and Handling and Dispute Resolution Procedure, which complies with Australian Standard 4269-1995 Complaints Handling and is available free of charge on request and is outlined below:

- (a) You may telephone us on the number set out on your bill in order to notify us of any enquiry or complaint, and we will try to resolve your enquiry or complaint through informal negotiations over the telephone.
- (b) Where you are not satisfied with the way we have dealt with your enquiry or complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original enquiry or complaint and your request for a review. We will review your enquiry or complaint and respond to you in writing within 28 days with our decision.
- (c) 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 enquiry or complaint reviewed at a higher level. This process elevates your enquiry or complaint through to the appropriate Manager, by telephone or in writing as you prefer.
- (d) We are a member of the Energy and Water Ombudsman NSW Scheme (EWON). Where you are not satisfied with our review and written response to your enquiry or complaint, you may contact the Ombudsman for further review. The Energy and Water Ombudsman provides a free service and can be contacted by the following means:
  - > In person: Level 10, 323 Castlereagh Street, Sydney NSW
  - > Mail: PO Box K1343, Haymarket NSW 1239
  - > Telephone: 1800 246 545
  - > Facsimile: 1800 812 291

## Where you are not the owner of the Supply Address

Where you are not the owner of the supply address, we may require you to seek to have the owner of the supply address fulfil your obligations under this Contract. Your obligation as a tenant is only to request the owner to fulfil the obligation, but our obligations to you are conditional on that person agreeing to do so where that is necessary to enable us to carry out that obligation.

## Assignment

You consent to us assigning our rights or novating or transferring our rights and obligations under this Contract on notice to you. Notice may be given by publishing details in a newspaper or on our website at [www.agl.com.au](http://www.agl.com.au) You may not assign, novate or transfer this Contract without our consent.

### 3. CONNECTION AND SUPPLY STANDARDS

Your Distributor is responsible for connecting your supply address to the distribution system. Accordingly when this Contract refers to us connecting your supply address or carrying out works in connection with your supply it is a reference to us procuring that connection or works.

#### Establishing natural gas supply – existing connections

Where there is an adequate supply of natural gas available at the boundary of a supply address which has previously been supplied by us or another supplier, we will use our best endeavours to connect the supply address and commence supply of natural gas to your supply address from the date that the following conditions are satisfied:

- (a) you provide acceptable identification, billing details, and information concerning the appliances installed at the supply address and the anticipated usage of the appliances,
- (b) the Distributor makes supply available at your address (by connecting your supply address to the distribution system),
- (c) the pipework and appliances at the supply address are certified as complying with the necessary standards and legislation, and there is a meter available for our use,
- (d) where you are not the owner of the property, you provide us with the consent of or contact numbers for the property owner or agent,
- (e) we are satisfied that there is suitable access to the supply address, and to the meter and equipment at the supply address,
- (f) you provide on request from us a refundable advance or security deposit or a bank guarantee, or enter into a payment arrangement,
- (g) you have paid or arranged to pay all amounts owing by you to us for natural gas supply other than a debt which is in dispute, and
- (h) all necessary transfers have been completed to allow us to supply you with gas in accordance with the applicable Regulatory Requirements (which is usually the date of your next scheduled meter reading).

The Distributor will provide, install, and maintain the equipment necessary to supply natural gas to your supply address, including the meter and associated equipment. The meter will be located in an accessible location, taking your wishes into account.

#### Establishing supply – new connections

If natural gas is not already supplied to a supply address, we will use our best endeavours to commence supply of natural gas from the date that the following conditions are satisfied:

- (a) there is an adequate supply of natural gas available at the proper volume and pressure at the boundary of the supply address,
- (b) the Distributor makes supply available at your address (by connecting your supply address to the distribution system),
- (c) you pay the quoted cost of making supply available,
- (d) you provide acceptable identification, billing details, and information concerning the appliances installed in the supply address and the anticipated usage of the appliances,
- (e) the pipework and appliances at the supply address are certified as complying with the necessary standards and legislation,
- (f) where you are not the owner of the property, you provide us with the consent of or contact details for the property owner or agent,
- (g) you provide on request a refundable advance or security deposit or a bank guarantee, or enter into a payment arrangement, and
- (h) you have paid or arranged to pay all amounts owing by you to us for natural gas supply other than a debt which is in dispute.

