

**Arabic**

هل تحتاج لترجم؟ اتصل على الرقم أدناه:

**Spanish**

¿Necesita un intérprete? Llame al número indicado abajo.

**Italian**

Se vi serve un interprete, telefonate al seguente numero.

**Greek**

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

**Croatian**

Trebate li pomoć tumača? Nazovite niže navedeni broj.

**Vietnamese**

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

**Chinese**

如果您需要傳譯員的幫助，請致電以下號碼。

**Language Assistance 131 245**

# Terms.

For Small Business  
Customers in South Australia.

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

**131 245**

**[www.agl.com.au](http://www.agl.com.au)**

AGL South Australia Pty Limited ABN 49 091 105 092



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## 1 MARKET 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 market 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 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 market contract for the supply of gas or electricity and that if you do not wish to enter into a market contract, you:

- (a) are generally entitled to be supplied electricity by us as your local electricity retailer under our standing contract at regulated prices and/or supplied gas by your local gas retailer under their standing contract at regulated prices; or
- (b) will be deemed to have a default contract for gas and/or electricity.

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 market contract you may have to pay a termination fee or termination fees to your current supplier.

### 1.2 About the Energy Retail Code and the Regulatory Requirements

1.2.1 We, as your retailer, and you as our customer, must comply with all relevant requirements imposed by the Regulatory Requirements.

1.2.2 Part A of the Energy Retail Code applies to this Energy Plan, except that where there is any inconsistency or permitted variation, this Energy Plan prevails to the extent allowed by the Energy Retail Code, and where this is not allowed, the Energy Retail Code will prevail.

1.2.3 If you require a copy of the Energy Retail Code, we will send it to you free of charge within 10 Business Days of your request. If you make a subsequent request for a copy of the Energy Retail Code, we will send it to you for a charge to cover the printing and mailing costs.

1.2.4 You can also inspect the Energy Retail Code free of charge at the Commission's website at [www.escosa.sa.gov.au](http://www.escosa.sa.gov.au)

### 1.3 Multiple Supply Addresses

1.3.1 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.

1.3.2 The initial charges set out in the Offer are only valid and will only apply to this Energy Plan if we have the correct information about your distribution region. If we subsequently determine that you are in a different distribution region 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, the 10 Business Day Cooling-off Period described further in clause 2.1 will not start until the date we advise you of the new charges.

### 1.4 Nature of Offer and Acceptance

1.4.1 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.

1.4.2 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.

1.4.3 This Energy Plan is subject to geographical limitations. You are not eligible for this Energy Plan unless you satisfy our geographical availability criteria.

1.4.4 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.

1.4.5 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.

1.4.6 By accepting this Energy Plan, you agree to be bound by the Offer and by these Terms.

1.4.7 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 market contract.)

1.4.8 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.

### 1.5 Definitions and Interpretation

1.5.1 The glossary set out in clause 12 of these Terms provides the meanings of certain words used in this Energy Plan and the rules of interpretation applying to this Energy Plan.

## 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. Subject to clause 1.3.2, this Cooling-off Period will start on and include the date you receive the Disclosure Statement set out at the back of these Terms and/or in the Offer.

2.1.2 You can cancel this Energy Plan without penalty at any time before the end of the Cooling-off Period by giving us notice in writing. The notice must clearly indicate that you intend to cancel this Energy Plan. You may still cancel this Energy Plan before the end of the Cooling-off Period even if you have affirmed your intention to enter into this Energy Plan (for example, by signing the Offer).

2.1.3 If you 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, 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 the AGL EZI Connect new connection service and is cancelled during the Cooling-off Period, you will still be billed the EZI Connect Fee.

2.1.6 A written cancellation notice that is not delivered by you personally will be deemed to have been received by us on the date you email, fax or post it to the address or number in the Offer.

2.1.7 We will keep a written record of the written notice you give under clause 2.1.6 to answer any enquiries that may arise.

**2.1.8** Nothing in this clause 2.1 affects other rights you may have in law or in equity under this Energy Plan.

## **2.2 Connection to Distribution Systems**

**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 System. Each Distribution System is operated by a Distributor.

**2.2.2** You have a separate contract with your electricity Distributor. Your electricity Distributor is responsible for:

- (a) the connection of your Supply Address to the Distribution System;
- (b) the maintenance of that connection;
- (c) the supply of electricity to your Supply Address; and
- (d) the quality and other characteristics of electricity.

**2.2.3** Unless you negotiate a different arrangement with your electricity Distributor, your contract with your electricity Distributor described in clause 2.2.2 will automatically come into place by operation of law once you start using electricity at your Supply Address.

**2.2.4** If your Supply Address is not already connected to the gas Distribution System, to Supply you with gas under this Energy Plan you will need to obtain connection and distribution services from your gas Distributor. We may offer to arrange for connection of your Supply Address to the Distribution System on your behalf. We may charge you the EZI Connect Fee if we do so.

**2.2.5** If your Supply Address is already connected to the gas Distribution System and you do not have a separate contract with your gas Distributor, and you do not request otherwise, where available 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.

