

Terms.

For Small Business
Customers in New South Wales.

Effective from July 2008



TERMS FOR SMALL BUSINESS CUSTOMERS IN NSW
EFFECTIVE FROM JULY 2008

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1 NEGOTIATED SUPPLY CONTRACT

1.1 About your AGL Energy Plan

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

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

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

1.1.2 If you have an existing connection to a gas or electricity network, then as long as you are not bound by contractual restrictions, you have the right to choose your gas and electricity suppliers. You acknowledge that you are under no obligation to enter into a negotiated contract for the supply of gas or electricity and that if you do not wish to enter into a negotiated contract you are generally entitled to be supplied gas and/or electricity by your standard gas and/or electricity suppliers under standard form contracts at regulated prices. AGL is the standard gas supplier for the greater Sydney metropolitan area as well as certain regional areas of NSW. The standard electricity supplier for your district is the electricity Distributor set out in the Offer or a retailer associated with that Distributor.

1.1.3 In making this offer to you, we used the services of the Marketer(s) named in the Offer. The Marketer(s) received a fee for these services.

1.1.4 If you are transferring to us from another energy supplier, when you accept this Energy Plan your gas and/or electricity Distributor(s) will remain the same and therefore the reliability of your Supply remains the same.

1.1.5 If your gas and/or electricity is currently supplied under a negotiated contract you may have to pay a termination fee or termination fees to your current supplier.

1.2 About the Gas and Electricity Supply Acts

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

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

1.2.3 If you request a copy of any document referred to in this Energy Plan (but not incorporated in it) or any Applicable Legislation we will send it to you as soon as practicable after we receive your request for a charge to cover the printing and mailing costs.

1.3 Nature of Offer and Acceptance

- 1.3.1 This Energy Plan is only available to Small Business Customers, is only for the Supply Address listed in the Offer, and is not transferable. We can withdraw the Offer and this Energy Plan any time up until the time that you accept it.
- 1.3.2 This Energy Plan is only valid if you meet our customer eligibility criteria determined by us in respect of this Energy Plan, including any pre-contract credit rating checks and confirmation that the information you have provided to us when making this Offer to you is accurate.
- 1.3.3 You are only eligible for this Energy Plan if you are legally entitled and practically able to choose your gas and/or electricity suppliers. The initial charges set out in the Offer are based on available information and assumptions about your distribution region, meter type and meter configuration and that your standard gas supplier is AGL Retail Energy Limited. Those initial charges are only valid and will only apply to this Energy Plan if we have the correct information about your distribution region, meter type, meter configuration and standard gas supplier. If we subsequently determine that you are in a different distribution region or that our information regarding your meter type or meter configuration or standard gas supplier was incorrect or incomplete then we may vary the initial charges and advise you of the new charges that will apply to this Energy Plan from its commencement. In any such case, we will contact you as soon as possible and advise you of your options. If you terminate this Energy Plan in these circumstances, we will waive any applicable Early Termination Fee. You are not eligible for this Energy Plan if you live in the Bega Valley, Bombala, Boorowa, Cooma Monaro, Crookwell, Eurobadalla, Goulburn, Gunning, Harden, Mulwaree, Nowra, Shoalhaven, Queanbeyan, Snowy River, Tallanganda, Tumut, Worrige, Yarrawlumba, Yass or Young local government areas.
- 1.3.4 This Energy Plan (including the initial charges set out in the Offer) is not suitable for:
- (a) Supply Addresses that are part of embedded networks; or
 - (b) certain types and configurations of electricity Meter (including Solar Photovoltaic (Solar PV) systems and Time of Use (TOU) Meters), which may be installed at your Supply Address. Details of your electricity Meter type and configuration only become available to us from your electricity Distributor at the time of your transfer to us.
- If we become aware that this Energy Plan is not suitable, we will contact you as soon as possible with the alternative options. In these circumstances we will waive any applicable Early Termination Fee.
- 1.3.5 If you have not already accepted this Energy Plan, then to accept it simply:
- (a) sign the Offer in front of one of our marketing representatives; or
 - (b) call us to record your acceptance before 5pm on the Offer Expiry Date set out in the Offer; or
 - (c) sign the Offer in the place indicated for your acceptance and return it to us so that we receive it by 5pm on the Offer Expiry Date set out in the Offer; or

(d) complete your acceptance by any other method as set out in the Offer.

- 1.3.6 If you accepted this Offer on the telephone or you have signed the Offer and returned it to us via mail, your acceptance is not complete until you have received these Terms including the information in the Disclosure Statement
- 1.3.7 By accepting this Energy Plan, you agree to be bound by the Offer and by these Terms.
- 1.3.8 If you already have a contract with us for the Supply of gas and/or electricity to your Supply Address, this Energy Plan replaces it for that energy source from the Supply Commencement Date onwards. (Please note you may have to pay a termination fee or termination fees under your current negotiated contract).
- 1.3.9 We will send you a letter to confirm that we have received your acceptance of this Energy Plan unless you have accepted this Energy Plan in person with a marketing representative or in instances where your acceptance has been deemed to have occurred on a certain date.

1.4 Definitions and Interpretation

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

1.5 Multiple Supply Addresses

- 1.5.1 Where the Offer specifies, or we otherwise agree, that this Energy Plan will apply to multiple Supply Addresses:
- (a) each reference to a Supply Address in this Energy Plan is a reference to each of the Supply Addresses to which this Energy Plan applies; and
 - (b) for the avoidance of doubt, if this Energy Plan is terminated in respect of one or more Supply Addresses, the Energy Plan will continue in relation to each other Supply Address.

2 SUPPLY COMMENCEMENT AND TERM

2.1 Cooling-off Period

- 2.1.1 This Energy Plan is subject to a Cooling-off Period of 10 Business Days and does not take effect until that period has expired. The Cooling-off Period will commence on:
- (a) the date of your acceptance of this Energy Plan; or
 - (b) if you accepted this Energy Plan on the telephone or have mailed back your acceptance, the later of:
 - (i) the date of your acceptance of this Energy Plan; and
 - (ii) the date you receive these Terms including the information in the Disclosure Statement.
- 2.1.2 You can cancel this Energy Plan without penalty by sending a written cancellation notice at any time before the end of the Cooling-off Period. The notice must clearly indicate that you intend to cancel this Energy Plan, and should be sent or faxed to the address or number in the Offer.
- 2.1.3 If you are moving into or have just moved into the Supply Address and you cancel your Energy Plan during the Cooling-off Period and you have consumed gas and/or electricity

before that cancellation takes effect, we will bill you for that consumption at the rates set out in the Offer.

- 2.1.4 If you cancel this Energy Plan during the Cooling-off Period, then unless this Energy Plan involves a new connection service or is an Energisation contract, the Energy Plan will have no effect and you will continue to be supplied with gas and/or electricity under the same arrangements that applied at the time you accepted this Energy Plan.
- 2.1.5 If this Energy Plan involves a new connection service or is an Energisation contract and Supply has commenced, then termination will not take effect until:
 - (a) the Supply Address is disconnected; or
 - (b) Supply has commenced under another customer supply arrangement in respect of the Supply Address.
- 2.1.6 If this Energy Plan involves the AGL EZI Connect new connection service and is cancelled during the Cooling-off Period, you will still be billed the EZI Connect Fee.

