

Retailer of Last Resort Terms.

Victoria.

AGL

Deemed Terms and Conditions for Electricity and/or Gas Retailer of Last Resort Supply

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Deemed Terms and Conditions for Electricity and/or Gas Retailer of Last Resort Supply.

IMPORTANT NOTE

These deemed terms and conditions are published in accordance with section 49E of the Victorian *Electricity Industry Act 2000* and section 51E of the *Gas Industry Act 2001* and will come into force when we have a Retailer of Last Resort Obligation to you at your Supply Address.

When in force these deemed terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

1 THE PARTIES TO THIS ENERGY CONTRACT

This Energy Contract is made between:

AGL Sales Pty Limited (ABN 88 090 538 337) of Level 22, 120 Spencer Street, Melbourne (in this Energy Contract referred to as 'we', 'our' or 'us'); and You, the Customer to whom these terms and conditions are expressed to apply under clause 2 (in this Energy Contract referred to as 'you' or 'your').

2 WHEN WILL TERMS AND CONDITIONS APPLY?

2.1 Do these terms and conditions apply to you?

These terms and conditions will apply to you if:

- (a) you are a Small Customer in relation to your Supply Address;
- (b) we have a Retailer Of Last Resort Obligation to you for your Supply Address; and
- (c) you have not entered into a Market Contract or a Standard Offer Contract with us in relation to your Supply Address.

2.2 These terms and conditions can apply to both electricity and gas

Please note that these terms and conditions can apply where you purchase either:

- (a) only electricity;
 - (b) only gas; or
 - (c) both electricity and gas,
- from us for your Supply Address.

2.3 This is not a dual fuel contract

Please note that this Energy Contract is not a 'dual fuel contract' as that term is defined in the Energy Retail Code because even though we may sell both electricity and gas to you at your Supply Address, the Billing Cycles for electricity and gas under this Energy Contract are not synchronised.

3 WHAT IS THE TERM OF YOUR CONTRACT?

3.1 When will these terms and conditions begin to apply to you?

Your Energy Contract with us for your Supply Address will start on the date that we have a Retailer Of Last Resort Obligation to you for your Supply Address, whichever occurs later.

3.2 When will our obligation to sell you Energy start?

Where you are purchasing both gas and electricity from us for your Supply Address, our obligation to sell you electricity at your Supply Address and your obligation to pay us for electricity consumed at your Supply Address may start at a different time than those obligations in relation to gas.

3.3 How can your Energy Contract be ended?

Your contract will end:

- (a) Three months after its commencement;
- (b) when you enter into a Market Contract or a Standing Offer Contract with us or another retailer for your Supply Address;
- (c) when another Customer enters into a Market Contract or a Standing Offer Contract with us or another Retailer for that Supply Address;
- (d) if you have vacated or intend to vacate your Supply Address, on the day you cease to be responsible to pay for electricity supplied to that Supply Address; or
- (e) on the day after you cease to have the right under the Electricity Act to have your Supply Address supplied with electricity under a Retailer Of Last Resort Obligation,

whichever comes first.

If your Energy Contract ends and you have not entered into a Market Contract or Standing Offer Contract with us or another retailer for that supply address you will be deemed by section 39 of the Electricity Act or section 46 of the Gas Act to have a Deemed Contract. A copy of our Deemed Contract can be found at our website. The ending of this Energy Contract will not affect any rights or obligations which may have accrued under this Energy Contract prior to that time.

3.4 Your Energy Contract will not end until certain conditions are satisfied

Despite clause 3.3, the termination of your Energy Contract will not be effective until:

- (a) if your Energy Contract for electricity and/or gas has ended because you have entered into a new Energy Contract with us for the sale and Supply of that electricity and/or gas to your Supply Address, the expiry of any Cooling-Off Period in relation to that new Energy Contract;

- (b) if your Energy Contract has ended because you want to Transfer to another retailer in relation to electricity and/or gas for your Supply Address, your new retailer becomes Responsible for the sale and Supply of that electricity and/or gas to that Supply Address; or
- (c) if your Energy Contract has ended because your Supply Address has been disconnected, when you no longer have the right under clause 13 to have that Supply Address reconnected.