## **2.3 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 2.1.1 has expired (unless you have just moved into the Supply Address or this Energy Plan involves a new connection service or is an Energisation contract);
- (b) if the Energy Plan relates to the Supply of electricity, the date we first become financially responsible to pay NEMMCO for electricity used at your Supply Address; or
- (c) if the Energy Plan relates to the Supply of gas, the date we Supply gas to your Supply Address.

**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.

## **2.4 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:

- (a) terminated by us on at least 28 days written notice; or
- (b) terminated by you by giving us:
  - (i) three Business Days written notice if you are vacating your Supply Address; or
  - (ii) 20 Business Days written notice if you are not vacating your Supply Address.

**2.4.3** 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. If this Energy Plan is an Advantage Plan, the overall duration of the period of Supply may 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, at least 20 Business Days, but no more than 40 Business 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; and
- (c) notify you of your other options once the Term of your Energy Plan has expired, including the options to:
  - (i) accept our standing contract for electricity or another retailer's standing contract for gas;

- (ii) enter into any market contract offered to you by us or another retailer; or
- (iii) request 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 set out in the notice under clause 2.4.4 above, before the expiry of the Term of your Energy Plan, the charges, terms and conditions set out in the notice will apply from the expiry of the Term of your Energy Plan.

## **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 read except where this Energy Plan is an Energisation contract. If that Meter read does not occur when expected, and we are legally entitled to transfer you to us based on an estimated Meter read, you agree to that transfer. Otherwise the transfer will be delayed until the following Meter read. 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 read, which may take up to three months. If the scheduled Meter read does not occur, the transfer will be delayed until the following Meter read.

## **3 TERMINATION**

### **3.1 When does the Early Termination Fee apply?**

**3.1.1** Subject to clauses 3.5.2 and 3.6.4 and any Regulatory Requirements prohibiting or affecting the charging of exit fees, if this Energy Plan is terminated before the expiry of its 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 as a result of 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 written notice set out in clause 3.6.1 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 clause 3.2.2.

**3.2.2** If this Energy Plan is terminated in respect of one energy type but not the other in accordance with clause 3.2.1:

- (a) all charges payable under this Energy Plan in relation to the other energy type may be replaced by the corresponding tariffs set out:
  - (i) in our standing contract in relation to the Supply of electricity; or
  - (ii) in our default contract in relation to the Supply of gas; 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.

**3.2.3** 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.

**3.2.4** 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 or following termination, or any accrued rights or remedies that we or you may have under this Energy Plan.

## **3.3 New Supply Arrangement with Us**

**3.3.1** 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** If you request that the Supply Address be permanently or temporarily disconnected:

- (a) we will use our Best Endeavours to ensure that your Supply Address is disconnected as you have instructed; and
- (b) this Energy Plan will terminate on the date of that disconnection.

**3.4.2** If you request that the Supply Address be permanently disconnected under clause 3.4.1, we will:

- (a) use our Best Endeavours to ensure that your Meter is read or Metering Data obtained at your Supply Address on a date and time agreed by you; and
- (b) prepare and send you at the forwarding address you provide, a final bill based on a Meter Reading or Metering Data.

### 3.5 In-situ Termination

**3.5.1** You can terminate this Energy Plan at any time by providing us with at least 20 Business Days notice (In-situ Termination).

**3.5.2** If you terminate this Energy Plan under clause 3.5.1 and the Offer includes a fixed term that has not expired, we will only impose an Early Termination Fee if:

- (a) the Offer includes details of the amount of the Early Termination Fee or how it is calculated; and
- (b) the imposition of an Early Termination Fee is not prohibited by the Regulatory Requirements or in law or equity.

**3.5.3** If you terminate this Energy Plan under clause 3.5.1 so that you can transfer to another retailer:

- (a) you must inform us of the earliest date you wish to transfer, which must be at least 20 Business Days after the date of your notice; and
- (b) your transfer to another retailer may take up to 70 Business Days and cannot be completed until you give access to your Meter and an actual Meter read occurs at your Supply Address. If the Meter read is not completed at the next scheduled Meter read date, this transfer may take longer.

### 3.6 Vacating the Supply Address

**3.6.1** If you are vacating the Supply Address, you can terminate this Energy Plan by providing at least three Business Days notice to us of your intention to vacate.

**3.6.2** If you give notice of your intention to vacate your Supply Address under clause 3.6.1, we will:

- (a) use our Best Endeavours to ensure that your Meter is read or Metering Data obtained at your Supply Address on a date and time agreed by you, or as soon as possible after that date if you do not provide access to your Meter on that date and time; and
- (b) prepare and send you at the forwarding address you provide, a final bill based on the Meter Reading or Metering Data.

**3.6.3** If you do not give us notice as set out in clause 3.6.1 or do not allow access to read your Meter or obtain Metering Data, we will charge you for gas and/or electricity used at the Supply Address until:

- (a) the date your Meter is read or Metering Data is obtained (once we become aware that you have vacated the Supply Address);
- (b) the date a different retailer becomes financially responsible to pay the relevant wholesale market for gas and/or electricity used at that Supply Address; or
- (c) the date another customer enters into a contract with us for gas and/or electricity used at that Supply Address.