2.2 Connection to Distribution Networks

- 2.2.1 In accordance with all applicable Regulatory Requirements, the Supply of gas and/or electricity under this Energy Plan depends on the Supply Address being connected to the gas and/or electricity Distribution Systems (as applicable). Each Distribution System is operated by a Distributor.
- 2.2.2 If your Supply Address is not already connected to the gas Distribution System, to Supply you with gas under this Energy Plan, we will obtain connection and distribution services on your behalf. We may charge you the EZI Connect Fee if we do so.
- 2.2.3 If your Supply Address is already connected to the gas Distribution System, we will obtain connection and distribution services on your behalf. Any charges imposed by your gas Distributor for these services will either be directly passed through to you or be built into bundled charges payable under this Energy Plan.
- 2.2.4 In relation to electricity, the relevant Distributor will directly provide you with connection and distribution services under a standard form or negotiated connection contract. Unless we agree otherwise, we will issue bills and collect payments in relation to these services on behalf of the Distributor, together with the other charges payable under this Energy Plan. If the Supply Address is not currently supplied with electricity, we will use our Best Endeavours to arrange your connection to the electricity Distribution System. We may charge you the EZI Connect Fee if we do so.

2.3 Supply Commencement Date

- 2.3.1 This Energy Plan will begin on the Supply Commencement Date or, if your Energy Plan is for both gas and electricity, on the Supply Commencement Date for gas or electricity, whichever occurs first.
- 2.3.2 Subject to this clause, the Supply Commencement Date under this Energy Plan will be the date on which all the following conditions are satisfied:
 - (a) the Cooling-off Period set out in clause 2.1 has expired

(unless this Energy Plan involves a new connection service or is an Energisation contract);

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

2.3.3 If this Energy Plan involves a new connection service or is an Energisation contract, the Supply Commencement Date under this Energy Plan will be:

- (a) for gas, the date we become responsible for the gas supplied at the Supply Address for the purposes of settlement of the wholesale gas market under Regulatory Requirements; and
- (b) for electricity, the date we become responsible for the electricity supplied at the Supply Address for the purposes of settlement of the wholesale electricity market under Regulatory Requirements.

2.3.4 We may charge you an EZI Connect Fee as set out in the Offer if your Supply Address is not currently connected to the Distribution System.

2.3.5 If, before entering into this Energy Plan, you were supplied with gas and/or electricity by us under a new occupant supply arrangement or approved last resort supply arrangement, then aside from anything else in this clause, the Offer may specify a Supply Commencement Date occurring at any time during the period of that supply, however you will not be liable for any electricity you consumed more than 14 days before the Supply Commencement Date for electricity if that date occurred before the date you accepted this Energy Plan.

2.4 Term of Supply

- 2.4.1 We will Supply you with gas and/or electricity in accordance with this Energy Plan from each relevant Supply Commencement Date for the Term of your Energy Plan. There may be separate periods of Supply in relation to gas and electricity because the Supply Commencement Dates for each energy source may be different.
- 2.4.2 If this Energy Plan is a Freedom Plan, it has no set term and will continue until terminated by us on at least 28 days written notice or terminated by you by giving us at least 28 days written notice. If we give you 28 days written notice that we are terminating this Energy Plan, during that notice period you will need to make alternative arrangements for your gas and/or electricity supply by the end of the notice period.
- 2.4.3 If this Energy Plan is an Advantage Plan, the overall duration of this Energy Plan will be longer than the Term unless this Energy Plan is terminated early in accordance with its terms. If this Energy Plan is for both gas and electricity and there are delays experienced between the Supply Commencement Date of the first energy type connected and the Supply Commencement Date of the second energy type connected, the overall duration of this Energy Plan could be significantly longer than the Term.
- 2.4.4 If this Energy Plan is an Advantage Plan, no later than 21 days before the expiry of the Term of your Energy Plan, we will:
- (a) notify you that the Term of your Energy Plan is about to expire, and the date of that expiry;
 - (b) notify you of the charges, terms and conditions that will apply to you if you do not exercise any other option once the Term of your Energy Plan has expired, which may include:
 - (i) the charges, terms and conditions of this Energy Plan, extended for an additional Energy Plan Term;
 - (ii) any other charges, terms and conditions which we may determine; or
 - (iii) disconnection, in accordance with the guaranteed customer service standards specified in this Energy Plan. In this case, our decision will be based on:
 - (A) our estimates of the total direct and indirect costs of supplying gas and/or electricity to you for an additional period;
 - (B) the charges, terms and conditions applying or being offered to similar customers at the time; or
 - (C) both of these factors or any other relevant factor; and
 - (c) notify you of your other options once the Term of your Energy Plan has expired, which will include:
 - (i) entering into a standard form contract with your standard supplier;
 - (ii) entering into any negotiated contract offered to you by us or another supplier; or
 - (iii) requesting disconnection.
- 2.4.5 The Offer may set out in advance the charges, terms and conditions that will apply if you do not exercise any other option. However, this will not alter our obligation to send you this notice as set out above.

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

2.5 New customers

- 2.5.1 If you do not currently acquire gas or electricity from us at the Supply Address and your transfer to us requires new account(s) to be created, we may charge you an account establishment fee to cover our reasonable administration expenses, as set out in the Offer. We may also pass through to you any connection fees that are incurred in order to connect the Supply Address to the Distribution System.
- 2.5.2 If you are a new customer transferring to us, the transfer will take place at the next Meter Reading except where this Energy Plan is an Energisation contract. If that Meter Reading does not occur when expected, and we are legally entitled to transfer you to us based on an estimated Meter Reading, you agree to that transfer. Otherwise the transfer will be delayed until the following Meter Reading. This is usually for a period of up to three months but occasionally delays longer than this may occur. This does not apply to customers moving in to a Supply Address.

2.6 Transfer to another retailer

- 2.6.1 If you decide to terminate this Energy Plan in accordance with its requirements, your transfer to a new retailer will take place at the next scheduled Meter Reading, which may take up to three months. If the scheduled Meter Reading does not occur, the transfer will be delayed until the following Meter Reading.

3 TERMINATION

3.1 When does the Early Termination Fee apply?

- 3.1.1 Subject to any Regulatory Requirements prohibiting or affecting the charging of exit fees, if this Energy Plan is terminated before the expiry of the Term, or is terminated for one energy type in the case of an Energy Plan for both gas and electricity, we may charge you an Early Termination Fee set out in the Offer to reflect our costs of processing the termination and any other loss or damage suffered by us due to your early termination. Reasons for early termination may include situations such as:
- (a) you moving to a new address;
 - (b) you agreeing to purchase gas and/or electricity from another retailer; or
 - (c) you ceasing to carry on business at the Supply Address.
- 3.1.2 We will not charge you an Early Termination Fee at a Supply Address if you have provided us with the required prior notice set out in clause 3.4.1 and you request us to terminate the Supply of gas and/or electricity to your Supply Address during the Term because you are ceasing to carry on business at that Supply Address.

3.2 Consequences of termination

- 3.2.1 If this Energy Plan is for the Supply of both gas and electricity, and is terminated in respect of one energy type (that is, gas or electricity) but not the other, the Energy Plan will continue in respect of the other energy type subject to the following:

- (a) all charges payable under this Energy Plan in relation to the other energy type may be replaced by the corresponding tariffs that would be payable under your standard supplier's standard form contract; and
- (b) if your Energy Plan provides you with any discounts, account credits or incentives then you will no longer receive those discounts, account credits or incentives for the other energy type.