The Distributor will provide, install, and maintain the equipment necessary to supply natural gas to your supply address, including the meter and associated equipment.

#### Your obligations in using natural gas

Our obligations under this Contract are subject to you complying with the following requirements:

- (a) you cannot allow natural gas directed to your supply address to be used at another address, or take at your supply address any natural gas directed to another address,
- (b) you cannot supply natural gas to any other person unless specifically agreed to by us in writing or unless permitted by regulatory requirements,
- (c) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the meter or associated equipment,
- (d) if we supply the natural gas to you under a residential price plan, you cannot use the natural gas for a non residential purpose other than a home office, and
- (e) if we supply the natural gas to you under a specific purpose price plan, you cannot use the natural gas for another purpose.

If you obtain natural gas otherwise than as permitted by this Contract 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 equipment, we may recover from you the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

If you were supplied natural gas with us other than under a customer supply contract immediately before the commencement of natural gas supply under this Contract, you are liable under this Contract to pay any amount unpaid in relation to that period of supply (unless you pay another supplier for that natural gas supply).

You agree to comply with the following requirements to enable us to provide you with a reliable safe supply of natural gas:

- (a) you will keep the natural gas installation at your supply address in safe condition,
- (b) you will protect our and the Distributor's equipment from damage and interference,
- (c) you will provide safe, convenient and unhindered access to enable work on the distribution system to be carried out,
- (d) you will not allow a person other than someone you believe to be an accredited natural gas installer to perform work on a natural gas installation,
- (e) you will not use natural gas supply in a manner that may interfere with the distribution system or supply to any other natural gas installation or cause damage or interference to a third party, and
- (f) you will not interfere or allow someone to interfere with the distribution system which delivers natural gas to the supply address, or with any metering equipment at the supply address.

You also agree to 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 natural gas installations, and
- (d) to inspect, repair, test or maintain the distribution system.

#### 4. OUR RESPONSIBILITIES IN SUPPLYING GAS

##### Distribution standards

As a natural gas retailer, we do not have control over the process or distribution of natural gas. In particular, the quality, pressure and continuity of the supply of natural gas to your supply address is subject to a range of factors, including accidents, weather and acts of third parties. As a natural gas retailer we cannot guarantee:

- (a) the quality or pressure of the gas delivered to your supply address,
- (b) the continuity of supply of gas to you.

On request, we will, within 10 Business Days, provide you with:

- (a) advice on protection of our or the Distributor's equipment and the distribution system, and
- (b) advice on using natural gas so that it does not interfere with the distribution system or with supply to any other natural gas installation.

##### Limitation of liability

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 Contract, if you are what those laws call a 'consumer'. If you are a consumer under these laws, this Contract cannot lessen the benefits these laws give, except to the extent permitted by these laws.

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 Contract, its quality, fitness or safety, other than those set out in this Contract.

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 Contract.

Any liability we have to you under law that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this Contract to your supply address, or
- (b) paying you the cost of replacing the goods or services provided under this Contract to your supply address or acquiring equivalent goods or services.

You must indemnify us against any injury, loss or damage suffered by a third party in connection with your use of gas 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 Contract.

##### Supply interruptions

The Distributor or we may interrupt the supply of natural gas to your supply address:

- (a) where necessary to permit maintenance or repair, improvements or alterations to the distribution network or any part of it (including the installation of a new connection),
- (b) in the event of an emergency or where necessary to avert danger to persons or property or to comply with a law,
- (c) where necessary to protect the operational integrity of the distribution network or any part of it or to ensure the safe and efficient operation of the distribution network or any part of it, or
- (d) where the quantity of gas delivered into the distribution network or any part of it is insufficient to meet demand.

