

**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 Victoria.

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 Sales Pty Limited ABN 88 090 538 337



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## 1 MARKET SALE AND SUPPLY CONTRACT

### 1.1 About your AGL Energy Plan

1.1.1 These are the Terms that apply to the gas and/or electricity which we Supply to you. These terms, and any Offer that we make which refers to them and incorporates them, form a 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 are generally entitled to be supplied gas and/or electricity by your local gas or electricity retailer under standing offer contracts at regulated prices under section 42 of the Gas Industry Act 2001 (Vic) and section 35 of the Electricity Industry Act 2000 (Vic).

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 to your current supplier.

### 1.2 About the Energy Retail Code

1.2.1 The Energy Retail Code applies to this Energy Plan, and in the case of any inconsistency between the Energy Retail Code and this Energy Plan, the Energy Plan prevails to the extent allowed by the Energy Retail Code. Where this is not allowed by the Energy Retail Code, the Energy Retail Code will prevail.

1.2.2 This Energy Plan varies from the basic terms and conditions set out in the Energy Retail Code as identified in the Offer.

1.2.3 If you require a copy of the Energy Retail Code, we will supply it to you for a charge to cover the printing and mailing costs. You can also inspect the Energy Retail Code free-of-charge at the Essential Services Commission website at [www.esc.vic.gov.au](http://www.esc.vic.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.

#### **1.4 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** 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. You are not eligible for this Energy Plan for gas if you live in an area that we are unable to supply to including Mildura, Ararat, Horsham and Stawell.

**1.4.3** 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.

**1.4.4** 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 an early termination fee 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** Your Energy Plan is subject to a Cooling-off Period of 10 Business Days. Except as set out in clause 1.4.2, this Cooling-off Period will start on the date of your acceptance of this Energy Plan.

**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 written notice. The written notice must clearly state that you intend to cancel this Energy Plan, and should be sent to:

- (a) AGL, Level 22, 120 Spencer Street, Melbourne, Victoria, 3000; or
- (b) fax to 03 8633 6002.

**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, then unless this Energy Plan involves a new connection service or is an Energisation agreement, the Energy Plan will have no effect and you will continue to be supplied with gas and/or electricity under any current arrangements with us or with other suppliers.

**2.1.5** If this Energy Plan involves a new connection service or is an Energisation agreement and Supply has commenced, if you cancel this Energy Plan during the Cooling-off Period that cancellation will have no effect and you will be supplied by us under a deemed contract at the tariff and on the terms and conditions of your host retailer's deemed contract.

**2.1.6** If this Energy Plan involves the AGL EZI Connect new connection service and is cancelled during the Cooling-off Period, you will still be billed the EZI Connect Fee.

### **2.2 Connection to Distribution 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 Systems (as applicable). Each Distribution System is operated by a Distributor.

**2.2.2** We will obtain connection and distribution services from the Distributor in order to Supply you with gas and/or electricity under this Energy Plan. Any charges imposed by the Distributor for these services will either be directly passed through to you or be built into the bundled charges payable under this Energy Plan. If the Supply Address is not currently supplied with gas or electricity, we will where available, ensure that the Distributor connects the Supply Address to the relevant Distribution System in accordance with the applicable Regulatory Requirements, and will pass through to you any charges for this connection.

### **2.3 Supply Commencement Date**

**2.3.1** This Energy Plan will begin on the Supply Commencement Date or, if your Energy Plan is for both gas and electricity, on the Supply Commencement Date for gas or electricity, whichever occurs first.

**2.3.2** Subject to this clause, the Supply Commencement Date under this Energy Plan will be the date on which all the following conditions are satisfied:

- (a) the Cooling-off Period set out in clause 2.1 has expired (unless this Energy Plan involves a new connection service or is an Energisation contract);
- (b) all necessary transfers have been completed to allow us to Supply you with gas and/or electricity in accordance with Regulatory Requirements;
- (c) you are connected to the relevant Distribution System in accordance with Regulatory Requirements as set out in clause 2.2;
- (d) the relevant pipe work, cables and appliances at the Supply Address are certified as complying with the all necessary Regulatory Requirements, and there is a suitable Meter available for our use; and
- (e) if requested by us, you have provided to our satisfaction:
  - (i) Acceptable Identification, billing details, and information concerning the appliances installed in the address and the anticipated usage of the appliances;
  - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent;
  - (iii) a Refundable Advance; and
  - (iv) payment of, or arrangements to pay, all amounts owing by you to us under other arrangements, other than a debt which is the subject of an unresolved dispute.