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

3.2.3 Where this Energy Plan applies to more than one Supply Address:

- (a) if you terminate the Supply of gas and/or electricity to any Supply Address during the Term, the Energy Plan will continue for the Supply of gas and/or electricity to the remaining Supply Addresses until terminated; and
- (b) if you cancel the Supply of gas and/or electricity to all Supply Addresses, this Energy Plan will terminate and if such termination occurs during the Term, we may charge you an Early Termination Fee.

3.3 New Supply Arrangement with us

3.3.1 Subject to the terms and conditions of this Energy plan, if you enter into another supply arrangement with us, this Energy Plan will end when that arrangement begins. The new arrangement can only begin once any relevant Cooling-off Period has expired.

3.4 Request for disconnection

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

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

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

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

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

- (a) if we enter into a new Supply arrangement with any person (including you) in relation to the same Supply Address, this Energy Plan will terminate when that person's obligation to pay under the new arrangement commences;

- (b) if the Supply Address is disconnected, this Energy Plan will terminate on disconnection; and
- (c) if another supplier becomes responsible for the gas and/or electricity supplied at the Supply Address under applicable Regulatory Requirements, this Energy Plan will terminate when the new supplier takes on that responsibility.

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

3.4.5 If you give notice of your intention to vacate your Supply Address under clause 3.4.1, we will prepare and send you at the forwarding address you provide, a final bill based on a Meter Reading or Metering Data obtained at your Supply Address.

3.5 Transfer to another supplier

3.5.1 You or your new supplier must give us written notice of your intention to transfer to another supplier. This must include the earliest date on which you wish to transfer, which must be at least 28 days after the date of your notice. Your transfer to another supplier may be delayed at least until the next scheduled Meter Reading in accordance with Regulatory Requirements. If the Meter Reading is not completed at the next scheduled Meter Reading date, this transfer may take longer. In some cases you may request a Special Meter Reading.

3.5.2 If you request a Special Meter Reading outside your scheduled Meter Reading cycle, you agree to pay us the Special Meter Reading Fee in advance.

3.5.3 If you wish to transfer to another supplier:

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

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

3.6 Last resort arrangements

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

3.7 Termination for breach

- 3.7.1 If the Supply Address is disconnected from the relevant Distribution System for your breach of this Energy Plan as set out below, and you do not have a right under this Energy Plan to be reconnected or if you have entered into another supply arrangement with us or another supplier in respect of the Supply Address, we may terminate this Energy Plan effective immediately.

3.8 Ceasing to be a Small Business Customer

- 3.8.1 We may terminate this Energy Plan immediately in respect of the Supply of electricity and/or gas to your Supply Address if, at any time you cease to be, or are likely to cease being, a Small Business Customer.

4 DISCONNECTION FOR BREACH

4.1 Non-payment

- 4.1.1 We may disconnect the Supply Address or request that the Distributor disconnect the Supply Address if you do not:
- (a) pay for any charges incurred at your current or any previous Supply Addresses; or
 - (b) agree to an offer of an instalment plan or other payment option for such charges and do not adhere to your obligations to pay in accordance with an agreed payment plan.
- 4.1.2 If we become authorised to disconnect or request that the Distributor disconnect Supply of gas and/or electricity to you on grounds arising under this Energy Plan or any Regulatory Requirement, then we will not take action to disconnect or request that the Distributor disconnect Supply unless:
- (a) we have sent you at least two written notices at least one week apart of our intention to do so; and
 - (b) we have made reasonable attempts to deal with you in person or by telephone, whether before or after sending any such notice, for the purpose of assisting you to do whatever is necessary to remove the grounds referred to in that notice.
- 4.1.3 In any notice, and in any dealings with you, we must:
- (a) specify the grounds authorising us to take the action proposed;
 - (b) indicate the date on or after which the Supply to the Supply Address may be discontinued if those grounds are not removed (this must be at a date no earlier than 14 days after the first such notice is sent);
 - (c) advise you of your rights under the Energy Plan, in particular whether you have any rights to have the complaint or dispute referred to the Ombudsman for resolution; and
 - (d) if the grounds authorising us to take the action proposed include your failure to pay money owed to us with respect to the provision of your connection services or the Supply of gas and/or electricity, advise you of any Government funded rebate or relief schemes that are relevant to you, and any payment plan operated by us.

4.1.4 Where we have arranged for the disconnection of the Supply of gas and/or electricity to the Supply Address due to non-payment, we may charge you a Disconnection Fee.

4.2 Denial of access

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

4.3 Unauthorised or illegal use or access

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

4.4 Refusal of security

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

4.5 Restrictions on our power to disconnect

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

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

4.6 Disconnection Fee

4.6.1 Where we have arranged for the disconnection of the Supply of gas and/or electricity to the Supply Address due to an act or omission by you, we may charge you a Disconnection Fee.

4.7 Reconnection

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

- (a) non-payment of a bill;
- (b) access to the Meter was refused;
- (c) obtaining Supply in a way that does not comply with this Energy Plan; or

- (d) refusing to pay a refundable advance or security deposit or to provide a bank guarantee, we will recommence Supply at your request and on payment of a Reconnection Fee if you have rectified the reason for disconnection within a reasonable time.

4.7.2 We will use our Best Endeavours to reconnect the Supply Address:

- (a) on the day of your request, if you contacted us before 3:00pm on a Business Day;
- (b) on the next Business Day after your request, if you contacted us after 3:00pm on a Business Day; or
- (c) on the day of your request, if you contacted us after 3:00pm on a Business Day but before the close of business, and you agree to pay our After Hours Reconnection Fee.

4.7.3 If we (or the Distributor or another contractor or agent) have been called out to disconnect the Supply Address for any of the reasons set out in clause 4.7.1 above, and the reason is rectified before we disconnect the Supply Address, then we may charge a Call-Out Fee.

4.8 Exercise of discretion

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

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

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

5 CHARGES AND VARIATIONS

5.1 Charges and variations set out in offer

5.1.1 The initial fees and charges for gas and/or electricity are as set out in the Offer. The Offer may also set out certain variations to the initial charges. You are not liable to pay any charge under this Energy Plan unless the amount of the charge or the basis for calculating the charge is set out in this Energy Plan or the Offer. Unless otherwise stated, all charges are inclusive of GST (where applicable).

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

- (a) if the Offer states a bundled rate (in cents per megajoule or 'c/MJ', or cents per kilowatt-hour or 'c/kWh') then the

- charges will be calculated by multiplying your gas and/or electricity consumption during the Billing Period (derived in accordance with clause 6.2) by that bundled rate;
- (b) if the Offer states a demand-based rate (in dollars per maximum hourly quantity or '\$/MHQ' for gas or in cents per kilowatt or 'c/kW' for electricity or in cents per kilo volt-ampere or 'c/kVA' for electricity) then the charges will be calculated by multiplying your peak gas and/or electricity demand during the Billing Period (derived in accordance with clause 6.2) by that demand-based rate;
 - (c) if the Offer states separate rates of charges then the charges payable by you will be the sum of:
 - (i) for gas and/or electricity consumption rates, the amount resulting from multiplying your gas and/or electricity consumption during the Billing Period (derived in accordance with clause 6.2) by that energy consumption rate;
 - (ii) for demand-based rates, the amount resulting from multiplying your peak gas and/or electricity demand during the Billing Period by that demand-based rate;
 - (iii) for daily rates, the amount resulting from multiplying the number of days in the Billing Period by that daily rate; or
 - (iv) for rates which are payable in respect of a Billing Period, the amount for that Billing Period.
 - (d) if the Offer states different rates of charges for separate periods (such as an off-peak or peak rate) within a Billing Period for a gas and/or electricity consumption rate or a bundled rate, then the charges will be the sum of your gas and/or electricity consumption during any separate periods within the Billing Period (derived in accordance with clause 6.2) multiplied by the applicable gas and/or electricity consumption rate or bundled rate for that separate period;
 - (e) if the Offer states different rates of charges for separate periods (such as a peak or off-peak rate) within a Billing Period for an energy demand-based rate, then the charges will be the sum of your peak gas and/or electricity demand during any such separate periods within the Billing Period multiplied by the applicable energy demand-based rate for that separate period.