We include a 24 hour telephone number on our bills to you so you can obtain details of the interruption and its expected duration.

At your request, we will explain any unplanned maintenance and/or interruption to supply at the supply address. We will provide that explanation in writing if you so request. We will provide you with the explanation within five Business Days of obtaining the explanation from the Distributor.

Where supply is interrupted and it is reasonably within our power to remedy the disruption, we will commence to remedy the disruption within a reasonable period.

### **Notice of work**

If we or the Distributor wishes to undertake inspections, repairs, testing or maintenance of 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 replacement.

If the work relates to planned maintenance, we will give you at least four days notice. In any other case, we will pass on to you any notice that we receive from your distributor.

## **5. PRICE PLANS, BILLING AND FINANCIAL TRANSACTIONS**

### **Price plans**

The fees and charges for gas and other services are as set out in the Price List and as updated regularly on our website. Unless otherwise stated, all charges are inclusive of GST (where applicable). We will ensure our fees and charges are consistent with any Regulatory Requirements as some of the charges are regulated by law.

The fees and charges payable under this Contract will be specified in the Price List and will generally include:

- (a) a supply or service fee,
- (b) a gas usage charge, calculated by multiplying your consumption by the relevant rate applying to that consumption (different rates may apply to different quantities of gas supplied), and
- (c) other fees and charges that reflect our costs of providing or arranging services under this Contract, as set out in this Contract, the Price List or otherwise agreed with or notified to you.

We will publish a notice of our Price List and any variations to it in a newspaper or newspapers circulating in the relevant areas and on our website. Any such notice will include a statement of the new rates or the amount of the variation and will specify the date that the variation will take effect (being a date after the date of the notice).

If you are affected by a variation in your price plan you will also be notified as soon as practicable after publication of the price plan, and no later than your next bill.

You are not liable to pay any charge unless the amount of, or basis for the calculation of the amount of, the charge is set out in these terms or the Price List.

### **New customers**

If you do not currently acquire gas from us at the Supply Address and a new account needs to be created, we may charge you an Establishment Fee to cover our reasonable administration expenses, as set out in the Price List.

### **Transfer to a different price plan**

Where our Price List contains more than one price plan and you wish to change your price plan, we will transfer you to another price plan provided that:

- (a) you meet the conditions under which the price plan is offered, and
- (b) you apply to be transferred.

We will advise you of the result of your application within five Business Days. If the transfer to another price plan involves the installation of new metering equipment, we will make an offer to supply you at the new price plan within five Business Days of approval of your application, or after receipt of all the information we need to make the offer.

When you transfer from one price plan to another, the new price plan will take effect from the date of the previous meter reading at the old price plan or, where the meter is changed, from the date that the change is completed.

### **Bills**

We will issue a bill at least every three months to the address nominated by you or a person authorised to act on your behalf.

We will include the following details on each bill:

- (a) your name and bill number, the address of your supply premises and any relevant mailing address,
- (b) your Metering Identification Registration Number and checksum,
- (c) the dates on which the billing period began and ended,
- (d) the total charges payable,
- (e) the charges for all services provided or arranged by us separated into charges for natural gas supply and charges for any other services and goods,
- (f) the pay-by date for the bill,
- (g) any unpaid amounts and the due date for payment of those amounts,
- (h) the amount of any credit received from you,
- (i) any amount deducted, credited or received under any Government funded rebate or relief scheme or any payment plan operated by us,
- (j) the payment methods available for the bill,
- (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, and
- (m) in community languages, information about the availability of interpreter services for the languages concerned and telephone numbers for the services.

We will also include the following information relating to natural gas consumption in each bill:

- (a) details of any meter readings for the period,
- (b) the estimated or measured quantity of natural gas supplied,
- (c) the rates applicable to the supply,
- (d) the average daily consumption during the billing period, and
- (e) if we supplied you with natural gas during the corresponding period in the previous year, the average daily consumption for that period.