**3.6.4** If you terminate this Energy Plan under clause 3.6.1 and the Offer includes a fixed term that has not expired, we will only impose an Early Termination Fee if we comply with the requirements set out in clauses 3.5.2(a) and 3.5.2(b).

### 3.7 Termination for Breach

**3.7.1** If you breach this Energy Plan, we may terminate this Energy Plan once one of the following occurs:

- (a) your Supply Address has been disconnected in accordance with the terms of this Energy Plan (and you do not have a right under clause 4.7.1 of this Energy Plan to be reconnected);
- (b) you have entered into a new contract with us or another retailer; or
- (c) another retailer has become financially responsible to pay the relevant wholesale market for gas and/or electricity used at the Supply Address.

### 3.8 Last Resort Event

**3.8.1** This Energy Plan will terminate if we are no longer entitled to sell gas and/or electricity due to a Last Resort Event.

**3.8.2** If we are no longer entitled to sell gas and/or electricity due to a Last Resort Event, we will within one Business Day provide all information required by the Energy Retail Code to the entity appointed as the retailer of last resort.

### 3.9 Ceasing to be a Small Business Customer

**3.9.1** 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:

- (a) fail to pay any charges at the current or any previous Supply Address by the pay-by-date;
- (b) have not agreed to pay your bills in accordance with an instalment plan or other payment option; or
- (c) fail to pay your bills in accordance with an agreed instalment plan or other payment option.

**4.1.2** We cannot disconnect you until:

- (a) we use our Best Endeavours to contact you;
- (b) we offer you an extension of time to pay on terms and conditions;
- (c) we give you a reminder notice, unless you are subject to a shortened collection period; and
- (d) following the expiry of the pay-by-date in the reminder notice, we provide you with a written disconnection warning giving you five Business Days notice of our intention to disconnect you. The five Business Days will be counted from the date of receipt of the disconnection warning.

**4.1.3** Subject to clause 4.1.2, we will disconnect your gas or electricity Supply (but not both) immediately if you have not paid or taken reasonable steps to settle your bill before the expiry of five Business Days in the disconnection warning.

**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:

- (a) 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;
- (b) we have given you an opportunity to offer reasonable access arrangements, given you a notice requesting access each time the Meter is inaccessible, and given you at least five Business Days notice of our intention to arrange for disconnection; and
- (c) we have used our Best Endeavours to contact you.

#### **4.3 Unauthorised or Illegal Use or Access**

**4.3.1** If you have obtained 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, except in the case where a person ordinarily residing at the Supply Address is dependent on Life Support Equipment.

#### **4.4 Refusal of Security**

**4.4.1** If you refuse to pay a security deposit or to provide a bank guarantee where they are required by us, and continue this refusal five Business Days after receiving a written disconnection warning, 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 except in accordance with the Energy Retail Code. In particular, we will not disconnect the Supply Address:

- (a) for non-payment of a bill where the amount payable is less than any amount approved by the Commission and you have agreed with us to pay the amount payable;
- (b) if you have made a relevant complaint to the Industry Ombudsman or another external dispute resolution body which remains unresolved;
- (c) where the only unpaid amount is a charge for something other than the Supply of gas or electricity;
- (d) where you have provided us with confirmation from a registered medical practitioner or hospital that a person at the Supply Address is dependent on Life Support Equipment; or
- (e) unless otherwise requested by you:
  - (i) after 3:00pm on a Business Day; or
  - (ii) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.

#### **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 security deposit,

we will reconnect the Supply Address at your request and on payment of a Reconnection Fee for the Distributor's and our reasonable charges for reconnection. We will only reconnect you if you have rectified or taken reasonable steps to correct the reason for disconnection within 10 Business Days of the date on which the Supply Address was disconnected.

**4.7.2** If the Supply Address is located in Adelaide Central or the Metropolitan Area, we will reconnect the electricity to your Supply Address on the day of your request if you contacted us:

- (a) before 4:00pm on a Business Day; or
- (b) between 4:00pm and 9:00pm on a Business Day and you agree to pay the After Hours Reconnection Fee.

**4.7.3** If the Supply Address is located in a Remote Area or Rural Area, we will:

- (a) use our Best Endeavours to reconnect the electricity to your Supply Address on the day of your request if you contacted us before 4:00pm on a Business Day, and, in any event, by the next Business Day; or
- (b) subject to clause 4.7.4, reconnect the electricity to your Supply Address on the day of your request if you contacted us between 4:00pm and 9:00pm on a Business Day and you agree to pay the After Hours Reconnection Fee.

**4.7.4** If we cannot reconnect the electricity to your Supply Address as set out in clause 4.7.3(b), we will arrange for reconnection on the next Business Day and will not charge you the After Hours Reconnection Fee.

**4.7.5** We will reconnect the gas to your Supply Address:

- (a) on the day of your request if you contacted us before 3:00pm on a Business Day;
- (b) subject to clause 4.7.6, on the day of your request if you contacted us between 3:00pm and 9:00pm on a Business Day and you agree to pay the After Hours Reconnection Fee.