**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 Date may be different.

**2.4.2** If this Energy Plan is a Freedom Plan, it has no set term and will continue until terminated by us on at least 28 days written notice, or by you on at least 28 days written notice. If we give you 28 days written notice that we are terminating this Energy Plan, during that notice period you will need to make alternative arrangements for your gas and/or electricity supply by the end of the notice period.

**2.4.3** If this Energy Plan is an Advantage Plan, the overall duration of 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 one month, but no more than two months, before the expiry of the Term of your Energy Plan we will:

- (a) notify you that the Term of your Energy Plan is about to expire, and the date of that expiry;
- (b) notify you of the charges, terms and conditions that will apply to you if you do not exercise any other option once the Term of your Energy Plan has expired; and
- (c) notify you of your other options once the Term of your Energy Plan has expired, including the options to:
  - (i) accept our or another retailer's standing offer, depending on the location of the Supply Address;
  - (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 in the manner set out in clause 2.4.4 above, before the expiry of the Term, then from the expiry of the Term the charges, terms and conditions set out in the notice will form part of this 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 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 due to your early termination. Reasons for early termination may include situations such as:

- (a) you moving to a new address;
- (b) you agreeing to purchase gas and/or electricity from another retailer; and
- (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 the following:
- (a) all charges under this Energy Plan will be replaced by the corresponding tariffs set out in our standing offer or general tariff for market contracts with no Energy Plan Term relevant to the Supply Address;
  - (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; and
  - (c) apart from paragraph (a), any additional retail charge specified in the Offer for terminating this Energy Plan before the expiry of the Term, will remain.

- 3.2.2** 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.

- 3.2.3** 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 until this Energy Plan is terminated. Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Energy Plan.

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

- 3.3.1** 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** Subject to the terms and conditions of this Energy Plan, if you request that the Supply Address be disconnected:

- (a) we will disconnect or request that the Distributor disconnect the Supply Address as soon as practicable; and
- (b) this Energy Plan will terminate on the date of that disconnection.

## **3.5 Transfer to Another Retailer**

- 3.5.1** You or your new retailer must give us written notice of your intention to transfer to another retailer. This must include the earliest date on which you wish to transfer, which must be at least 28 days after the date of your notice. Your transfer to another retailer may take up to 60 days for gas and 90 days for electricity in accordance with Regulatory Requirements. If the Meter read is not completed at the next scheduled Meter Reading date, this transfer may take longer. In some cases you may request a special Meter Reading.

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

- 3.5.3** If you wish to transfer to another retailer:

- (a) this Energy Plan will continue:
  - (i) at the charges applying under this Energy Plan at the earliest transfer date set out in the notice until the next scheduled Meter Reading occurring after that date; and
  - (ii) from then on, at the tariffs set out in our standing offer or general tariff for market contracts with no fixed term relevant to the Supply Address; and
- (b) this Energy Plan will terminate when your obligation to

pay the other retailer under your new arrangements with that retailer commences.

### **3.6 Vacating the Supply Address**

**3.6.1** You must give us at least 28 days written notice that you intend to vacate or have vacated the Supply Address, including the vacation date and a forwarding address to which a final bill may be sent.

**3.6.2** Subject to clause 3.6.3, this Energy Plan will terminate on the date you vacate the Supply Address.

**3.6.3** This Energy Plan will terminate earlier than the date provided in clause 3.6.2 in the following circumstances:

- (a) if you can show us that you were evicted or otherwise forced to vacate the Supply Address, this Energy Plan will be terminated on the date you give us notice;
- (b) if you enter into a new Supply arrangement with us in relation to the same Supply Address, this Energy Plan will terminate when your obligation to pay under the new arrangement commences;
- (c) if another retailer becomes responsible for the Supply Address, this Energy Plan will terminate when the new retailer assumes that responsibility; and
- (d) if the Supply Address is disconnected, this Energy Plan will terminate on disconnection.