If we provide goods or services in addition to the supply of natural gas, those items may be billed separately. If they are not, then we will include the charges for such goods and services as separate items on the bill. We will apply payments for those goods or services as you direct or, if you do not direct how to apply payment, we will apply payment to charges related to the supply of natural gas first and then to the additional goods or services.

Our fees and charges published in our Price List and any other advertised prices include GST, where GST applies. However, our bills will set out the GST exclusive rate to which GST will be added, where applicable.

### **Basis of bills**

Your bill will be based on the amount of natural gas identified as having been delivered to your supply address. This amount will be derived from consecutive meter readings (which will occur at least every six months) except in the following circumstances:

- (a) if we find that the meter has ceased to correctly register, or natural gas has been supplied without passing through a meter, we may estimate the natural gas supplied for any period up to six months beforehand,
- (b) if there is no meter reading available for any period, we may estimate the natural gas supplied for that period, and
- (c) if we or the Distributor or metering agent cannot obtain access to the meter, we will ask you to elect to pay an amount estimated by us or to pay an amount based on our determination after we can access the meter.

Any estimation 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, calculated for the period covered by the bill. We will reconcile any charges paid by you with the consumption measured.

If you have changed your price plan, or if the price plan rate changes during a billing period, we will calculate your bill on the following basis:

- (a) the natural gas for the whole of the billing period will be charged for at the rate applicable at the end of the period, and
- (b) for each variation that occurred during that period, we will deduct an adjustment component calculated for the part of the period occurring before the variation, according to the following formula:

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

where:

- A is the adjustment component.
- d is the number of days in the billing period during which gas was supplied:
  - (i) in the case of the first or only variation, before the variation took effect, or
  - (ii) in the case of a second or subsequent variation, after the previous variation took effect and before the second or subsequent variation took effect.
- n is the number of days in the billing period during which gas was supplied.

- N is the amount of the charge for the whole of the billing period, calculated at the rate applicable at the end of the period.
- C is the amount of the charge for the whole of the billing period, calculated:
  - (i) in the case of the first or only variation, at the rate applicable immediately before the variation took effect, or
  - (ii) in the case of a second or subsequent variation, at the rate applicable immediately before the second or subsequent variation took effect.

### **Information about bills**

On your request, we will provide you within a reasonable time and free of charge with:

- (a) information about the current status of your bill or account, and
- (b) information about meter readings and meter registrations connected with a bill.

On your request, we will provide you within a reasonable time with information about, or copies of, previous bills issued by us. We may charge you for the reasonable costs of supplying a copy of a bill that is more than two years old or where we have already provided information under this paragraph within the last 12 months. We will not provide bills or billing information to anyone apart from you unless you give your written consent or we are required by law to do so.

### **Review of bills**

You may make a complaint to us about your bill or any matter relating to the bill or any charges. We will consider the complaint and may either determine that the bill or amount is correct, or correct the bill or amount.

You may request that we visit the supply address to inspect the meter or otherwise investigate your bill. If we agree to do so and we determine the bill to be correct, we may charge you a Meter Inspection Fee as set out in the Price List.

### **Meter testing**

If we have reviewed a bill or amount at your request and determined it to be correct, you can request us to arrange for the meter to be tested or inspected or arrange for an actual reading of the meter to be taken in accordance with all applicable regulations. We will arrange for the testing if you pay in advance the applicable Meter Inspection Fee, the Meter Testing Fee or Special Meter Reading Fee (as the case may be) as set out in the Price List.

If the meter is found to be inaccurate by more than the amount allowable in applicable metering standards, we will refund the fees outlined above. Otherwise, you will be responsible for paying the applicable Meter Testing Fee, Meter Inspection Fee and Special Meter Reading (as the case may be) and the full amount of your bill.

### **If there is an error in a bill**

If there are errors in your bill or if we are informed of errors in the amount of natural gas delivered to your supply address, we

will refund any amount overcharged or charge you the amount that you were undercharged on the next bill.