**4.7.6** If we do not reconnect the gas to your Supply Address as set out in clause 4.7.5(b), we will arrange for reconnection on the next Business Day and will not charge you the After Hours Reconnection Fee.

**4.7.7** 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 our 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. 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" for gas or in cents per kilowatt-hour or "c/kWh" for electricity) 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 a peak or off-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 3.2.2, 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** Subject to clause 5.1.3, 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 but before it commences as contemplated in clause 1.3.2) 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 local retailer's standard 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 contract, depending on the location of the Supply Address; or
  - (ii) any other market 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 contract, depending on the location of the Supply Address; or
- (b) any other market 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.

**5.3.5** Where during a billing cycle you change from one type of tariff to another type of tariff, we must (if it is necessary to do so due to the change in the type of tariff applying to you):

- (a) obtain a Meter Reading (or Metering Data) at the time the type of tariff changes; and
- (b) calculate your bill using:
  - (i) the old type of tariff up to but not including the date of the Meter Reading; and
  - (ii) the new type of tariff from and including the date of the Meter Reading.

**5.3.6** Where you notify us of a change in use of your Supply Address, we may need to transfer you to a tariff that is applicable for the use of that Supply Address. If you fail to give the notice required we may, upon written notice to you, transfer you retrospectively to the applicable tariff.

## **5.4 Increases in Energy Costs**

**5.4.1** We may vary your charges to reflect any increase in our overall costs of purchasing and 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 gas and/or electricity 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 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, 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, Call-Out Fee, Late Payment Fee or Debt Collection 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 gas and/or electricity 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 gas and/or electricity 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 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 in your charges or specified elsewhere in this Energy Plan, together with our reasonable administration charges.

## **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 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/or
- (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** Despite clause 5.3, we may adjust your gas and/or electricity charges at any time 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 Variations in Pass Through Charges**

**5.13.1** Where in this Energy Plan we are entitled to pass through to you a fee, charge or cost, you agree that we may vary that fee, charge or cost at any time and provide you with written notice (which may consist of a statement on your next bill) of the variation.

## **5.14 Timing of Variations**

**5.14.1** 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) of the variation.

# **6 BILLING AND PAYMENTS**

## **6.1 Format and Timing of Bills**

**6.1.1** We will use our Best Endeavours to issue a bill to you every quarter for your gas and/or electricity, except where the Offer states that we will bill you more frequently than once 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 the Energy Retail Code and the Regulatory Requirements.

**6.1.4** If we provide goods or services in addition to the Supply of gas and/or electricity, those items must 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.

**6.1.5** We will provide you with information on the charges in your bill relating to the Supply of gas and/or electricity if requested.

**6.1.6** If we fail to issue you a bill, we will:

- (a) limit the amount we seek to recover to the amount undercharged in the 12 months prior to the Meter Reading date on the last bill sent to you; and
- (b) offer you the option of repaying the undercharged amount through an instalment plan.

## **6.2 Calculation of Bills**

### **6.2.1** Your bill will be based on:

- (a) an actual Meter Reading at your Supply Address by the Distributor or responsible person in accordance with the Regulatory Requirements; or
- (b) Metering Data for your Supply, provided by the Distributor or the person responsible according to Regulatory Requirements; or
- (c) an estimation of gas and/or electricity usage at your Supply Address by the Distributor or responsible person in accordance with the Regulatory Requirements; or
- (d) an estimation of gas and/or electricity usage by you in accordance with our estimating system approved by the Commission.

**6.2.2** We will use our Best Endeavours to ensure that an actual Meter Reading of your Supply Address is performed at least once every 12 months, or that Metering Data is obtained as frequently as is required to prepare your bill, and in any event, every 12 months.

**6.2.3** If we base your bill on an estimate of gas and/or electricity usage provided to us by your Distributor or responsible person in accordance with the Regulatory Requirements and an actual Meter Reading is subsequently performed, we will adjust your next bill and clause 6.7 of these Terms will apply.

**6.2.4** Where you have denied access to a Meter for the purpose of Reading that Meter and you subsequently request that we replace an estimated bill with a bill based on a Reading of the Meter, we will use our Best Endeavours to comply with that request but we may pass through to you any costs we incur in doing so.

**6.2.5** We will keep your billing data for seven years. If you request billing data for the last two years we will provide you with this data free of charge within 10 Business Days from the date of your request provided that such data is available. If you require billing data before this period, we will use our Best Endeavours to provide this data to you within 20 Business Days from the date of your request and may impose a reasonable charge for providing this data.

## **6.3 Review of Bills**

**6.3.1** We will review your bill at your request, provided that you agree to pay any future bills that are properly due and the greater of:

- (a) the portion of the bill that you and we agree is not in dispute; or
- (b) an amount equal to your average bill amount in the previous 12 months.

**6.3.2** We will inform you of the outcome of the review as soon as reasonably possible but in any event within 20 Business Days.

**6.3.3** If our review shows the bill to be correct, you must pay the amount of the bill in full or request a Meter test under clause 6.5.1. If our review shows the bill to be incorrect, clause 6.5.3 will apply.

## **6.4 Meter Reading**

**6.4.1** We will use our Best Endeavours to ensure that your Meter is read or your Metering Data is obtained at least once every 12 months.