5.2 Discounts, Account Credits and Incentives

- 5.2.1 Subject to clause 3.2.1, if the Offer provides for the provision by us of any discount, account credit or incentive, such discount, account credit or incentive will be provided as described in the Offer.

5.3 General Price Variations

- 5.3.1 You understand and agree that we may vary the fees and charges for gas and/or electricity under this Energy Plan at any time (including after the date you accept this Energy Plan) by giving you prior written notice (which may consist of a statement on your bill) of the variation.
- 5.3.2 Subject to clause 5.3.3, you may terminate this Energy Plan within 10 Business Days after being informed that we are increasing your charges if the new charges are more than the greater of:

- (a) the charges that would be applicable under your standard supplier's standard form contract; or
- (b) the amounts that would result from increasing your charges by the percentage increase in the Consumer Price Index since the later of the Supply Commencement Date and your most recent price variation, and if your Energy Plan is an Advantage Plan we will waive the Early Termination Fee.

5.3.3 If you terminate this Energy Plan in accordance with clause 5.3.2:

- (a) such termination will not be effective until the date you become financially responsible for your energy consumption under:
 - (i) our or another retailer's standard form contract, depending on the location of the Supply Address; or
 - (ii) any other negotiated supply contract with us or another retailer, such date called the 'Termination Date'; and
- (b) subject to clause 5.3.4, on and from the date we receive notice of such termination until the Termination Date, you will continue to be charged the fees and charges that were applicable immediately before we informed you of the increase.

5.3.4 If you have not become financially responsible for your energy consumption under:

- (a) our or another retailer's standard form contract, depending on the location of the Supply Address; or
- (b) any other negotiated supply contract with us or another retailer, within 90 days after terminating this Energy Plan in accordance with clause 5.3.2 then you agree that clause 5.3.3(b) will not apply and you will be charged the increased fees and charges as notified to you pursuant to clause 5.3.1.

5.4 Increases in Energy costs

5.4.1 We may vary your charges to reflect any increase in our overall costs of purchasing, selling or supplying gas or electricity including (but not limited to) costs arising from increased price risk and our costs of minimising or meeting that price risk.

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

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

5.5 Variations in distribution costs

5.5.1 We may vary your charges to reflect any change in the amount of, or the basis for calculation of, the distribution charges or costs payable to your Distributor in relation to the Supply of gas and/or electricity to your Supply Address during the Term after the date of the Offer. This applies whether the changes are:

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

5.5.2 The amount of any such variation under clause 5.5.1 will be calculated by altering the rate or rates of charge (in c/MJ of gas or c/kWh of electricity) stated in the Offer to such extent, and in such manner as we reasonably determine, that will enable us to recover from you the change in distribution charges or costs payable to your Distributor.

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

- (a) vary any Disconnection Fee, Reconnection Fee, After Hours Reconnection Fee, Late Payment Fee, Call-Out Fee or Debt Collection/Collector Call Fee to reflect any increase in our cost of disconnection, reconnection, call-out or debt collection. This includes any increase in any amount charged to us by the Distributor or another contractor or agent for providing services in relation to the disconnection, reconnection, call-out or debt collection; and
- (b) pass through to you any other charges imposed by a Distributor for services that are not included in your charges (such as connection charges) together with our reasonable administration charges.

5.6 Increases in market charges

5.6.1 We may vary your charges to reflect any change in the amount of, or basis for calculation of, any charges imposed on us for participation in energy markets by the relevant market operators.

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

- (a) dividing the total amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) by the volume of energy purchased in relation to that customer segment and applying up to the resulting amount to the charges on the basis of c/MJ of gas or c/kWh of electricity consumed at the Supply Address; or
- (b) using any other method which fairly reflects the increase in market charges across the relevant customer segment, to the extent permitted by Regulatory Requirements.

5.7 Increases in metering charges

5.7.1 We may vary your charges to reflect any change in metering charges. This includes changes to the amount of, or basis for calculation of, any charges imposed on us by the relevant metering providers for the provision, maintenance or Reading of gas and/or electricity metering equipment at the Supply Address.

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

- (a) if the Offer separately identifies metering charges, by simply passing through the new charges imposed by the metering provider; and
- (b) in any other case, by:
 - (i) apportioning the total estimated amount of the cost increase in relation to the relevant customer segment

(which may be the whole of our customer base) across that customer segment and applying up to the resulting amount to the charges on the basis of c/MJ of gas or c/kWh of electricity consumed at the Supply Address, days connected to the Distribution System; or

- (ii) using any other method which fairly reflects the increase in metering charges across the relevant customer segment to the extent permitted by Regulatory Requirements.

5.7.3 To the extent permitted by Regulatory Requirements, we may also pass through to you any charges imposed by a metering provider for services that are not included elsewhere in this Energy Plan.

5.8 Loss factors and unaccounted for gas changes

5.8.1 We may vary any electricity charges to reflect any change in the applicable loss factors provided by NEMMCO or estimated by us that affect any additional amounts payable in relation to electricity that is lost through the transmission and distribution systems on the way to the Supply Address.

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

- (a) estimating the proportion of our costs of purchasing, selling and supplying electricity that are directly affected by the volume of electricity purchased by you; then
- (b) multiplying that proportion by the new loss factor and dividing the resulting amount by the old loss factor.

5.8.3 We may vary your charges to reflect any change in the amount of unaccounted for gas for which we (rather than the Distributor) are required to accept the risk of loss under applicable Regulatory Requirements.

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

- (a) apportioning the total estimated cost of the increase in relation to the relevant customer segment (which may be the whole of our customer base) across that customer segment; and
- (b) applying up to the resulting amount to the charges on the basis of c/MJ of gas consumed at the Supply Address.

5.9 CPI Increases

5.9.1 We may adjust your charges at any time by giving you prior written notice (which may consist of a statement on your bill) to reflect any change in the Consumer Price Index since the later of the Supply Commencement Date and the date of the most recent CPI increase under this Energy Plan ('Relevant Date').

5.9.2 Any such variation will be calculated by multiplying the existing charge by the Consumer Price Index for the latest available quarter and dividing it by the Consumer Price Index for the quarter in which the Relevant Date fell.

5.10 Changes to your Meter or the Distributor's Meter pricing

5.10.1 We may vary your charges and/or your pricing structure at any time (including after you have accepted this Energy Plan but before the Supply Commencement Date) as a result of and to reflect any change in the Distributor's metering or pricing

structure or any change in the Meter or type of Meter installed at the Supply Address.

5.11 Tax changes

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

5.12 Changes in Regulatory Requirements

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

5.13 Timing of variations

5.13.1 A variation under this Energy Plan will not take effect until we have given you written notice (which may consist of a statement on your bill) setting out the particulars of the variation, including:

- (a) the date on which the variation is to take effect (being a date that is later than the date on which we give you the notice); and
- (b) a statement of the new rates or the amount of the variation.