**3.6.4** 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.

### **3.7 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 (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 costs for gas and/or electricity used at the Supply Address.

### **3.8 Ceasing to be a Small Business Customer**

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

## **4 DISCONNECTION FOR BREACH**

### **4.1 Non-payment**

**4.1.1** We may disconnect the Supply Address or request that the Distributor disconnect the Supply Address if you fail to pay by the pay-by date any charges at the current or any previous Supply Address, but only if:

- (a) the failure does not relate to an instalment under your first instalment plan with us;
- (b) we have given you:
  - (i) a reminder notice at least 14 Business Days after the dispatch of the bill, including a new pay-by date at least 20 Business Days after the dispatch of the bill (unless you are on a shortened Billing Period, in which case we will not give you a reminder notice); and
  - (ii) a disconnection warning at least 22 Business Days after the dispatch of the bill, including a new pay-by date at least 28 Business Days after the dispatch of the bill. However, if you are on a shortened Billing Period, the disconnection warning and new pay-by date will be at least 16 Business Days and 20 Business Days respectively from the dispatch of the bill;
- (c) the disconnection warning includes a statement that we may suspend Supply or terminate this Energy Plan no sooner than seven Business Days after you receive the disconnection warning. It will also include a telephone number for payment assistance enquiries;
- (d) you call that number, we have responded to your enquiry and provided information about financial assistance; and
- (e) before suspension of Supply or termination of this Energy Plan, you:
  - (i) do not provide us with a reasonable assurance that you are willing to pay our bills; or
  - (ii) do provide a reasonable assurance, but then do not pay the amount payable by the pay by date on the disconnection warning, and do not agree to a new payment arrangement within five Business Days of receiving the warning or do not make payments under such a new payment arrangement.

**4.1.2** 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 used our Best Endeavours to give 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 seven Business Days notice of disconnection; and
- (c) due to acts or omissions on your part, access to the Supply Address remains not possible, for the purpose of reading the Meter.

### 4.3 Unauthorised or Illegal Access

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

### 4.4 Refusal of Security and Acceptable Identification

4.4.1 If you refuse to pay a Refundable Advance where required by us, and continue this refusal 10 Business Days after receiving a disconnection warning, we may disconnect the Supply Address or request that the Distributor disconnect the Supply Address.

4.4.2 If you refuse when required to provide Acceptable Identification and continue this refusal for 10 Business Days after receiving a 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 and any applicable Regulatory Requirement. In particular, we will not disconnect the Supply Address:

- (a) for non-payment of a bill:
  - (i) where the amount payable is less than any amount approved by the Essential Services Commission in a relevant gas or electricity guideline;
  - (ii) if you have made a relevant complaint to the Energy and Water Ombudsman Victoria or other dispute resolution body which remains unresolved;
  - (iii) where you have a formal decision relating to a Utility Relief Grant pending; or
  - (iv) where the only unpaid amount is a charge not for the Supply or sale of gas or electricity;
- (b) if:
  - (i) for electricity, the Supply Address is registered by the Distributor as a Life Support Equipment Supply Address; or
  - (ii) for gas, the Supply Address is registered by us, or the Distributor as a medical exemption Supply Address. We must register your Supply Address as a medical exemption Supply Address if you request registration and provide us with a current medical certificate certifying that a person residing at the Supply Address has a medical condition which requires continued supply of gas;
- (c) unless otherwise requested by you:
  - (i) after 3.00 pm on a weekday; or
  - (ii) on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

### 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) for obtaining Supply in a way that does not comply with this Energy Plan; or
- (d) refusing to pay a Refundable Advance or provide Acceptable Identification;

we will reconnect the Supply Address at your request and on payment of a Reconnection Fee reflecting our direct costs arising from the disconnection and reconnection. This includes any amount charged to us by the Distributor or another contractor or agent for providing services in relation to the disconnection, connection and our reasonable administration charges.

4.7.2 We will reconnect the Supply Address:

- (a) on the day of your request, if you contacted us before 3.00pm on a Business Day;
- (b) on the next Business Day after your request, if you contacted us after 3.00pm on a Business Day; or
- (c) on the day of your request, if you contacted us after 3.00pm on a Business Day but before 9.00pm and you agree to pay our After Hours Reconnection Fee.