**6.4.2** If you request a special Meter Reading outside your scheduled Meter Reading cycle we will arrange for this to occur. You agree to pay us the Special Meter Read Fee in advance if you request a special Meter Reading.

## **6.5 Meter Testing**

**6.5.1** If we are reviewing your bill under clause 6.3.1 and you request:

- (a) that your Meter be inspected;
  - (b) that your Meter be tested; or
  - (c) a special Meter Reading,
- we will arrange for this to occur.

**6.5.2** You must pay us in advance:

- (a) the Meter Inspection Fee;
  - (b) the Meter Testing Fee; or
  - (c) the Special Meter Read Fee,
- as applicable, for the services you request under clause 6.5.1.

**6.5.3** We will refund any fee you are charged pursuant to clause 6.5.2 or offset it against the amount of your bill that is still outstanding if the relevant inspection, test or Meter Reading reveals that your bill is incorrect due to a faulty Meter.

## **6.6 Bill Adjustment**

**6.6.1** If your bill covers a period other than your usual Billing Period, we will adjust any service charges and any energy usage calculation on a pro-rata basis.

## **6.7 If There is an Error in a Bill**

**6.7.1** If, as a result of our or a Distributor's error, 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 Meter Reading date on your last bill (or, if we have not sent you a bill, 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).

**6.7.2** If, as a result of your act or omission, you were undercharged for the Supply of electricity and/or gas (including the omission of any charges), we will recover all amounts undercharged for the Supply of gas and/or electricity as permitted by Regulatory Requirements 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).

**6.7.3** You will not be charged interest on any undercharged amount. We will offer you the option of paying the undercharged amount in agreed instalments over a period being no longer than:

- (a) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or

(b) in any other case, 12 months.

**6.7.4** 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.

**6.7.5** If, as a result of our or a Distributor's error, you were overcharged, we will inform you of the overcharging within 10 Business Days of our becoming aware of the error. If:

- (a) the amount overcharged is \$100 or less and you have already paid the overcharged amount we will credit that amount to your next bill;
- (b) the amount overcharged is over \$100 and you have already paid the overcharged amount we will repay that amount in accordance with your instructions within 10 Business Days.

**6.7.6** If, as a result of our or a Distributor's error, you were overcharged and you do not give us instructions on how to repay the overcharged amount within 20 Business Days from the date of our request we will refund the overcharged amount.

**6.7.7** We are not obliged to pay you interest for any overcharging.

## **6.8 Payments**

**6.8.1** 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 not less than 12 Business Days from the date the bill is posted to you unless you agree otherwise. 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 Fee.

**6.8.2** During the Term of your Energy Plan, the available methods for paying each bill will be cash, direct debit or BPay,<sup>®</sup> or any other method:

- (a) as set out in the Offer;
- (b) as set out on the back of that bill; or
- (c) as agreed between you and us from time to time.

**6.8.3** If you pay by cheque, direct debit or credit card and the payment is dishonoured or reversed by your financial institution, you must pay us the Dishonoured Payment Fee.

**6.8.4** 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.

## **6.9 If You Have Trouble Paying**

**6.9.1** You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance. We may send you a reminder notice that your bill is overdue, which may include a revised pay-by-date.

**6.9.2** If you notify us or we believe that you are experiencing difficulty in paying your bill or that you require financial assistance, we will provide you with:

(a) an instalment plan which complies with the Energy Retail Code;

(b) the option of redirecting your bill to a third person provided the third person consents in writing;

(c) information about, and referral to, government assistance programs where available; and

(d) information about independent financial counselling services.

**6.9.3** 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 with any discount, account credit or incentive that was not paid while it was suspended under this clause.

## **6.10 Instalment Plans**

**6.10.1** We will consider any reasonable request from you for an instalment plan, and may impose an additional charge on you if we agree to offer you an instalment plan.

## **6.11 Direct Debit**

**6.11.1** 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, the Electronic Funds Transfer Code of Conduct and the Energy Retail Code.

## **6.12 Shortened Billing Periods**

**6.12.1** We may in accordance with the procedures set out in the Energy Retail Code place you on a shortened collection period if we have issued you with three consecutive reminder notices or two consecutive disconnection warnings.

## **6.13 Security Deposits**

**6.13.1** Subject to all applicable Regulatory Requirements, we may require you to provide a security deposit or bank guarantee before connection or reconnection of Supply of gas and/or electricity to your Supply Address.

**6.13.2** A security deposit will only be required if you do not have a satisfactory gas or electricity account payment record or you do not have satisfactory credit rating.

**6.13.3** Where a security deposit is required, the security deposit will be no more than:

- (a) 1.5 times your average quarterly bill if you receive quarterly bills; or
- (b) 2.5 times your average monthly bill if you receive monthly bills.

**6.13.4** The average quarterly and monthly bill will be as determined by the Commission from time to time for each category of customer.

**6.13.5** We may increase your existing security deposit at any time to ensure the security deposit held is sufficient to secure your

current gas and/or electricity usage as calculated using the average of your last three bills.