5.13.2 Any notice of variation will form part of this Energy Plan from the effective date of the variation notified in clause 5.13.1(a).

5.13.3 If the date on which the variation is to take effect occurs during a Billing Period, then for that Billing Period the charges will be the sum of:

- (a) for the period of time from the start of the Billing Period up to the day on which the variation took effect (Pre-Variation Period), the charges calculated in accordance with clause 5.1.2 using:
 - (i) the former bundled rate or energy consumption rate and the amount of energy consumed by you during the Pre-Variation Period (derived by multiplying your average daily energy consumption in the Billing Period by the number of days within the Pre-Variation Period); and
 - (ii) the former daily rate and the number of days in the Pre-Variation Period; and
- (b) for the period of time from the day on which the variation took effect to the end of the Billing Period (Post-Variation Period), the charges calculated in accordance with clause 5.1.2 using:
 - (i) the new bundled rate or energy consumption rate and the amount of energy consumed by you during the Post-Variation Period (derived by multiplying your average daily energy consumption in the Billing Period by the number of days within the Post-Variation Period); and
 - (ii) the new daily rate and the number of days in the Post-Variation Period.

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

where:

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

6 BILLING AND PAYMENTS

6.1 Format and timing of bills

- 6.1.1 We will issue a bill to the address or email address nominated by you or a person authorised to act on your behalf, according to the Billing Period identified in the Offer. If no Billing Period is specified in the Offer, we will bill you every quarter.
- 6.1.2 If your Energy Plan is for both gas and electricity, you will receive separate gas and electricity bills.
- 6.1.3 Each bill will identify the charges for gas and/or electricity and will set out any other information as required by Regulatory Requirements.
- 6.1.4 If we provide goods or services in addition to the Supply of gas and/or electricity, those items may be billed separately or as separate items on the bill. We will apply payments for those goods or services as you direct. If you do not direct how to apply payment, we will apply payment to charges related to the Supply of gas and/or electricity first and then to the additional goods or services. If we issue a single bill for both gas and/or electricity, then we will apply payment to charges related to the Supply of electricity first, then to charges related to the Supply of gas and then to the additional goods or services.

6.2 Calculation of bills

- 6.2.1 Your bill will be based on the amount of gas and/or electricity identified by us or the Distributor as having been delivered to your Supply Address.
- 6.2.2 We will measure Metered consumption at least every six months.
- 6.2.3 Where Meter Readings are unavailable, estimates will be based on your historical Meter data or, if we do not have that data, the average daily consumption for the same class of customer supplied by us, calculated for the period covered by the bill.
- 6.2.4 In the event that after we have used an estimate to identify the amount of gas and/or electricity that has been delivered to the Supply Address, we obtain a Meter Reading, we will make any appropriate adjustments to your next bill and clause 6.6 will apply.
- 6.2.5 If you request us to undertake a Special Meter Reading outside your scheduled Meter Reading cycle, a Special Meter Reading Fee will apply. This will include any amount charged to us by

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

6.3 Review of bills

6.3.1 We will review your bill at your request, in accordance with our Complaints Handling and Dispute Resolution Procedure outlined in clause 11.

6.3.2 If our review shows the bill to be correct, you must pay the amount of the bill in full or request a Meter inspection or Meter test under clause 6.4. If our review shows the bill to be incorrect, clause 6.6 will apply.

6.4 Meter Testing

6.4.1 If after the completion of the bill review process you require your Meter to be inspected or tested, we will refer you to the Distributor or meter testing authority that will inspect or test the Meter at a charge for their services. You must pay us in advance the Meter Inspection/High Bill Field Visit Fee or the Meter Testing Fee as applicable. We will give you a copy of the results of the inspection or test if the testing authority does not do so.

6.4.2 If the Meter is accurate, you will be responsible for paying the Meter Inspection/High Bill Field Visit Fee or Meter Testing Fee and the full amount of your bill.

6.4.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you will pay the difference between the Metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 6.4.1.

6.4.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will reimburse the difference (if the account has been paid) between the Metered consumption and the calculated actual consumption in accordance with clause 6.6.5 or 6.6.6 (whichever is applicable), and we will reimburse any fee you are charged pursuant to clause 6.4.1.

6.5 Bill adjustment

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

6.6 If there is an error in a bill

6.6.1 If there are errors in your bill or if we are informed of errors in the amount of gas or electricity delivered to your Supply Address, we will refund any amount overcharged or charge you the amount that you were undercharged on the next bill.

6.6.2 If you were undercharged for the Supply of electricity and/or gas (including the omission of any charges), we will only seek to recover the amounts undercharged in the 12 months prior to the date on which we notify you of the undercharging and will list any such amount(s) as a separate item(s) in a special bill or in your next bill, together with an explanation of the amount(s).

- 6.6.3 You will not be charged interest on any undercharged amount. If you request it, we will offer you the option of paying the undercharged amount in agreed instalments over a period equal to the period in which the undercharging occurred.
- 6.6.4 If we have undercharged you as a result of fraud, or use of gas and/or electricity otherwise than in accordance with this Energy Plan, we may:
- (a) estimate your gas and/or electricity usage for which you have not paid; and
 - (b) bill you or take debt recovery action for the amount you have not paid.
- 6.6.5 If you were overcharged by less than \$25, we will, at our discretion, either:
- (a) credit the amount on your next bill, or
 - (b) inform you of the overcharging within 10 Business Days of our becoming aware of the error; and seek your instructions as to how you wish us to refund the amount of the overcharge, or credit the amount on your next bill if you do not give us other instructions
- 6.6.6 If you were overcharged by \$25 or more, we will:
- (a) inform you of the overcharging within 10 Business Days of our becoming aware of the error; and
 - (b) seek your instructions as to how you wish us to refund the amount of the overcharge, or credit the amount on your next bill if you do not give us other instructions.
- 6.6.7 We will pay you interest for any overcharging to the extent required by law.

6.7 Payments

- 6.7.1 You are required to pay your bill by the date specified in the bill as the pay-by date. The pay-by date will be at least 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 a Late Payment Fee and/or Debt Collection/Collector Call Fee.
- 6.7.2 During the Term of your Energy Plan, the available methods for paying each bill will be cash, direct debit or BPay®, or any other method:
- (a) as set out in the Offer
 - (b) as set out on the back of your bill; or
 - (c) as agreed between you and us from time to time.
- 6.7.3 If you pay by cheque, direct debit or credit card and the payment is dishonoured or reversed by your bank, you must pay us the Dishonoured Payment Fee.
- 6.7.4 If you pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card) you may be charged a payment processing fee.

6.8 If you have trouble paying

- 6.8.1 You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance.
- 6.8.2 Unless you are disputing a bill in good faith, if you do not pay your gas or electricity bills by their due date and you have received two consecutive reminder notices relating to one

bill, we may immediately suspend paying or providing you any discounts, account credits or incentives under this Energy Plan that have not yet accrued. We will recommence paying or providing your discount, account credit or incentive once you resume paying your gas and electricity bills by their due date. However we will not pay or provide you any discount, account credit or incentive that was not paid while it was suspended under this clause.

6.9 Instalment plans

- 6.9.1 We will offer you the option of paying on an instalment plan, unless you have had an instalment plan cancelled in the previous 12 months due to non-payment. In this case, you will need to provide reasonable assurance that you will comply with an instalment plan before we will offer you a new plan.
- 6.9.2 In offering an instalment plan we may, in consultation with you, develop and agree to an individual instalment plan, taking into account your circumstances, including your gas and/or electricity usage and capacity to pay the full amount.