If you were undercharged, we will:

- (a) only seek to recover amounts undercharged in the twelve months prior to your last bill, and
- (b) list the amount as a separate item in a special bill or in the next bill in your billing cycle, together with an explanation of the amount.

You will not be charged interest on the amount, and if you request it, we will agree a payment plan allowing you to pay the undercharged amount in agreed instalments over a period equal to the period in which the undercharging occurred.

If we have undercharged you as a result of fraud, or use of natural gas otherwise than in accordance with this Contract and the law, we may take action appropriate to the illegal use of natural gas.

If you have been overcharged by more than \$25, we will:

- (a) inform you of the overcharging within 10 Business Days of our becoming aware of the error,
- (b) reimburse the amount overcharged in accordance with your instructions (and if no instructions are given, credit the amount on your next bill), and
- (c) pay you interest at the Prescribed Rate.

If you have been overcharged by \$25 or less, we will:

- (a) credit the amount on your next bill, and
- (b) credit interest on that amount at the Prescribed Rate.

## Payments

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 12 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 you a late payment fee and/or a debt collection fee as set out in the Price List.

We will always offer at least the following payment methods:

- (a) by cash, cheque or credit card at our offices or those of our agents,
- (b) by post by means of a cheque or credit card,
- (c) by telephone by credit card,
- (d) by direct debit from a cheque, savings or credit card account, and
- (e) if you request it, payment in advance.

If you pay by cheque, direct debit or credit card and the payment is dishonoured or reversed by your bank or financial institution, we may charge you a dishonoured payment fee, as set out in the Price List.

On request, if you are a residential customer, we will provide free of charge information on any concessions, rebates or grants that are available and their eligibility requirements. The NSW Government's pensioner energy concession, which contributes a fixed amount per year to eligible concession holders' cost of electricity and gas is applied to the electricity

bill only. Contact your electricity supplier with your concession number if you are not currently receiving this rebate.

To the extent permitted by law, we may charge you interest on any amounts owing that are not paid by the pay-by date and which we have not agreed to defer, including through an instalment plan. Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at the Prescribed Rate.

If you do not pay any bill by the pay-by date and non payment gives rise to a right to discontinue supply, we will:

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

If the non payment does not give rise to a right to discontinue supply, we will follow the same procedure but without discontinuing supply, and may take legal action to recover the debt.

We may recover from you our reasonable costs associated with debt recovery under this Contract, and may also disclose information relating to your credit to a credit reporting agency or to other credit providers.

If we or the Distributor are called out to discontinue the supply premises for non payment and you provide payment or make arrangements to pay before the supply premises are disconnected, we may charge you the Debt Collection Fee as set out in the Price List.

Where we have the right to discontinue the supply to the premises, we may in our discretion elect not to do so based on:

- (a) the nature of the grounds under which our right to discontinue 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 Contract and any previous supply arrangements;
- (c) our evaluation of the likelihood that you will fulfil your obligations under this Contract 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).

The exercise of our discretion not to discontinue the supply to the premises is not a waiver of our right to do so, and we may decide to discontinue the supply to the premises according to this Contract at any time until the grounds for discontinuation are rectified.

## Instalment plans

If you are a residential customer and in our opinion you are experiencing financial difficulties, we will offer you the

option of paying on an instalment plan. We may also offer you the option of paying on an instalment plan if you are a business customer.

In offering an instalment plan we will, in consultation with you, develop and agree an individual instalment plan, taking into account your circumstances, including your natural gas usage and capacity to pay the full amount.

### **If you have trouble paying**

If you are a residential customer and you are experiencing difficulty in paying your bill or if you require payment assistance, we will provide:

- (a) the option of negotiating an instalment plan (subject to eligibility requirements, which you may contact us to discuss),
- (b) information about, and referral to, Government assistance programs, and
- (c) information about independent financial counselling services.