4 SCOPE OF THIS ENERGY CONTRACT

4.1 What is covered by this Energy Contract?

Under this Energy Contract we agree to sell (and arrange for your Distributor to Supply) Energy to you at your Supply Address and to perform our other obligations under this Energy Contract.

In return, you are required to pay our charges from time to time and perform your other obligations under this Energy Contract.

Subject to Division 8 of the Electricity Act, Division 6 of the Gas Act and the terms of the Energy Retail Code, this Energy Contract sets out your entire agreement with us in relation to the sale and Supply of Energy by us to you at your Supply Address and will replace any previous Energy Contract we may have had with you concerning those issues as soon as our obligation to sell you Energy at your Supply Address and your obligation to pay us for Energy consumed at your Supply Address commences under clause 3.1.

4.2 As a retailer we do not control or operate the Distribution System

You acknowledge that:

- (a) in our capacity as your retailer, we do not control or operate the Distribution Systems which Supply Energy to your Supply Address; and
- (b) as your retailer we cannot control:
 - (i) the quality, frequency and continuity of the Supply of electricity; and/or
 - (ii) the quality, pressure and continuity of the Supply of gas,

that we sell to you at your Supply Address.

However, we will arrange for:

- (c) the Supply of Energy to your Supply Address by your Distributor via its Distribution System which meets the requirements of Energy Law; and
- (d) the provision of additional services (such as connection, disconnection, Special Meter Readings or reconnection) by your Distributor in relation to your Supply Address,

under the terms of our agreement with your Distributor for the provision of those services to our Customers.

4.3 Our responsibility for quality and reliability of the Energy Supply

Subject to clause 15.1, you acknowledge that:

- (a) it is an inherent part of Supplying electricity that variations in voltage and frequency will occur from time to time;
- (b) it is an inherent part of Supplying gas that variations in pressure will occur from time to time; and
- (c) we cannot and do not make any representations concerning:
 - (i) the quality or frequency of the electricity delivered by your Distributor to your Supply Address;
 - (ii) the quality or pressure of the gas delivered by your Distributor to your Supply Address;
 - (iii) the occurrence of any power surges or power dips which may affect the Supply of electricity to your Supply Address;
 - (iv) the occurrence of any change in the pressure of gas which may affect the Supply of gas to your Supply Address; or
 - (v) the continuity of the Supply of Energy to your Supply Address via the Distribution System (and in particular, as to the number or length of any interruptions to the Supply of Energy to your Supply Address).

5 PRICES FOR ENERGY AND OTHER SERVICES

5.1 What are our Standard Tariffs and charges?

Our Standard Tariffs (and other charges which might apply to you) are described and listed on our website and (for domestic customers only) in the last price list we published in the *Government Gazette* under either section 49E of the Electricity Act or section 51E of the Gas Act. If you ask us, we will provide you with a copy of the applicable price list.

5.2 Which tariff applies to you?

Our price list describes each category of Standard Tariff and explains the conditions that need to be satisfied for each category before it can apply to you.

5.3 Changes to our Standard Tariffs

We can vary our Standard Tariffs and/or the categories or rates of our Standard Tariffs for our residential customers, at any time by notice published in the *Government Gazette*. However, if we are required by the Energy Law to follow a specific process before varying our Standard Tariffs we will comply with that process.

Any variation to our Standard Tariffs for business customers will take effect from the date specified in the notice published on our website.

We will notify you of any changes to our Standard Tariff applying to you as soon as practicable after notice of that variation is published and, in any event, with your next bill.

5.4 Change in circumstances

In some cases, the continued application of a category of Standard Tariff to you, or to your Supply Address will depend on whether you continue to satisfy the conditions applying to that category (for example, where the nature of your usage of Energy at your Supply Address changes). If this is the case:

- (a) you must inform us of any change which may impact upon your ability to satisfy any of the conditions applying to your current category of Standard Tariff; and
- (b) we may require you to transfer to another category of Standard Tariff as a result of that change.

If you fail to inform us of such a change, we may transfer you to another category of Standard Tariff when we become aware of that change and recover from you any amount undercharged by us as a result of that failure (up to any limit set out in the Energy Retail Code).