- 6.13.6** We will pay interest on your security deposit at the Bank Bill Rate, accruing daily and capitalised every 90 days until repaid or in a manner determined by the Commission from time to time.
- 6.13.7** We will repay your security deposit and accrued interest to you in accordance with procedures set out in the Energy Retail Code if:
- (a) you pay your bills by the pay-by-date for 12 months; or
  - (b) you cease to purchase gas and/or electricity from us at the Supply Address.
- 6.13.8** We may use the security deposit and accrued interest to offset any amount owed by you to us if you are disconnected for failure to pay and no longer have a right to be reconnected, or if you vacate your Supply Address, request disconnection or transfer to another retailer. We will not use the security deposit and accrued interest to offset charges in respect of any goods or services other than energy, without your Explicit Informed Consent.
- 6.13.9** If we use a security deposit as contemplated above, we will provide you with an account of its use and will repay any balance to you within 10 Business Days.

## **6.14 Interest on Overdue Payments**

- 6.14.1** 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.
- 6.14.2** 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.

## **7 INFORMATION, PRIVACY AND COMMUNICATION**

### **7.1 Information We Require From You**

- 7.1.1** You must ensure that your name and Supply Address are correctly set out on the Offer, and must provide us with identification before we Supply gas and/or electricity to your Supply Address.
- 7.1.2** You must also advise us promptly if there is any change in:
- (a) responsibility for paying your gas and/or electricity account;
  - (b) your contact details;
  - (c) the major purpose of using gas and/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 and/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 and/or electricity to you if you do not provide this information.

### **7.1.4** You also authorise:

- (a) us to request from your Distributor(s) your gas and/or electricity usage data for the 12 months preceding your last Meter read; and
- (b) your Distributor(s) to release to us your gas and/or electricity usage data for the 12 months preceding your last Meter read.

### **7.2 How We Use and Disclose Personal Information About You**

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

- 7.2.2** We need to collect the Personal Information in this Energy Plan to Supply you with gas and sell you 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.

- 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 and NEMMCO or other market operators for the purpose of:
  - (i) connecting your Supply Address to the Distribution System and administering your Energy Plan; and
  - (ii) complying with the Energy Retail Code and Regulatory Requirements;
- (b) disclosures to certain law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
- (c) uses or disclosures in accordance with a court order;

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

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

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

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

**7.2.6** 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 to or required by any Regulatory Requirements (including the Privacy Act 1988) to refuse such access. If you wish to seek access to any of the Personal Information we hold about you, please contact us on 131 245. To find out more about our Privacy Policy please visit [www.agl.com.au](http://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 customer charter as soon as practicable after you enter into this Energy Plan and at any other time upon your request.

**7.5.2** If you have already received a copy of our customer charter we may impose a reasonable charge for the provision of the customer charter on any subsequent request from you within a 12 month period.

**7.5.3** You can also inspect our customer charter free of charge at our website at [www.agl.com.au](http://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 Energy Retail Code and the Regulatory Requirements where applicable, and must give effect to any of the Distributor's rights under the Energy Retail Code or the Regulatory Requirements;
- (b) you must pay all fees and charges in relation to Supply at the Supply Address, and continue to pay for gas and/or electricity by the pay-by-date specified on the bill;
- (c) you must not allow gas and/or electricity directed to the 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 resupply gas and/or electricity supplied under this Energy Plan to any other person unless specifically agreed to by us in writing or unless permitted by Regulatory Requirements;
- (e) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
- (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 Your 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 installations 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 Systems to be carried out;
- (d) not allow a person other than someone you believe to be an accredited gas 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 Systems or Supply to any other gas or electrical installation or cause damage or interference to a third party;
- (f) not interfere or allow someone to interfere with the Distribution System which delivers gas 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, where this Energy Plan is necessary to enable us to carry out our obligations.

### **9 OUR RESPONSIBILITIES IN SUPPLYING GAS AND/OR ELECTRICITY**

#### **9.1 Force Majeure Event**

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

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

**9.1.3** For the purposes of clause 9.1.2, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.

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

#### **9.2 Quality, Safety and Reliability of Gas Supply**

**9.2.1** We must use our Best Endeavours to:

- (a) Supply you with gas at a quality that meets the Regulatory Requirements;
- (b) ensure that our actions do not interfere with the safe operation of the Distribution System; and
- (c) provide a reliable Supply to you in accordance with the Regulatory Requirements.

**9.2.2** We must:

- (a) upon request provide you with an explanation for any change in the quality of the gas Supply outside the limits specified in the Regulatory Requirements within 10 Business Days;
- (b) provide you with at least four Business Days notice of any interruption to the gas Supply at your Supply Address for the purpose of planned maintenance or augmentation to the Distribution System;
- (c) use our Best Endeavours to obtain an explanation for any unplanned maintenance and/or interruption to the gas Supply at your Supply Address from the Distributor, and if you request the information in writing, to provide that information in writing within five Business Days of receiving an explanation from the Distributor;
- (d) provide you with a 24 hour telephone service with details and the expected duration of an unplanned interruption;
- (e) upon request, advise on facilities required to protect our equipment; and
- (f) upon request, advise on your use of gas so that it does not interfere with the Distribution System or with supply to any other gas installation.