4.7.3 If you are eligible for a Utility Relief Grant and you apply for a grant after being disconnected, we must reconnect you.

4.7.4 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 which will be:

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

### 4.8 Exercise of Discretion

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

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

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

## 5 CHARGES AND VARIATIONS

### 5.1 Charges and Variations Set Out in Offer

- 5.1.1 The initial fees and charges for gas and/or electricity are as set out in the Offer. 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 energy consumption rates, the amount resulting from multiplying your gas and/or electricity consumption during the Billing Period (derived in accordance with clause 6.2) by that energy consumption rate;
  - (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 an energy consumption rate or a bundled rate, then the charges will be the sum of your gas and/or electricity consumption during any separate periods within the Billing Period (derived in accordance with clause 6.2) multiplied by the applicable energy consumption rate or bundled rate for that separate period;
- (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 If the Offer provides for the provision by us of any discount, account credit or incentive, such discount, account credit or incentive will be provided as described in the Offer.

### 5.3 General Price Variations

- 5.3.1 You understand and agree that we may vary the 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 1.4.2) 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 standing offer 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 standing offer 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 standing offer 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.

### 5.4 Increases in Energy Costs

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

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

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

## 5.5 Variations in Distribution Costs

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

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

**5.5.2** The amount of any such variation under clause 5.5.1 will be calculated by altering the rate or rates of charge (in c/MJ of gas or c/kWh of electricity) stated in the Offer to such extent, and in such manner as we reasonably determine, 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, Debt Collection Fee or Call-Out Fee to reflect any increase in our cost of disconnection, reconnection, debt collection or call-out. 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, debt collection or call-out; and
- (b) pass through to you any other charges imposed by a Distributor for services that are not included in your charges (such as connection charges) together with our reasonable administration charges.

## 5.6 Increases in Market Charges

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

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

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

## 5.7 Increases in Metering Charges

**5.7.1** We may vary your charges to reflect any change in metering charges. This includes changes to the amount of, or basis for calculation of, any charges imposed on us by the relevant metering providers for the provision, maintenance or reading of gas or electricity Meters 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.

## 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. The amount will be calculated by:

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

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

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

## 5.9 CPI Increases

**5.9.1** We may, without prior notice, adjust your 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 Timing of Variations**

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

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

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

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

- (a) for the period of time from the start of the Billing Period up to the day on which the variation took effect, the charges calculated in accordance with clause 5.1.2 using:
  - (i) the former bundled rate or energy consumption rate and the amount of energy consumed by you during the period of time from the start of the Billing Period up to the day on which the variation took effect (derived in accordance with clause 6.2); and
  - (ii) the former daily rate and the number of days from the start of the Billing Period up to the day on which the variation took effect; and

(b) for the period of time from the day on which the variation took effect to the end of the Billing Period, the charges calculated in accordance with clause 5.1.2 using:

- (i) the new bundled rate or energy consumption rate and the amount of energy consumed by you during the period of time from the day on which the variation took effect to the end of the Billing Period (derived in accordance with clause 6.2); and
- (ii) the new daily rate and the number of days from the day on which the variation took effect to the end of the Billing Period.

## **6 BILLING AND PAYMENTS**

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

**6.1.1** We will issue a bill to the address or e-mail address nominated by you or a person authorised to act on your behalf, according to the Billing Period identified in the Offer. If no Billing Period is specified in the Offer, we will bill you every quarter for your electricity and every two months for your gas.

**6.1.2** If your Energy Plan is for both gas and electricity, you will receive separate gas and electricity bills.

**6.1.3** Each bill will identify the charges for gas and/or electricity and will set out any other information as required by Regulatory Requirements.

**6.1.4** If we provide goods or services in addition to the sale or Supply of gas and/or electricity, those items may be billed separately or as separate items on the bill. We will apply payments for those goods or services as you direct. If you do not direct how to apply payment, we will apply payment to charges related to the sale and Supply of gas and/or electricity first and then to the additional goods or services.