5.5 Calculation of bill following a change in tariff

If your Standard Tariff changes during a Billing Cycle (such as where you change to an alternative category of Standard Tariff or where the rate of your current category of Standard Tariff changes) we will calculate the amount payable by you for Energy supplied during that Billing Cycle on a pro rata basis by using:

- (a) the previous category or rate up to and including the date of the change; and
- (b) the new category or rate from that date to the end of the relevant Billing Cycle,

and clearly show the relevant details in your bill.

5.6 GST

The charges specified in this Energy Contract, are inclusive of GST, unless otherwise specified. If the rate of GST changes after the date of this Energy Contract, we may adjust the amounts payable to reflect that change from the date the change is effective.

Where any amounts payable or other consideration provided in respect of supplies made under this Energy Contract 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.

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.

5.7 We will pass through the amount charged by your Distributor

We will pass through your Distributor's charges for services provided in respect of your Supply Address and these charges will be shown as a separate item in your bill.

6 BILLING

6.1 When bills are sent

We will send a bill for the Energy consumed at your Supply Address to you at your supply address or at such alternative address as you notify to us from time to time and as frequently as is required by the Energy Law.

6.2 Contents of a bill

The bill will be in a form and contain such information as is required by the Energy Law.

6.3 Calculating the bill

At the end of each Billing Cycle we will calculate:

- (a) the amount payable by you for Energy supplied and sold to you at your Supply Address during the applicable Billing Cycle;
- (b) the amount payable for any other services supplied to you under your Energy Contract during the applicable Billing Cycle; and
- (c) the amount of any Additional Retail Charges in respect of the applicable Billing Cycle.

6.4 You can ask for further information

If you would like further information concerning a bill (such as information concerning the different charges which make up the amount payable) please contact us.

6.5 Your bill will usually be based on a reading of your meter

Unless you have Consented to a different arrangement or the Energy Law refers to, permits or requires us to use a different approach in certain circumstances, we will base your bill on a reading of the relevant meter at your Supply Address.

We will arrange for that meter to be read as often as is necessary to enable us to bill you in accordance with this clause 6, but in any event at least once every 12 months, unless we are unable to read your meter during this 12 month period due to any event beyond our control (for example, if you do not give us access to your Supply Address in accordance with clause 16).

6.6 We may issue estimated bills in certain circumstances

If:

- (a) we are unable to reasonably or reliably base a bill on a reading of the meter at your Supply Address; or
- (b) you do not have a meter for your Supply Address; or
- (c) we are otherwise permitted or required to do so under the Energy Law,

we may provide you with an estimated bill based on such alternative information as we are entitled to use under Energy Law in your circumstances.

If we subsequently read your meter or obtain any substitute, replacement or updated consumption data determined in accordance with the requirements of Energy Law, any estimated bill that we have sent to you will be adjusted to take account of the difference between your estimated consumption of Energy used to calculate your estimated bill and that subsequent information.

If your meter cannot be read due to your act or omission and you subsequently ask us to replace an estimated bill with a bill based on an actual reading of your meter, we will use our best endeavours to do so. We may charge you our reasonable costs incurred in complying with your request in these circumstances.

7 PAYING YOUR BILL

7.1 Amount and time for payment

You must pay to us the amount shown on each bill on or before the pay-by date specified in that bill (which date will be not less than 12 business days after the date of dispatch).

Subject to the Complaints Handling And Dispute Resolution Procedure, you must pay each bill free of any deduction.

7.2 How to pay

You can pay our bill:

- (a) in person at one of our payment agencies or outlets;
- (b) by mail;
- (c) by direct debit (where you have first agreed in writing with us the amount and frequency of the direct debits and any other details referred to in the Energy Retail Code); or
- (d) using any of the other payment methods listed on the bill.

If you ask us, we will also accept payments from you in advance of your bill.

If any payment you make is dishonoured or reversed and we incur a fee as a result, you must reimburse us for that fee and any other costs which we incur as a result of that breach.

7.3 Difficulties in paying

If you anticipate that you may have difficulties in paying your bill by the pay-by date, you must contact us as soon as possible to discuss alternative payment arrangements.