### **Direct debits**

If we offer you the option of payment directly from your bank account, we will do so on terms that are consistent with the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct. 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 agreement.

### **Shortened billing cycles**

We may offer a shortened billing cycle to customers as a financial accommodation. If we do so, then we may charge you for our additional costs in providing this service and for any fees charged to us if you fail to make the periodical payment you agreed to make.

### **Refundable advances or security deposits**

Subject to all applicable Regulatory Requirements, we may require you to provide a security deposit before connection or reconnection of supply of gas to your supply address.

If requested, you must provide the security deposit or any increase in the security deposit within five Business Days of our request.

The security deposit will be no more than:

- (a) if you receive quarterly bills – the greater of \$150 or 1.5 times your estimated quarterly gas bill, or
- (b) if you receive monthly bills – the greater of \$500 or 2.5 times your estimated monthly gas bill.

We will base the estimated monthly or quarterly bill on:

- (a) your previous billing history,
- (b) the previous billing history at the supply address, or
- (c) typical gas usage of customers of the same type as you.

We will repay your security deposit (or any bank guarantee that we have accepted in lieu of a security deposit) within 10 Business Days of you ceasing to purchase gas from us at the supply address.

We may use the security deposit to offset any amount owed by you to us if you are disconnected for failure to pay and no longer have a right to be reconnected, or if you vacate your supply address, request disconnection or transfer to another retailer. We will not use the security deposit to offset charges in respect of any goods or services other than gas, without your Explicit Informed Consent.

### **Vacating a supply address**

If you wish us to discontinue supply (including because you are vacating the supply address), you must give us at least three Business Days notice (including a forwarding address if appropriate). If you do not give us this notice, you will be liable for all charges in respect of supply to the supply address until the earliest of:

- (a) three Business Days after we become aware of your desire that supply be disconnected,
- (b) the supply being discontinued or otherwise transferred, or
- (c) our entry into a new customer supply contract or arrangement in respect of the supply address.

### **Retailer of last resort scheme**

You agree to transfer, or be transferred, to another natural gas supplier if last resort supply arrangements are implemented with respect to you, in which case this Contract will terminate. We are not liable to be paid any compensation or other payment by you in respect of any such transfer, including the cost incurred by us in relation to the transfer. However, we may charge you the maximum fee approved by the Minister if you are supplied under this Contract under a last resort supply arrangement.

## **6. SUSPENSION AND REFUSAL TO SUPPLY**

### **Non-payment**

If you do not:

- (a) pay for,
- (b) agree to an offer of an instalment plan or other payment option for, or
- (c) adhere to your obligations to pay in accordance with an agreed payment plan relating to,

any charges under this Contract or any previous supply arrangement with us, we may:

- (a) discontinue supply until a suitable arrangement has been made to pay, and/or
- (b) refuse to supply your address in the future.

This may involve physical disconnection of the supply address from the distribution system without further notice.

### **Refusal of access**

If you do not provide access to your supply address, as required by this Contract, or if you deny access to the Distributor on three consecutive occasions when it has attempted to read the meter we may disconnect supply to your supply address.

### **Breach of regulatory requirements**

If you have obtained supply of natural gas in breach of any regulatory requirement, the Distributor or we may disconnect your supply address from the distribution system without prior notice to you.

### **Failure to provide security**

If you refuse to pay a refundable advance or security deposit or provide a bank guarantee where they are required, we may discontinue supply to your supply address.

### **Emergencies**

If there is an emergency, we or the Distributor may interrupt supply or disconnect your supply address from the distribution system. In this event, we or the Distributor will provide information about the extent and duration of the interruption on a 24 hour emergency telephone number, and use our best efforts to restore supply as soon as possible.

### **Limitations on discontinuance**

We will not discontinue supply:

- (a) for non payment of a bill or failure to provide security, where you have an application pending for assistance under a Government funded rebate or relief scheme or a payment plan operated by us,
- (b) after 3pm on a weekday, or
- (c) on a Friday, Saturday or Sunday, on a public holiday, or on the day before a public holiday.