6.10 Direct debit

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

6.11 Shortened Billing Periods

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

6.12 Refundable advances and security deposits

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

- 6.12.4 If the security deposit is a deposit with a financial institution, we will inform you of the interest, if any, we are required to pay to you.
- 6.12.5 We will return any remaining security deposit plus any interest within 10 Business Days of your completing two years payment of bills by the pay-by date or on termination of this Energy Plan.
- 6.12.6 We may offer you the alternative of paying a security levy instead of providing a refundable advance or security deposit. The security levy will be a non-refundable payment added to your first bill after you agree to pay the security levy and then the corresponding bill in each subsequent year.

6.13 Interest on overdue payments

- 6.13.1 To the extent permitted by Regulatory Requirements, we may charge you interest on any amounts owing that:
 - (a) are not paid by the pay-by date; and
 - (b) we have not agreed to defer, including through an instalment plan.
- 6.13.2 Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at the lower of:
 - (a) the rate specified in the Offer or, if no rate is specified, the Bank Bill Rate; and
 - (b) any maximum rate prescribed by Regulatory Requirements.

6.14 Debt collection procedures

- 6.14.1 If you do not pay any bill by the pay-by date and non-payment gives rise to a right to disconnect the Supply Address, we will:
 - (a) comply with all procedures set out in this Energy Plan relating to disconnection for non-payment. This includes warnings, discussing options with you and offering payment plans;
 - (b) if these procedures do not resolve the issue, disconnect Supply; and
 - (c) if payment is not provided within five Business Days, refer the debt to a mercantile agent or debt collection agency.
- 6.14.2 If the non-payment does not give rise to a right to disconnect the Supply Address, we will follow the same procedure but without disconnecting the Supply Address, and may take legal action to recover the debt.
- 6.14.3 We may recover from you our reasonable costs associated with debt recovery under this clause. Without limiting clause 7.2, we may also disclose information relating to your credit to a credit reporting agency or to other credit providers.

7 INFORMATION AND COMMUNICATION

7.1 Information we require from you

- 7.1.1 You must ensure that your name and Supply Address are correctly set out on the Offer, and must provide us with acceptable identification before we Supply gas and/or electricity to your Supply Address.

- 7.1.2 You must also advise us promptly if there is any change in:
- (a) responsibility for paying the gas and/or electricity account;
 - (b) your contact details;
 - (c) the major purpose of using gas or electricity at your Supply Address;
 - (d) access to the Meter; or
 - (e) the internal gas pipes, electrical wires or appliances which may affect the quality or safety of the gas or electricity supplied under this Energy Plan.
- 7.1.3 Our obligations under this Energy Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you. We may not be able, or may refuse, to Supply gas or electricity if you do not provide this information.
- 7.1.4 You also authorise:
- (a) us to request from your Distributor(s) your gas and electricity usage data for the 12 months preceding your last Meter Reading; and
 - (b) your Distributor(s) to release to us your gas and electricity usage data for the 12 months preceding your last Meter Reading.

7.2 How we use and disclose personal information about you

- 7.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the *Privacy Act 1988*.
- 7.2.2 We need to collect the Personal Information in this Energy Plan to Supply you with gas and/or electricity and, if necessary, to transfer you from your existing supplier. We may use and disclose Personal Information about you for this and related purposes, including to send you information about other products and services of any company in the AGL Group, and to ensure that Personal Information and other information we have about you in our databases is accurate, complete and up to date. Subject to clause 7.2.3 below, you authorise us to use and disclose Personal Information for these purposes. You also authorise us to exchange Personal Information about you with any company in the AGL Group, our agents, contractors, franchisees, and other organisations (such as distributors or organisations that process and distribute our contracts and bills) and for them to use Personal Information exchanged in this way for the purposes outlined above. This acknowledgment is made for the purposes of the *Privacy Act 1988*.
- 7.2.3 If you do not wish to receive marketing information and offers from us or any company in the AGL Group, or if you do not wish any AGL Group company to use your Personal Information for the above purposes, please contact us on 131 245.
- 7.2.4 You acknowledge that in certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including your name, address and other details. Such uses or disclosures may include, without limitation:

- (a) disclosures to your Distributor(s), other energy suppliers, metering providers, transmission companies, NEMMCO or other market operators for purpose of:
 - (i) connecting your Supply Address to the Distribution System and administering your Energy Plan; and
 - (ii) complying with the Regulatory Requirements;
- (b) disclosures to certain law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
- (c) uses or disclosures in accordance with a court order;
- (d) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety;
- (e) uses to assist in internal investigations into suspected fraud or other unlawful activities; or
- (f) disclosures to another supplier, or other person or body for the purpose of enabling your transfer to a retailer of last resort and the consequential implementation of last resort supply arrangements for gas and/or electricity.

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

- (a) credit reporting agencies;
- (b) other credit providers;
- (c) the Distributor or another retailer of gas and/or electricity; or
- (d) our agents, contractors and franchisees, such information about your credit worthiness, credit standing, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting agencies under the *Privacy Act 1988* and other applicable Regulatory Requirements.

7.2.6 This Energy Plan constitutes a contract for consumer credit. We may give credit information to a credit reporting agency for the purpose of obtaining a consumer credit report about you and/or allowing the credit reporting agency to create or maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. This information is limited to: your name and address; the fact that you have applied for credit under this Energy Plan; the fact that we provide credit to you; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; information that, in our opinion, you have committed a serious credit infringement; or information about cheques drawn by you for \$100 or more which have been dishonoured more than once.

7.2.7 We may contact you as part of an audit to ensure that you have understood and consented to this Energy Plan. We are committed to providing you with quality customer service, and we hope that you will assist us if we contact you.

7.3 Access to information

7.3.1 We will provide you with access to Personal Information we hold about you, on request, unless we are permitted or required by any applicable law (including the *Privacy Act 1988*) to refuse such access. If you wish to seek access to any of the Personal Information that we hold about you, please contact us on 131 245. To find out more about our Privacy Policy please visit www.agl.com.au

7.4 Means of communication

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

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

7.5 Information we will provide to you

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

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

8 YOUR OBLIGATIONS IN USING GAS AND/OR ELECTRICITY

8.1 General obligations

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

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

8.2 Unauthorised access

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

8.3 Protection and maintenance of gas and/or electricity supply

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

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

8.4 Access to supply address

8.4.1 You must give us and the Distributor safe, convenient and unhindered access to the Supply Address for the following purposes:

- (a) to read the Meter;
- (b) to connect or disconnect Supply;
- (c) to inspect or test gas or electrical installations as appropriate; or
- (d) to inspect, repair, test or maintain the Distribution System.

8.5 If you are not the owner of the Supply Address

8.5.1 If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Energy Plan. Therefore, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf.

9 OUR RESPONSIBILITIES IN SUPPLYING GAS AND/OR ELECTRICITY

9.1 Force Majeure Event

9.1.1 If a Force Majeure Event results in either party being in breach of this Energy Plan, the obligations of each party will be suspended for the duration of the Force Majeure Event, except any obligations to pay money.

9.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those affects.

- 9.1.3 For the purposes of clause 9.1.2, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.
- 9.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

9.2 Supply standards and interruptions

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

9.3 Notice of work

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

9.4 Notice to customers

- 9.4.1 It is inherent in the nature of both natural gas and electricity energy that quality, frequency and the continuity of supply can be affected by a number of factors beyond our or your Distributor's control, such as accidents, weather and the acts of regulatory authorities and generators. These fluctuations and interruptions can cause problems with your equipment. You should consider taking steps to protect your equipment or provide a back up supply (if that is required).