If you are a Domestic Customer and you are experiencing repeated difficulties in paying our bills, we will:

- (a) make a timely assessment of your capacity to pay our bills;

- (b) offer you an instalment plan (unless we are excused under the Energy Retail Code from the requirement to offer an instalment plan to you in the particular circumstances at that time); and
- (c) comply with any other obligations as required by the Energy Law.

If you are a Small Business Customer we will consider any reasonable request from you for an instalment plan. If we agree to enter into an instalment plan with a Small Business Customer we can impose an Additional Retail Charge.

When offering an instalment plan we will otherwise comply with the requirements of the Energy Retail Code.

7.4 Applying your payment when you buy both electricity and gas from us

If you buy both electricity and gas from us in relation to your Supply Address (whether under a single Energy Contract for both electricity and gas or under a separate Energy Contracts for electricity and gas) we will apply any payment we receive from you on account of our charges for Energy as directed by you. But if you give us no direction, we will apply that payment in proportion to the relative value of those charges.

7.5 Separate goods or services

If beyond the sale of electricity and gas, we agree to provide goods or services to you at your Supply Address, we may include our charges for those goods or services in your bill for Energy so long as:

- (a) we show that charge as a separate item in that bill (together with a description of those goods or services); and
- (b) we apply any payment from you in the manner you direct or if you give us no direction, in a manner referred to in the Energy Retail Code.

8 REVIEWING YOUR BILL

If you disagree with the amount you have been charged, you can ask us to review your bill.

If your bill is being reviewed, you are still required to pay the portion of the bill under review which you do not dispute.

If, after conducting a review, we are satisfied that the bill is correct, you must either pay us the unpaid amount or you may ask us to arrange for a meter test to be conducted. If your meter is tested and found to be accurate in accordance with the Energy Law, you must pay the cost of that test and any amount of that bill which remains unpaid.

If after conducting a review we find that the bill is incorrect, we will send you a corrected bill. Subject to clause 9, you must pay us any amount which remains unpaid in relation to that corrected bill.

9 OVERCHARGING AND UNDERCHARGING

9.1 Undercharging

If we have undercharged or failed to charge you for any reason, we can recover the amount undercharged from you subject to the following conditions:

- (a) Unless the Energy Retail Code states that we are permitted to do so (such as in the case of fraud) we can only recover the amount undercharged:
 - (i) if the undercharging results from a failure of our billing system, during the 9 months prior to the date on which we notify you that the undercharging has occurred; and
 - (ii) otherwise, during the 12 months prior to the date on which we notify you that the undercharging has occurred;
- (b) We can either issue a special bill to you setting out the amount undercharged, or include the amount undercharged in your next bill;
- (c) In either case, we will list the amount as a separate item in that bill and include an explanation of the amount charged. We will not charge you any interest on that amount; and
- (d) You can elect to pay that amount over the same period of time as it took to accumulate that amount.

9.2 Overcharging

Where you have been overcharged we will inform you of the amount overcharged within 10 business days of our becoming aware of the overcharge and repay the amount in accordance with your reasonable instructions or, if no reasonable instructions, by crediting the amount on your next bill.

10 SHORTENED COLLECTION CYCLE

If you repeatedly fail to pay amounts due to us by the due date for payment under clause 7.1, we may place you on a shortened collection cycle as long as we have first complied with any pre-conditions referred to in the Energy Retail Code. We will notify you within 10 business days of our placing you on a shortened collection cycle.

11 REFUNDABLE ADVANCES

11.1 We can require you to provide us with a refundable advance

We can require you to provide us with a refundable advance in the circumstances and up to the maximum amount referred to in the Energy Retail Code.

11.2 Interest on refundable advances

Where you have paid a refundable advance, we must pay you interest on the amount of that advance at the bank bill rate and in accordance with the other terms and conditions

set out in the Energy Retail Code in relation to the payment of interest.

11.3 Use of refundable advances

We can only use your refundable advance (and any accrued interest) to offset any amount you owe to us:

- (a) if you fail to pay a bill with respect to the Energy for which you were required to provide that refundable advance and this results in the disconnection of your Supply Address and you no longer have a right under clause 13 to have your Supply Address reconnected;
- (b) when you vacate your Supply Address;
- (c) when you request us to arrange for the disconnection of the Supply of the Energy for which you were required to provide that refundable advance to your Supply Address; or
- (d) when you Transfer to another retailer for the Supply of the Energy for which you were required to provide that refundable advance.