### **6.2 Calculation of Bills**

**6.2.1** Your bill will be based on the amount of gas and/or electricity identified by us or the Distributor as having been delivered to your Supply Address.

**6.2.2** Subject to the Energy Retail Code, the amount of gas and/or electricity will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with the Energy Retail Code. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.

**6.2.3** In the event we obtain a Meter Reading after we have used an estimate to identify the amount of gas and/or electricity that has been delivered to your Supply Address, we will make any appropriate adjustment to your next bill and clause 6.6 of these Terms will apply.

**6.2.4** If you consumed energy from us at another supply address and you vacated that supply address, we may include the amount payable for energy consumed at the vacated supply address in our bill for energy consumed at your Supply Address.

### **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 lower 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** Our review of your bill will be in accordance with our Complaints and Dispute Resolution Process outlined in clause 10.
- 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 6.4. If our review shows the bill to be incorrect, clause 6.6 will apply.
- 6.4 Meter Testing**
- 6.4.1** If after the completion of the bill review process you require your Meter to be tested, we will refer you to the Distributor or Meter testing authority that will test the Meter at a charge for their services. You must pay us in advance the Meter Inspection Fee or Meter Testing Fee as applicable. We will give you a copy of the results of the test if the testing authority does not do so.
- 6.4.2** If the Meter is accurate, you will be responsible for paying the Meter Inspection Fee or Meter Testing Fee and the full amount of your bill.
- 6.4.3** If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay the difference between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 6.4.1.
- 6.4.4** If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will reimburse the difference (if the account has been paid) between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 6.4.1.
- 6.5 Bill Adjustment**
- 6.5.1** If your bill covers a period other than your usual Billing Period, we will adjust any service charge and any energy usage calculation on a pro-rata basis.
- 6.6 If there is an Error in a Bill**
- 6.6.1** If there are errors in your bill or if we are informed of errors in the amount of gas or electricity delivered to your Supply Address, we will refund any amount overcharged or charge you the amount that you were undercharged on the next bill.
- 6.6.2** If you were undercharged (including the omission of any charges) the following procedure will apply:
- (a) where the undercharging results from a failure of our billing systems, we will only seek to recover amounts undercharged in the nine months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the undercharging);
  - (b) if the undercharging results from a reason other than as set out in paragraph (a), we will only recover amounts undercharged in the 12 months prior to 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

- (c) we will list the amount as a separate item in a special bill or in the next bill in your Billing Period, together with an explanation of the amount.
- 6.6.3** You will not be charged interest on any undercharged amount. You have the option of paying the undercharged amount in agreed instalments over a period at least equal to the period over which the undercharging occurred.
- 6.6.4** If we have undercharged you as a result of fraud, or use of gas or electricity otherwise than in accordance with this Energy Plan, we may:
- (a) estimate your gas and/or electricity usage for which you have not paid; and
  - (b) bill you or take debt recovery action for the amount you have not paid.
- 6.6.5** If you were overcharged, we will:
- (a) inform you of the overcharging within 10 Business Days of our becoming aware of the error; and
  - (b) seek your instructions as to how you wish us to refund the amount of the overcharge, or credit the amount on your next bill if you do not give us other instructions.
- 6.6.6** We are not obliged to pay you interest for any overcharging.
- 6.7 Payments**
- 6.7.1** You are required to pay your bill by the date specified in the bill as the pay-by date.
- 6.7.2** 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.
- 6.7.3** If you pay by cheque, direct debit or credit card and the payment is dishonoured or reversed by your bank, you must pay us the Dishonoured Payment Fee.
- 6.7.4** If you pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card) you may be charged a payment processing fee.
- 6.8 If You Have Trouble Paying**
- 6.8.1** You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance.
- 6.8.2** 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:
- (a) the option of negotiating an instalment plan (provided you are eligible for this);
  - (b) information about, and referral to, government assistance programs such as the Utility Relief Grant Scheme where available; and
  - (c) information about independent financial counselling services.
- 6.8.3** In addition to our other obligations under this Energy Plan, we will not disconnect the Supply Address for non-payment if

your failure to pay arises through lack of sufficient income. This applies unless we have complied with the above requirements, including using our Best Endeavours to contact you in person or by telephone, and you have not accepted an instalment plan within five Business Days of our offer.