**9.2.3** Our obligations in relation to the quality of the gas Supply are limited to the extent that the Distribution System or the quality of supply to other customers is adversely affected by your actions or equipment.

**9.2.4** We may interrupt your gas Supply for maintenance and repair, for the installation of new supply to another customer, in an emergency, or for health and safety reasons.

#### **9.3 Notice to Customers**

**9.3.1** 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 COMPLAINTS AND DISPUTE RESOLUTION

### 10.1 Your Right to Review

10.1.1 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.

### 10.2 Complaints Handling and Dispute Resolution Procedure

10.2.1 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 is outlined below.

### 10.3 Outline of Review Process

#### Telephone Complaint

10.3.1 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.

10.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

#### Written Complaint

10.3.3 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.

10.3.4 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

10.3.5 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

10.3.6 We are a member of the Energy Industry Ombudsman of South Australia Scheme. If you are not satisfied with our review and written response to your complaint, you may contact the Industry Ombudsman for further review.

### 10.4 Detailed Review Process Available

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

## 11 GENERAL

### 11.1 Our Liability

11.1.1 Title and risk in all gas and/or electricity supplied to you will pass to you at the respective delivery point.

11.1.2 The Commonwealth Trade Practices Act 1974 and the Fair Trading Act 1987 (SA) 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.

11.1.3 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.

11.1.4 Where conditions, warranties or undertakings are implied by these laws and cannot be excluded, to the extent permitted by law, our liability for breach of these conditions, warranties or undertakings is (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.

### 11.2 Not Liable

11.2.1 As far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the gas and/or electricity we sell to you under this Energy Plan.

11.2.2 In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure in electricity Supply, or there is a defect in the electricity supplied (however caused); or
- (b) some characteristics of electricity (for example, electricity frequency or voltage) make it unsuitable for some purposes.

### 11.3 National Electricity Law

11.3.1 Nothing in this Energy Plan varies or excludes in any way the operation of section 78 of the National Electricity Law.

### 11.4 Survival of Certain Clauses

11.4.1 Clauses 7.2, 11.1, 11.2 and 11.3 survive the termination of this Energy Plan.

### 11.5 GST

11.5.1 The charges specified in these Terms and the Offer, 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.

11.5.2 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.

**11.5.3** 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.

## 11.6 Waiver and Variation

**11.6.1** 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.

**11.6.2** 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.

**11.6.3** 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.

## 11.7 Assignment

**11.7.1** You consent to us assigning our rights or novating or transferring our rights and obligations under this Energy Plan on notice to you. Notice may be given by publishing details in a state-wide newspaper or on our website at [www.agl.com.au](http://www.agl.com.au)

**11.7.2** You may not assign, transfer or novate this Energy Plan without our consent.

## 11.8 Applicable Law

**11.8.1** This Energy Plan shall be governed by the laws of South Australia.

**11.8.2** We and you submit to the non-exclusive jurisdiction of the courts of South Australia.

# 12 GLOSSARY OF TERMS

## 12.1 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 published on our website at [www.agl.com.au](http://www.agl.com.au), that we may charge you for:

- (a) reconnection of the Supply of electricity to the Supply Address between the hours of 4:00pm to 9:00pm on the same business day as your request; and/or
- (b) reconnection of the Supply of gas to the Supply Address between the hours of 3:00pm to 9:00pm on the same business day as your request,

which includes the Distributor's charges for reconnection and 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.

**Adelaide Central** means the areas shaded red in the plan attached to the Energy Retail Code.

**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 10 or 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 on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday or a public holiday.

**Call-Out Fee** means the amount, calculated reasonably and as published on our website at [www.agl.com.au](http://www.agl.com.au), 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.

**Commission** means the Essential Services Commission of South Australia.

**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.

**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 Fee** means the amount, calculated reasonably and published on our website at [www.agl.com.au](http://www.agl.com.au), 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 written disclosure statement provided to you by us in accordance with our obligations under the Energy Marketing Code made by the Commission under section 28 of the Essential Services Commission Act 2002.

**Disconnection Fee** means the amount, calculated reasonably and as published on our website at [www.agl.com.au](http://www.agl.com.au) 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 published on our website at [www.agl.com.au](http://www.agl.com.au), which we may vary from time to time.

**Distribution System** means a network of pipes or poles and wires, Meters and controls used to Supply gas or electricity, or a Distributor uses to transport gas or electricity to customers.

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

**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, in relation to 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.

**Energy Retail Code** means the code of that name made by the Commission from time to time under section 28 of the Essential Services Commission Act 2002.

**Explicit Informed Consent** means the consent provided by you where:

- (a) you give express conscious agreement; and
- (b) we have fully and adequately disclosed all relevant matters truthfully and in plain language, including the specific purpose for which your consent will be used.

**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.

**Industry Ombudsman** means the Energy Industry Ombudsman of South Australia appointed under the Energy Industry Ombudsman of South Australia Scheme.

**In-situ Termination** means termination of this Energy Plan other than for the purpose of vacating your Supply Address.