We will account to you for our use of your refundable advance (and any accrued interest), and pay to you any balance remaining in the manner referred to in the Energy Retail Code.

11.4 Return of refundable advances

We will repay to you any refundable advance (and any accrued interest) at the time and in the manner required under the Energy Law.

12 INTERRUPTIONS TO SUPPLY

12.1 Your Distributor can interrupt or disconnect Supply in certain circumstances

You acknowledge that under the Energy Law or any deemed distribution contract under section 40A of the Electricity Act or section 48 of the Gas Act between you and your Distributor for your Supply Address, your Distributor may interrupt or reduce the Supply of Energy to your Supply Address or disconnect your Supply Address for a number of reasons. These reasons include:

- (a) in order to carry out maintenance, repairs or any other alterations to the relevant Distribution System;
- (b) in order to connect other premises to the relevant Distribution System;
- (c) at the direction of a relevant regulatory authority; and
- (d) in an Emergency, for health and safety reasons or due to circumstances beyond the control of your Distributor.

12.2 Disconnection for failure to pay

We can request your Distributor to disconnect your Supply Address if:

- (a) you have failed to pay a bill in relation to that Supply Address by the relevant pay-by date for that bill;

- (b) the Energy Retail Code does not state that we cannot arrange for the disconnection of your Supply Address in those circumstances; and
- (c) we have first complied with all other steps required under the Energy Law.

12.3 Disconnection in other circumstances

We may also request your Distributor to disconnect Supply to your Supply Address:

- (a) if you request us to;
- (b) if due to your acts or omissions we or our or your Distributor's agent is unable to gain access to your Supply Address (in accordance with the requirements of clause 16) for the purposes of reading your meter in relation to 3 consecutive bills;
- (c) where you refuse to pay a refundable advance; or
- (d) where you are a new Customer in relation to us at your Supply Address and you refuse or fail to provide us with acceptable identification when required under this Energy Contract;

where we have also complied with all applicable pre-conditions required under the Energy Law.

The disconnection of Supply to your Supply Address will not prevent or limit any other action that we may be entitled to take on account of your breach of this Energy Contract.

13 RECONNECTION AFTER DISCONNECTION

Where disconnection of Supply to your Supply Address in accordance with clauses 12.2 or 12.3 has occurred, and you have either rectified the circumstances which gave rise to that disconnection within 10 business days of disconnection occurring or you have applied for a Utility Relief Grant in circumstances where you are eligible for such a grant, you may ask us to procure your Distributor to re-connect Supply to your Supply Address.

Following receipt of your request, and subject to you:

- (a) paying to us any charges applying in relation to the disconnection (in the case of gas only) and reconnection (in the case of gas and electricity); and
- (b) complying with any relevant requirements of the Energy Law,

we will procure your Distributor to reconnect Supply to your Supply Address in the manner and within the time periods agreed with you at that time or, if no time period is agreed, within the time period under the Energy Law.

14 VACATING A SUPPLY ADDRESS

14.1 You must give us notice if you intend to vacate your Supply Address

You must give us notice of the date on which you intend to vacate (or did in fact vacate) your Supply Address, together with a forwarding address for your final bill.

14.2 When will you cease to be responsible for the Energy consumed at your vacated Supply Address?

You will continue to be responsible to pay us for all Energy consumed at that Supply Address for which you had an Energy Contract with us up until either:

- (a) the end of the third business day after you give us notice under clause 14.1 or the date on which you vacate your Supply Address (whichever happens last); or
- (b) the occurrence of one of the events referred to in clause 14.3.