10 GUARANTEED CUSTOMER SERVICE STANDARDS

10.1 Compliance

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

10.2 Telephone number for faults information

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

10.2.2 We will provide a telephone service that operates during business hours on a number to which you can be connected to for the price of a local call, and that can receive notice of, and give information concerning, your bill and connection services arranged by us.

10.3 Punctuality in keeping appointments

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

10.4 No discontinuation of supply except after due notice

10.4.1 If all other attempts to deal with you have been unsuccessful, we will make at least one further attempt outside business hours.

10.4.2 We will document all action that we take to contact and deal with you.

10.4.3 We will not take action:

- (a) until after the date specified in the notices; or
- (b) if before that date you make a request that the complaint be referred for resolution by the Ombudsman or by our dispute resolution process, until three Business Days after that complaint has been referred; and, in any case, we will not take action if, before the date last referred to in paragraph (b), the Ombudsman directs that such action not be taken.

10.4.4 Nothing in this clause requires us to operate a payment plan or affects any right or obligation to disconnect addresses arising from the operation of any relevant Regulatory Requirement.

10.5 Notice to be given to you after disconnection

10.5.1 If your Supply Address is disconnected from a Distribution System on our request, we will give you a notice to the effect that the address has been disconnected. It will contain:

- (a) the grounds on which the Supply Address was disconnected from the Distribution System;
- (b) a telephone number to contact so that you can discuss the matter with us;
- (c) the arrangements that you will need to make for the reconnection of the Supply Address to the Distribution System, including any costs you need to pay in relation to reconnection; and
- (d) the dispute resolution procedures that are available to you in relation to disputes.

10.5.2 We will promptly notify the Distributor of any request for reconnection to the Distribution System by you, if you become entitled to be reconnected.

10.5.3 This clause does not prevent us from discontinuing the Supply of gas and/or electricity to your Supply Address in accordance with your request.

11 COMPLAINTS AND DISPUTE RESOLUTION

11.1 Your right to review

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

11.2 Complaints Handling and Dispute Resolution Procedure

- 11.2.1 Subject to anything to the contrary in this Energy Plan, when we receive a complaint from you, we will deal with your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure, which complies with Australian Standard 10002 which is outlined below.

11.3 Outline of review process

Telephone complaint

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

Written complaint

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

Referral to higher level

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

Referral of complaint to the Ombudsman

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

11.4 Detailed review process available

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

12 GENERAL

12.1 Our liability

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

- 12.1.3 To the extent permitted by these laws, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided under this Energy Plan, its quality, fitness or safety, other than those set out in this Energy Plan.
- 12.1.4 To the extent that these laws permit, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise) in relation to the goods or services we sell to you under this Energy Plan.
- 12.1.5 Any liability we have to you under law that cannot be excluded but that can be limited are (at our option) limited to:
- (a) providing equivalent goods or services provided under this Energy Plan to your Supply Address; or
 - (b) paying you the cost of replacing the goods or services provided under this Energy Plan to your Supply Address, or acquiring equivalent goods or services.
- 12.1.6 You must indemnify us against any injury, loss or damage suffered by a third party in connection with your use of gas and/or electricity and claimed against us to the extent that the injury, loss or damage is caused by or contributed to by your negligence or your breach of this Energy Plan.

12.2 GST

- 12.2.1 The charges specified in these Terms and in the Offer accompanying these Terms are inclusive of GST, unless otherwise specified. If the rate of GST changes after the date of this Energy Plan, we may adjust the amounts payable to reflect that change from the date the change is effective.
- 12.2.2 Where 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.
- 12.2.3 Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.

12.3 Waiver and variation

- 12.3.1 Except as otherwise provided in this Energy Plan, a right created under this Energy Plan may not be waived except in writing signed by the party granting the waiver.
- 12.3.2 Other than as required or permitted by law or the terms of this Energy Plan, any variation of this Energy Plan must be made in writing between the parties.
- 12.3.3 We may vary this Energy Plan by written notice to you to the extent reasonably necessary to comply with any change in any Regulatory Requirements to the extent permitted by Regulatory Requirements.

12.4 Applicable Law

- 12.4.1 This Energy Plan shall be governed by the laws of New South Wales.

12.4.2 We and you submit to the non-exclusive jurisdiction of the courts of New South Wales.

13 GLOSSARY OF TERMS

13.1 Definitions

In this Energy Plan unless the context otherwise requires:

Advantage Plan means a fixed term Energy Plan with an End Date.

After Hours Reconnection Fee means the amount, calculated reasonably and as set out in the Offer, that we may charge you for reconnection (which includes the Distributor's charges for reconnection) of the Supply of gas and/or electricity to the Supply Address, when your request is received on the same Business Day between 3:00pm and the close of business, which we may vary from time to time.

AGL Group means AGL Energy Limited (ABN 74 115 061 375) and its related bodies corporate (as that term is defined in the *Corporations Act 2001*) and for the avoidance of doubt, for the purposes of this Energy Plan includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

Bank Bill Rate means for a day:

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

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

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

Business Customer means:

- (a) in the case of electricity, a customer who acquires electricity other than for domestic use; and/or
- (b) in the case of gas, a customer whose primary use of gas is other than for household purposes.

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

Call-Out Fee means the amount, calculated reasonably and as set out in the Offer, that you must pay us if we (or the Distributor or another contractor or agent) have been called out to disconnect your Supply Address but due to the reason for the disconnection being remedied, a disconnection is no longer required, which we may vary from time to time.

Code of Banking Practice means the code of that name published by the Australian Bankers' Association.

Complaints Handling and Dispute Resolution Procedure means the procedure we have in place from time to time regarding any complaint you may make to us about your

Energy Plan or the Supply of gas and/or electricity to your Supply Address. This procedure complies with Australian Standard 10002.

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

Cooling-off Period means the period during which you can terminate this Energy Plan without penalty as per clause 2.1 of these Terms.

Debt Collection/Collector Call Fee means the amount, calculated reasonably and as set out in the Offer, that we may charge you for our costs incurred in sending debt collection personnel to your Supply Address if you do not pay your bill in full or make other arrangements with us by the pay-by-date, which we may vary from time to time. The fee may include:

- (a) an attendance (field visit collection) fee where debt collection personnel visit your Supply Address and there is no access or where you are not present, to the extent permitted by Regulatory Requirements; and/or
- (b) a field visit collection fee where you are present during a debt collection visit.

Disclosure Statement means the disclosure statement set out at the back of these Terms and containing the information required to be provided to you by us in accordance with our obligations under the Marketing Code of Conduct made under the *Electricity Supply Act 1995* and *Gas Supply Act 1996*.

Disconnection Fee means the amount, calculated reasonably and as set out in the Offer, that we may charge you for disconnection of the Supply of gas or electricity to the Supply Address, which we may vary from time to time.

Dishonoured Payment Fee means an amount, equal to the fees your bank charges for a dishonoured payment plus our reasonable administration charges relating to that dishonoured payment as set out in the Offer, which we may vary from time to time.

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

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

Early Termination Fee means the amount we may charge you, as set out in the Offer, if this Energy Plan is terminated before the expiry of its Term, to reflect our costs of processing the termination and any other loss or damage suffered by us as a result of your early termination.