**Last Resort Event** means an event that triggers the operation of the retailer of last resort scheme approved by the Commission.

**Late Payment Fee** means the amount, calculated reasonably and as published on our website at [www.agl.com.au](http://www.agl.com.au) 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 an oxygen concentrator, an intermittent peritoneal dialysis machine, a haemodialysis machine, a ventilator for life support (polio only) or other equipment that requires continuous supply of electricity as notified by the Commission from time to time.

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

**Metering Data** means:

- (a) in the case of electricity, the meaning given to that term in the National Electricity Rules; and
- (b) in the case of gas, the meaning given to that term in the Retail Market Rules.

**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.

**Meter Inspection Fee** means the amount, calculated reasonably and as published on our website at [www.agl.com.au](http://www.agl.com.au), 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 Testing Fee** means the amount, calculated reasonably and as published on our website at [www.agl.com.au](http://www.agl.com.au), that you must pay us in advance for physically testing your Meter at your Supply Address, which we may vary from time to time.

**Metropolitan Area** means the areas shaded green on the plans attached to the Energy Retail Code, excluding Adelaide Central and Remote Area.

**National Electricity Law** means the laws set out in the schedule to the National Electricity (South Australia) Act 1996.

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

**Offer** means the letter 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.

**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.

**Reconnection Fee** means the amount, calculated reasonably and as published on our website at [www.agl.com.au](http://www.agl.com.au), that we may charge you for:

- (a) reconnection of the Supply of electricity to the Supply Address before 4:00pm on the same business day as your request; and/or
- (b) reconnection of the Supply of gas to the Supply Address before 3:00pm on the same business day as your request,

which includes the Distributor's charges for reconnection and 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.

**Remote Area** means all areas in which customers are supplied through a 19kV SWER line, irrespective of their location.

**Rural Area** means all areas in South Australia other than Adelaide Central, Metropolitan Area and Remote Area.

**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 Read Fee** means the amount, calculated reasonably and as published on our website at [www.agl.com.au](http://www.agl.com.au), 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.

**Supply** means:

- (a) in the case of electricity, the sale of electricity by us to you; and/or
- (b) in the case of gas, the supply of gas 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 the overall net income of AGL).

**Term** means the period commencing on the Supply Commencement Date and ending on the End Date 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.

## 12.2 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 corporation and any governmental agency;
- (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Energy Plan;
- (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
- (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
- (l) when capitalised, other parts of speech and grammatical forms of a word or phrase defined in this Energy Plan have a corresponding meaning;
- (m) a period of time which:
  - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or

- (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (n) an event which is required under this Energy Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
- (o) words defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used in clauses 1.1 and 11.5 of this Energy Plan.

## DISCLOSURE STATEMENT

Marketers of gas and electricity to small customers in South Australia must comply with the Energy Marketing Code. This Code specifies (amongst other things) the minimum level and quality of information which must be provided to small customers when entering into a customer sale contract. The following statement lists that information and identifies where it can be found.

Information Item	Where this can be found
(1) The name and the address for service of the marketer or if different the retailer on whose behalf the marketer is acting.	See the Contact Details section in the Offer
(2) The postal address, facsimile number and email address of the marketer or if different the retailer on whose behalf the marketer is acting.	See the Contact Details section in the Offer
(3) The date of commencement of the customer sale contract.	See the Offer and clause 2 of these Terms
(4) The prices, charges, tariffs and service levels that will be applicable in respect of the customer sale contract.	See the Offer
(5) If the prices, charges, tariffs or service levels are able to be changed by the retailer under the customer sale contract, the manner in which any such change may be effected.	See clause 5 of these Terms
(6) The costs to the small customer associated with entering into the customer sale contract, outside of the prices, charges and tariffs payable (including any costs associated with the provision of infrastructure such as Meters).	See the Offer and clauses 1.1.5, 1.4.7, 2.1.5, 2.2.3, 2.3.4 and 2.5.1 of these Terms

(7) The type and frequency of bills which will be rendered under the customer sale contract.	See clause 6.1.1 of these Terms
(8) The payment methods and options which are available in respect of the customer sale contract.	See the Offer and clause 6.8.2 of these Terms
(9) The early termination charges which may apply in the event that the small customer terminates a fixed-term customer sale contract prior to its expiry date and the method of calculation of those charges.	May Apply - See the Offer and clauses 3.1, 3.2.3, 3.5.2 and 3.6.4 of these Terms
(10) The enforcement expenses which may become payable in the event of a breach of the customer sale contract by the small customer.	May Apply - See clauses 3 and 6.14 of these Terms
(11) The dispute resolution options which are available to customers.	See clause 10 of these Terms
(12) Details of the right conferred on the customer to rescind the customer sale contract in accordance with the Energy Retail Code.	See Clause 2.1 of these Terms
(13) If a commission, fee or reward is to be paid for the introduction of business to the retailer: <ul style="list-style-type: none"> <li>(a) a statement of that fact; and</li> <li>(b) details of the person by whom the commission, fee or reward is payable; and</li> <li>(c) details of the person to whom the commission, fee or reward is payable.</li> </ul>	See clause 1.1.3 of these Terms