14.3 Your responsibility will end earlier if someone else is responsible or consumption stops

If:

- (a) we enter into a new Energy Contract with another Customer for the sale of Energy to your vacated Supply Address, your responsibility to pay us for that type of Energy consumed at that Supply Address will end when the other Customer's obligation to pay us for that Energy consumed at that Supply Address commences under that new Energy Contract;
- (b) another retailer becomes Responsible for your vacated Supply Address, your responsibility to pay us for that Energy consumed at that Supply Address will end when that other retailer becomes Responsible for that Supply Address; or
- (c) your vacated Supply Address is disconnected, your responsibility to pay us for the Energy consumed at that Supply Address will end when the disconnection of that Energy is complete.

14.4 Your liability does not end just because you vacate your Supply Address

- (a) You do not avoid your liability to us under this Energy Contract by vacating your Supply Address.
- (b) If you have an Energy Contract with us for another Supply Address, we may include in a bill for Energy consumed at that Supply Address the amount payable for Energy consumed at your vacated Supply Address.

15 OUR LIABILITY

15.1 Our liability is only limited to the extent permitted under the Energy Retail Code

- (a) The *Trade Practices Act 1974 (Cwth)* and the *Fair Trading Act 1999* and other similar laws imply certain conditions, warranties and rights into contracts with consumers that cannot be excluded or limited.
- (b) Unless we are prevented from doing so by one of these laws or an Energy Law, you agree that:

- (i) all statutory implied terms and conditions relating to the suitability of the Energy we sell to you or its quality, fitness for purpose or safety are excluded; and
 - (ii) we give no warranties or undertakings and we make no representations concerning the suitability of the Energy we sell to you or its quality, fitness for purpose or safety.
- (c) Any liability we have to you for breach of a condition, right, warranty or representation which is implied into this Energy Contract by one of the laws referred to in clause 15.1(a) but is not excluded by clause 15.1(b), will be limited to the maximum extent permitted (without rendering this clause 15.1(c) void) under that law or the Energy Law. In particular, our liability for breach of a condition, right, warranty or representation which is implied into this Energy Contract by one of these laws and is not excluded by clause 15.1(b), will (at our option) be limited to:
- (i) providing to you equivalent goods or services to those goods or services to which that breach relates; or
 - (ii) paying you the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

15.2 Our existing rights under Energy Law continue to apply

This clause 15 will apply in addition to (and will not vary or exclude the operation of) any exclusion from or limitation on liability we may be entitled to claim the benefit of:

- (a) for electricity, under an Electricity Law (including Section 78(1) of the National Electricity Law (Vic) 1997, Section 120 of the National Electricity Law (2005) and Section 117 of the Electricity Act); and
- (b) for gas, under a Gas Law (including sections 232 or 233 of the Gas Act and section 33 of the Gas Safety Act 1997 (Vic)).

15.3 Business customers must take certain precautions

If you are a business customer, you must take reasonable precautions to minimise the risk of loss or damage to your equipment, premises or business which may result from poor quality or reliability of the Energy Supply.

15.4 Force Majeure Event

- (a) If either you or we ('affected person') are unable to comply with any of our respective obligations under this Energy Contract due to the occurrence of a Force Majeure Event, then compliance with that obligation by the affected person will be suspended for as long as, and to the extent that, compliance with that obligation is affected by that Force Majeure Event.

- (b) The affected person must promptly notify the other person if clause 15.4(a) applies and provide details of the Force Majeure Event, the obligations that will be affected, an estimate of the likely extent and duration of that impact and the steps that the affected person is taking to remove, overcome or minimise that impact.
- (c) If the effects of a Force Majeure Event are widespread, we will be deemed to have given you the notice required by clause 15.4(b) if we make available the relevant information via our 24 hour telephone service within 30 minutes of becoming aware of the occurrence of the Force Majeure Event or otherwise as soon as practicable.
- (d) The affected person must use its best endeavours to remove, overcome or minimise the effects of a Force Majeure Event as quickly as possible but this will not require the affected person to settle any industrial dispute in any way it does not want to.

16 ACCESS TO SUPPLY ADDRESS

16.1 Subject to complying with any relevant requirements of the Energy Law, you must allow us, our agents and your Distributor safe, convenient and unhindered access to your Supply Address for the following purposes:

- (a) to read the relevant meters;
- (b) to inspect, repair, test or maintain the metering installation at your Supply Address;
- (c) to connect and disconnect supply; and
- (d) to otherwise assist us to comply with our obligations under this Energy Contract or the Energy Law.