### **Disconnection fee**

Where we have arranged for the disconnection of the supply of gas to the supply address due to your non-payment or an act or omission by you, we may charge you the Disconnection Fee as set out in the Price List.

## **7. GUARANTEED CUSTOMER SERVICE STANDARDS**

### **Compliance**

This Contract and these guaranteed customer service standards comply with the *Gas Supply Act 1996*, the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* and other instruments made under that Act, and other applicable laws.

### **Telephone hotlines**

We will inform you about any relevant local call rate telephone service that operates seven days a week and 24 hours a day and can receive notice of, and give information concerning, faults and difficulties in natural gas works.

We will provide a local call rate telephone service that operates during business hours and can receive notice of, and give information concerning, your bill and services arranged by us.

### **No discontinuance of supply except after due notice**

If we become authorised to discontinue the supply of natural gas to you on grounds arising under this Contract or any law, we will not take action to discontinue 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 the notice, for the purpose of helping you do whatever is necessary to remove the grounds for disconnection.

In any notice, and in any dealings with you, we will:

- (a) set out the grounds authorising us to take the action proposed,
- (b) tell you the date after which supply may be discontinued if those grounds are not removed (being at least fourteen days after the first notice),
- (c) advise you of your rights under this Contract, particularly any rights you may have to refer the complaint or dispute to the Ombudsman, and
- (d) if the grounds include your failure to pay for connection or natural gas supply services; advise you of any Government funded rebate or relief schemes relevant to you, and any payment plan we operate.

If all other attempts to deal with you have been unsuccessful, we will make at least one further attempt outside business hours. We will document all action that we take to contact and deal with you, and will not take any action:

- (a) until after the date specified in the notice, or
- (b) if before that date you request that the complaint be referred to the Ombudsman, until the matter is determined (or if the Ombudsman directs that the action not be taken).

Nothing in this paragraph affects our right to interrupt continuous supply as agreed in this Contract, or to prevent us from discontinuing supply at your request.

### **Notice to be given to you after discontinuation**

If your supply address is disconnected from a distribution system on our request, we will give you a notice telling you that the supply address has been disconnected and setting out:

- (a) the grounds on which the supply to the address was discontinued,
- (b) a telephone number to contact to discuss the matter with us,
- (c) the arrangements you will need to make for recommencement of supply, including any costs payable for recommencement, and
- (d) the dispute resolution procedures available in relation to disputes between you and us.

### **Recommencement of supply**

We will recommence the supply of natural gas if:

- (a) you rectify the grounds for discontinuance within a reasonable time,
- (b) you request that supply be recommenced, and
- (c) you pay our reasonable recommencement fee, as set out in the Price List to this Contract.

We will use our best endeavours to recommence supply within the following periods:

- (a) if your request is made before 3pm on a Business Day, on that day,
- (b) if your request is made after 3pm on a Business Day, on the next Business Day, or if you pay an after hours connection fee then on that day.

### **Punctuality in keeping appointments**

If we or our representative are more than 15 minutes late for an appointment with you or your representative, we will pay you at least \$25 by way of compensation for the delay.

### **Glossary of terms**

**Distributor** – AGL Sales (Queensland) Pty Limited supplies you with natural gas, but in doing so, the natural gas is carried through pipes which are not owned and operated by AGL Sales (Queensland) Pty Limited. The person who owns and operates the pipes is the Distributor.

**Prescribed Rate** – means the rate prescribed under section 95(1) of the *Supreme Court Act 1970* for payment of interest on a judgment debt.

**Price List** – means our list of current tariffs, fees and charges applying to you from time to time.

**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 any mandatory approvals and guidelines, including industry standards or administrative interpretation of them, as may be in force and as amended from time to time and which governs or relates to the sale or supply of gas by us to you.

**Small Retail Customer** – has the same meaning as given to that term in the *Gas Supply Act 1996*.

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