**6.8.4** Unless you are disputing a bill in good faith, if you do not pay your gas and/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.

## **6.9 Instalment Plans**

**6.9.1** 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.

**6.9.2** In offering an instalment plan we may, in consultation with you, develop and agree to an individual instalment plan, taking into account your circumstances, including your gas and/or electricity usage and capacity to pay the full amount.

**6.9.3** Any instalment plan we offer you will:

- (a) specify the period of the plan, the amount and number of instalments, and how the amount is calculated;
- (b) specify the amount of the instalments that will pay your arrears;
- (c) specify your estimated consumption during the period of the plan; and
- (d) provide for re-balancing where you are significantly in credit or debt at the end of the plan.

## **6.10 Direct Debit**

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

## **6.11 Shortened Billing Periods**

**6.11.1** We may offer a shortened Billing Period to customers as a financial accommodation, or may place you on a shortened Billing Period in the circumstances set out in the Energy Retail Code.

**6.11.2** If you are placed on a shortened Billing Period, then we may impose an Additional Retail Charge and may charge you for any costs imposed on us if you fail to make the periodical payment you agreed to make.

## **6.12 Refundable Advances**

**6.12.1** Subject to all applicable Regulatory Requirements, we may require you to provide a Refundable Advance before

connection or reconnection of Supply of gas and/or electricity. The Refundable Advance will only be required if you do not have a satisfactory gas or electricity account payment record or if we decide you have an unsatisfactory credit rating.

**6.12.2** We will pay interest on your Refundable Advance at the Bank Bill Rate, accruing daily and capitalised every 90 days until repaid.

**6.12.3** We may use the Refundable Advance 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.

**6.12.4** If we use a Refundable Advance, we will provide you with an account of its use and will repay any balance to you within 10 Business Days. We will also repay the Refundable Advance and interest within 10 Business Days of your completing two years payment of bills by the pay-by date or on termination of this Energy Plan.

## **6.13 Interest on Overdue Payments**

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

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

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

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

## **6.14 Debt Collection Procedures**

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

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

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

**6.14.3** We may charge you a Debt Collection Fee. Without limiting clause 7.2, we may also disclose information relating to your credit to a credit reporting agency or to other credit providers.

## 7 INFORMATION, 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 Acceptable Identification before we Supply energy to your Supply Address. The main reasons that we need to collect Personal Information from you are set out in more detail in clause 7.2 below.

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

- (a) responsibility for paying your account;
- (b) your contact details;
- (c) the major purpose of using gas and/or electricity or both 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 energy 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 energy 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 and other Regulatory Requirements.

7.2.2 We need to collect the Personal Information under this Energy Plan to Supply you with your energy needs, to administer this Energy Plan and, if necessary, to transfer you from your existing supplier. We will use and disclose Personal Information about you for these purposes and related purposes, including to send you information about our products and services and the 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. It does not constitute an acknowledgment relevant to the application of the Consumer Credit (Victoria) Code.

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 and VENCORP, NEMMCO or other market operators for purposes 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 energy retailer; 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 and other applicable Regulatory Requirements. This may include information that is needed by us to assess your application for credit or your credit worthiness; to notify other credit providers of a default by you; to monitor your credit arrangements with other credit providers and to collect any overdue payment.

7.2.6 In particular, you authorise us to seek a consumer credit report about you from a credit reporting agency to assess your application for consumer credit or to administer or manage your account (including the collection of overdue payments), or both. For this purpose, you agree that we may also provide a credit reporting agency with Personal Information about you (including information about any overdue payments owed by you) for which collection has commenced, cheques drawn that have been dishonoured more than once and details about when credit provided has been paid or discharged.

7.2.7 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.

**7.2.8** 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 your request, unless we are permitted to or required by any Regulatory Requirements (including the Privacy Act) 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 AGL's Privacy Policy please visit [www.agl.com.au](http://www.agl.com.au).

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

- (a) historical billing data for your Supply Address if available; and
- (b) information about efficient energy consumption.

### **7.4 Means of Communication**

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

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

### **7.5 Information we will provide to you**

**7.5.1** We will provide you with a copy of our charter at the time of your first bill under this Energy Plan and at any other time upon your request.