You must advise us immediately if you become aware of any potential safety hazard at your Supply Address. You must provide us or our representative with any necessary protection against that hazard.

16.2 If you are not the owner of the Supply Address

If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Energy Contract. 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.

17 WRONGFUL USE AND ILLEGAL CONSUMPTION OF ENERGY

17.1 You must not wrongfully use Energy we sell to you

You must not:

- (a) use Energy supplied to your Supply Address otherwise than in accordance with the Energy Law; or
- (b) obtain a Supply of Energy either fraudulently or other than as permitted by the Energy Law.

17.2 What action can we take?

If you breach clause 17.1 we may take any one or more of the following actions:

- (a) estimate the amount of Energy which you have used but not paid for as a result of that breach;
- (b) calculate and recover from you the amount due to us for that Energy together with any costs incurred by us in investigating your breach, recovering that amount and repairing or replacing any of our equipment which is damaged as a result of your conduct; and/or
- (c) take action to disconnect Supply to your Supply Address.

18 INFORMATION WE NEED OR ARE REQUIRED TO PROVIDE

You must provide us with all information we can request you to provide under the Energy Law from time to time. In particular, you must:

- (a) provide us with your details and acceptable identification as soon as possible after you commence to take a Supply of Energy at your Supply Address; and
- (b) inform us as soon as possible if there is any change in responsibility for payment of our bill or your contact details or there is any change affecting access to the meters for your Supply Address.

You may request us to provide you with certain information or documents referred to in the Energy Retail Code. You can also inspect our Customer Charter and a copy of the Energy Retail Code free of charge from our website.

19 WHEN CAN THIS CONTRACT BE AMENDED OR TRANSFERRED?

19.1 We can vary your Energy Contract

We can amend your Energy Contract at any time by publishing a variation to our existing terms and conditions on our website and in accordance with the Energy Law. Any such variation must be approved by the Commission before it is published and will operate once that variation becomes effective under either section 49F of the Electricity Act or section 51F of the Gas Act as the case may be.

19.2 We can transfer your Energy Contract to another retailer

We may transfer or novate our rights and obligations under your Energy Contract for one or all types of Energy to another retailer at any time by notice to you if:

- (a) that novation or assignment forms part of the transfer of all or a substantial part of our retail business to that other retailer; or
- (b) you agree to that transfer or novation.

20 NOTICES

Unless the Energy Retail Code states that we must do otherwise, all notices, consents, documents or other communications given by us to you must be in writing and delivered by hand, by fax, by mail or e-mail, which may consist of a statement on your bill.

We may send notices to you at your Supply Address or, if different, the most recent address that we have for you. If a notice is sent by post, we may assume that you have received the notice on the second business day after it was sent. If a notice is sent by fax, we can assume that you received it at the time the transmission report records the notice was sent in its entirety to you. If a notice is sent by e-mail, we can assume that you received it at the time that it was sent by us.

21 PRIVACY AND CONFIDENTIALITY

21.1 How we use and disclose Personal Information about you

We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act and the Energy Law.

We need to collect the Personal Information under the Energy Law to Supply you with your energy needs, to administer this Energy Contract 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 the paragraphs 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.

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.

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 contract; and
 - (ii) complying with the Energy Retail Code and the Energy Law;
- (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.

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 the Energy Law. 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.

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.

This Energy Contract 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 Contract; 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.

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.

21.2 Access to information

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.

22 QUERIES AND COMPLAINTS

22.1 Your right to review

You may make a complaint to us about any decision we have made in relation to the sale and Supply of Energy to you at your Supply Address.

22.2 Complaints handling and dispute resolution procedure

Subject to anything to the contrary in this Energy Contract, when we receive a complaint from you, we will deal with your complaint in accordance with our Complaints Handling And Dispute Resolution Procedure, which is outlined below.

22.3 Outline of review process

(a) Telephone complaint

- (i) 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 the sale and Supply of Energy to you at your Supply Address.
- (ii) We will try to resolve your complaint through informal negotiations over the telephone.

(b) Written complaint

- (i) 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.
- (ii) 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.

(c) Referral to higher level

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.