Electronic Funds Transfer Code of Conduct means the code of that name issued by the Australian Securities and Investments Commission, available at www.asic.gov.au

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

End Date means if this Energy Plan is an Advantage Plan, the date specified in the Offer being the date this Energy Plan will end.

Energisation means when a technician must attend the Supply Address in order to perform the connection to the Distribution System.

Energy means either gas or electricity, or both.

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

EZI Connect Fee means the amount that we may charge you for providing you with our AGL EZI Connect new connection service, as set out in the Offer.

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

Freedom Plan means an Energy Plan with no fixed term or End Date.

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

Late Payment Fee means the amount, calculated reasonably and as set out in the Offer, that we may charge you if you do not pay your bill in full or make other arrangements with us by the pay-by-date, which we may vary from time to time.

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

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

Meter Inspection/High Bill Field Visit Fee means the amount, calculated reasonably and as set out in the Offer, that you must pay us in advance for physically inspecting your Meter for faults at your Supply Address, which we may vary from time to time.

Meter Reading means:

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

Meter Testing Fee means the amount, calculated reasonably and as set out in the Offer, that you must pay us in advance for physically testing your Meter at your Supply Address, which we may vary from time to time.

Metering Standards means the relevant Regulatory Requirements standards which:

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

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

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

Offer Expiry Date means the date, as set out in the Offer, from which this Offer is no longer valid.

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

Reconnection Fee means the amount, calculated reasonably and as set out in the Offer, that we may charge you for reconnection of the Supply of gas or electricity to the Supply Address (and which includes the Distributor's charges for reconnection) when your request is received on the same business day before 3:00pm; or the next Business Day after your request, if you contacted us after 3:00pm on a Business Day, which we may vary 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, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

Small Business Customer means in respect of a Supply Address, a Business Customer prescribed under relevant regulations to be a small customer for that Supply Address.

Special Meter Reading Fee means the amount, calculated reasonably and as set out in the Offer, that we may charge you for any Readings of your Meter that occur outside the scheduled reading timetable, which we may vary from time to time.

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

Supply means the sale of gas and/or electricity and any related services by us to you.

Supply Address means:

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

Supply Commencement Date means, subject to clause 2.1, the date described in clause 2.3.2 or 2.3.3 (as applicable) as the Supply Commencement Date.

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

Term means the period commencing on the Supply Commencement Date and ending on the End Date (if any) unless otherwise varied or terminated in accordance with this Energy Plan. However a Freedom Plan will continue until terminated in accordance with this Energy Plan.

13.2 Interpretation

In this Energy Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Energy Plan;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Energy Plan;
- (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, reenacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
- (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
- (l) when capitalised, other parts of speech and grammatical forms of a word or phrase defined in this Energy Plan have a corresponding meaning;
- (m) a period of time which:
 - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day;

- (n) an event which is required under this Energy Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
- (o) words defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning when used in clauses 5.8 and 12.2 of this Energy Plan.

DISCLOSURE STATEMENT

Marketers supplying energy to 'small retail customers' in NSW must comply with the Energy Marketing Code of Conduct (The Code). The Code specifies the minimum level and quality of information to be provided so that customers can make informed choices. The following statement lists that information and identifies where it can be found.

Information Item	Where this can be found
a) the name, street address and Contact Number of the Marketer and, if different, the Supplier with whom the Supply Arrangement will be entered into	See Contact Details in the Offer
b) the existence of any fee or commission that the Marketer is entitled to receive from a Supplier pursuant to the Marketer's role in arranging or facilitating the Supply Arrangement with the Customer	See clause 1.1.3 of these Terms
c) the premises to which the Supply Arrangement is to apply	See the Offer
d) the time period for which the acceptance of the offer to enter into the Supply Arrangement is valid	See the Offer
e) the duration of the Supply Arrangement, including any available extension and the terms and conditions, including any fees applicable, of any such extension of the Supply Arrangement	See the Offer and clause 2.4 of these Terms
f) the extent to which the price offered is inclusive of all costs. If the price offer does not include all costs, then those costs that are not included, together with how they will be charged, must be disclosed	See the Offer and clauses 1.1.5, 1.3.8, 2.1.6, 2.2.2, 2.2.4, 2.3.4 and 2.5.1 of these Terms
g) my right to an applicable Standard Form Contract and how the terms of the offered Supply Arrangement (including all costs), differ from any applicable Standard Form Contract	<p>You generally have a right to be supplied gas and/or electricity by your standard gas and/or electricity suppliers under a Standard Form Contract at regulated prices. See also clause 1.1.2, 2.4.4 and 3.2.1 of these Terms.</p> <p>This Energy Plan differs from the Standard Form Contract in that the Energy Plan can be terminated in accordance with clause 3 of these Terms, its rates varied as specified in clause 5 of these Terms, and additional costs may be involved, as set out in clauses 2.5.1, 3.4.4, 4.7, 6.2.5, 6.7.1, 6.7.3, 6.7.4, 6.11.2 of these Terms.</p>
h) my rights and obligations as prescribed by the Regulatory Requirements following the cooling-off period	See the Offer and these Terms

i) the name, street address and contact number of the person responsible for arranging Customer Connection Services for electricity	See Contact Details in the Offer
j) any requirements for me to pay security deposits and when such deposits will be payable	See clause 6.12 of these Terms
k) any penalties or charges that may be imposed on me for variation in load, early termination or otherwise (as applicable)	See the Offer and clauses 3.1, 3.4.4, 3.5.2, 4.1.4, 4.6, 4.7, 6.2.5, 6.4.1, 6.7.1, 6.7.3 and 6.7.4 of these Terms
l) my right to bring complaints to the Ombudsman;	See clause 11 of these Terms
m) the existence of the Code and the fact that it is binding on Marketers	See the Disclosure Statement in the Offer and these Terms
n) details of conditions relating to my entitlement to any cooling-off period	See clause 2.1 of these Terms
o) the expected date of commencement of the supply of Energy under the Supply Arrangement	See the Offer and clause 2.3 of these Terms
p) notification that by signing a Supply Arrangement, I am providing written consent to transfer to the Supplier of my choice	See the Offer
q) any other information reasonably necessary for me to make an informed decision about whether or not to enter into the Supply Arrangement offer by the Marketer	See the Offer and these Terms
r) if the Supply Arrangement has been negotiated, the date on which I will receive a copy of the Supply Arrangement	The Offer and these Terms describe the Supply Arrangement
s) where requested, I have received the following information: (i) all terms and conditions of any Supply Arrangements offered to me by the Marketer; (ii) my rights under the terms and conditions of any applicable Standard Form Contract; (iii) my entitlements to any concessions or rebates; (iv) the arrangements that are in place for competition in the supply of electricity and/or gas (if applicable) in the jurisdiction in which my premises are located; and (v) my rights and the Marketer's obligations under the Code.	Available on request.

Arabic

هل تحتاج لمترجم؟ اتصل على الرقم أدناه:

Spanish

¿Necesita un intérprete? Llame al número indicado abajo.

Italian

Se vi serve un interprete, telefonate al seguente numero.

Greek

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

Croatian

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Vietnamese

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

Chinese

如果您需要傳譯員的幫助，請致電以下號碼。

Language Assistance 131 245

We can give you free information on being more energy efficient. It's good for the environment. It's good for your bill. Just call on 131 245 or visit www.agl.com.au

131 245

www.agl.com.au

AGL Retail Energy Limited ABN 21 074 839 464

AGL Sales Pty Limited ABN 88 090 538 337