**7.5.2** You can also inspect our customer charter free of charge at our website at [www.agl.com.au](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 Electricity Distribution Code and the Gas Distribution System Code and must give effect to any of the Distributor's rights under those Codes;
- (b) you must pay all fees and charges in relation to Supply at

the Supply Address, and continue to pay the amount due, 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 re-supply gas and/or electricity supplied under this Energy Plan to any other person unless specifically agreed to by us in writing or unless permitted by Regulatory Requirements;
- (e) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment; and
- (f) if we sell or 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 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; and
- (f) not interfere or allow someone to interfere with the Distribution System which delivers gas and/or electricity to the Supply Address, or with any Meters at the Supply Address.

### **8.4 Access to Supply Address**

**8.4.1** You must give us, our agents and the Distributor(s) safe, convenient and unhindered access to the Supply Address for the following purposes:

- (a) to read the Meter;
- (b) to connect or disconnect Supply;

- (c) to inspect or test gas or electrical installations as appropriate; or
- (d) to inspect, repair, test or maintain the Distribution System.

## **8.5 If you are not the Owner of the Supply Address**

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

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

### **9.1 Force Majeure Event**

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

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

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

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

### **9.2 Supply Standards and Interruptions**

**9.2.1** As your retailer we do not control or operate the Distribution System which supplies energy to your Supply Address. We also cannot control the quality, frequency and continuity of Supply of the energy that we sell to you at your Supply Address.

**9.2.2** We, or the Distributor, may interrupt Supply for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, or due to any circumstances beyond our reasonable control. In this case we will provide a 24 hour telephone number so you can obtain details of the interruption and its expected duration.

### **9.3 Notice of Work**

**9.3.1** If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at your Supply Address, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.

**9.3.2** If the work relates to planned maintenance, we will give you at least four days notice. In any other case, we will give you at least 24 hours notice.

## **10 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 complies with Australian Standard 10002 and 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 and Water Ombudsman Victoria Scheme. If you are not satisfied with our review and written response to your complaint, you may contact the Energy and Water Ombudsman Victoria 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 Supply Point.
- 11.1.2** The Commonwealth Trade Practices Act 1974 and the Victorian Fair Trading Act 1999 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 are (at our option) limited to:
- (a) providing equivalent goods or services provided under this Energy Plan to your Supply Address; or
  - (b) paying you the cost of replacing the goods or services provided under this Energy Plan to your Supply Address, or acquiring equivalent goods or services.
- 11.1.5** You must take reasonable precautions to minimise the risk of loss or damage to any of your equipment, premises or business which may result from poor quality or reliability of supply.
- 11.1.6** Nothing in this Energy Plan varies or excludes in any way the operation of section 117 of the Electricity Industry Act 2000 (Vic), section 78 of the National Electricity Law, section 232 or 233 of the Gas Industry Act 2001 (Vic) or section 33 of the Gas Safety Act 1997 (Vic).
- 11.1.7** You acknowledge that the quality and reliability of gas and/or electricity Supply may be subject to events beyond our reasonable control.

### 11.2 GST

- 11.2.1** 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.
- 11.2.2** Where any amounts payable or other consideration provided in respect of supplies made under this Energy Plan (Payments) are expressed to be exclusive of GST, the Payment for that Supply (or deemed Supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.
- 11.2.3** Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable Supply, will be increased by an additional amount equal to the GST payable in relation to the Supply.

### 11.3 Waiver and Variation

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

### 11.4 Applicable Law

- 11.4.1** This Energy Plan shall be governed by the laws of Victoria.
- 11.4.2** We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

## 12 GLOSSARY OF TERMS

### 12.1 Definitions

In this Energy Plan unless the context otherwise requires:

#### Acceptable Identification includes:

- (a) one or more of the following:
  - (i) a driver's licence, a current passport or other form of photographic identification;
  - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and
  - (iii) a birth certificate;
- (b) where you are a sole trader or partnership, one or more of the following for each of the individuals that conduct the business:
  - (i) a driver's licence, a current passport or other form of photographic identification;
  - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and
  - (iii) a birth certificate; and
- (c) where you are a body corporate, the body corporate's Australian Company Number or Australian Business Number.

**Additional Retail Charge** means a charge relating to the Supply of gas and/or electricity other than a charge based on the tariff applicable to you.

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

**After Hours Reconnection Fee** means the amount, calculated reasonably and as set out in the Offer, that we may charge you for reconnection (which includes the Distributor's charges for reconnection) of the Supply of gas and/or electricity to the Supply Address, when you contact us between the hours of 3.00pm and 9.00pm on the same Business Day as your request, which we may vary from time to time.

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

Energy Plan includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

**Bank Bill Rate** means for a day:

- (a) the rate, expressed as a yield per cent per annum (rounded up to two decimal places if necessary) that is quoted as the average bid rate on the Reuters monitoring system page "BBSY" (or any page that replaces that page) at about 10.30am on that day, for bank bills that have a tenor equal to 90 days; or
- (b) if no average rate is so quoted, the bid rate available to us at about 10.00am on that day for bank bills that have such a tenor.

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

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

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

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria.

**Call-Out Fee** means the amount, calculated reasonably and as set out in the Offer, that we may charge you for our costs incurred 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.

**Complaints Handling and Dispute Resolution** is the procedure we have in place from time to time regarding any complaint you may make to us about your Energy Plan or the Supply of gas and/or electricity to your Supply Address. This procedure complies with Australian Standard 10002.

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

**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 set out in clause 2.1.1 of these Terms.

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

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

**Disconnection Fee** means the amount, calculated reasonably and as set out in the Offer, that we may charge you for our costs incurred for the 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 we incur for a dishonoured payment.

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

**Distributor** means the person who is licensed to distribute, Supply or provide services by means of pipes or wires.

**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 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 Plan** means these Terms and the Offer that refers to and incorporates them.

**Energy Retail Code** means the code of that name published by the Essential Services Commission.

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

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

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

**Life Support Equipment** means any equipment that requires continuous supply of electricity for a medical condition that has been confirmed in writing by a doctor or hospital and includes oxygen concentrators, haemodialysis machines and polio respirators.

**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.

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

**Meter Reading** means:

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

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

**Metering Standards** means the relevant Regulatory Requirements standards which:

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

**National Electricity Law** means the laws set out in the schedule to the National Electricity (South Australia) Act 1996 (SA) as in force from time to time under the National Electricity (Victoria) Act 1997 (Vic).

**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.

**Privacy Act** means the Privacy Act 1988 (Cth).

**Reconnection Fee** means the amount, calculated reasonably and as set out in the Offer, that we may charge you for reconnection of the Supply of gas or electricity to the Supply Address (and which includes the Distributor's charges for reconnection) when you contact us:

- (a) before 3.00pm on the same Business Day as your request; or
- (b) after 3.00pm on a Business Day and we arrange for reconnection of the Supply Address on the next Business Day after your request,

which we may vary from time to time.

**Refundable Advance** means an amount of money or other arrangement acceptable to a retailer as security against a customer defaulting on a final bill.

**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.

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

**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 set out in the Offer, that we may charge you for any Readings of your Meter that occur outside the scheduled reading timetable, which

we may vary from time to time.

**Supply** means the sale of gas and/or electricity and any related services.

**Supply Address** means:

- (a) the address at 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.

**Supply Point** means the point where gas and/or electricity leaves the Distribution System before being supplied to you, whether or not it passes through facilities owned or operated by another person after that point and before being so supplied (which in the case of electricity will include the relevant market connection point under the National Electricity Rules).

**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.

**Utility Relief Grant Scheme** provides one-off assistance for domestic customers who are unable to pay their gas, electricity or water bills due to a temporary financial crisis.

**VENCORP** means the Victorian Energy Networks Corporation Pty Limited (ABN 63 010 390 253), being the transmission system operator established under the Gas Industry Act 2001.

## 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 nonexhaustive 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, grammatical forms of a word or phrase defined in this Energy Plan have a corresponding meaning;
- (m) a period of time which:
  - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (n) an event which is required under this Energy Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
- (o) words defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used in clauses 5.11.1 and 11.2 of this Energy Plan.