(d) Referral of complaint to the Ombudsman

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

22.4 Detailed review process available

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

23 COMPLIANCE WITH LAWS

23.1 General Obligations

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

- (a) 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;
- (b) 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;
- (c) you must not re-supply gas and/or electricity supplied under this Energy Contract to any other person unless specifically agreed to by us in writing or unless permitted by the Energy Law;
- (d) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment; and
- (e) 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
- (f) you must use your gas and/or electricity in a safe and approved manner.

23.2 Protection and maintenance of your Supply

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) 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;
- (d) 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
- (e) 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.

24 INTERPRETATION AND OTHER GENERAL RULES

- (a) Subject to paragraph (b), a provision of, or a right created under, this Energy Contract may be waived in writing signed by the relevant party.
- (b) A party may choose not to exercise some or all of its rights, powers or remedies under this Energy Contract, but doing so does not mean it has waived those rights, powers and remedies.
- (c) Where this document contemplates you or us exercising a right or performing an obligation as permitted or required by or otherwise in accordance with or as set out in or contemplated by a term or condition of the Energy Retail Code, you or we must exercise that right or perform that obligation as if that term or condition of the Energy Retail Code were set out in your Energy Contract.
- (d) Clause 6.6, 7, 8, 9, 11.4, 14.4, 15, 17, 21 and 22 will survive the termination of this Energy Contract.
- (e) In this Energy Contract unless the contrary intention appears:
 - (i) a reference to this Energy Contract, an Energy Law or another instrument (or to a clause, section or provision of this Energy Contract, an Energy Law or another instrument) includes any amendment to them or any variation or replacement of them;
 - (ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;
 - (iii) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority, and includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - (iv) an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;

- (v) any term which is not defined in clause 25 but which is defined in the Energy Retail Code will have the meaning given by the Energy Retail Code when used in this Energy Contract;
 - (vi) mention of an example or use of the word 'includes' or 'including' will not limit the words that follow; and
 - (vii) if a period of time is specified and dates from a given day or the day of an act or event, that period of time is to be calculated exclusive of that day.
- (f) Headings in this Energy Contract are for convenience and will not affect the interpretation of this Energy Contract.

25 GLOSSARY OF TERMS

Capitalised words and phrases have the following meanings:

Additional Retail Charges will have the same meaning as is given to that term in the Energy Retail Code.

Billing Cycle means the billing period that applies to you under the Energy Law from time to time.

Complaints Handling And Dispute Resolution

Procedure means the procedure we have in place from time to time regarding any complaint you may make to us about your Energy Contract or the Supply of Energy to your Supply Address.

Consent means explicit informed consent as defined under our retail licences.

Customer means a Relevant Customer who buys or proposes to buy Energy from us.

Customer Charter means the document prepared by us including details of your and our rights and obligations under the Energy Law.

Deemed Contract means an Energy Contract that is deemed to apply between us and a Customer in relation to a Supply Address under either section 39 of the Electricity Act and/or section 46 of the Gas Act.

Distribution System means in relation to a Distributor, the system of electric lines and/or gas pipes and associated equipment (whichever is applicable) which that Distributor is licensed to use to distribute Energy.

Distributor means a person who is licensed to operate a Distribution System to which your Supply Address is or is intended to be connected. You should note that the same legal entity may be both your Distributor and retailer.

Domestic Customer means a customer who purchases energy principally for personal, household or domestic use at the relevant supply address.

Electricity Act means the *Electricity Industry Act 2000*.

Electricity Law means the Electricity Act, the regulations under the Electricity Act and each other law, statute,

regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale or the sale and Supply of electricity.

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.

Energy means gas, electricity or both gas and electricity (depending upon whether you are purchasing gas, electricity or both gas and electricity from us for your Supply Address).

Energy Contract means a contract for the sale of Energy by us to a Customer at a Supply Address arising from a Retailer Of Last Resort Obligation and in your case, that contract will comprise these terms and conditions (as amended from time to time in accordance with clause 20) and the category and rate of Standard Tariff applying to you from time to time.

Energy Law means the Gas Law and the Electricity Law.

Energy Retail Code means the code of that name issued by the Commission.

Force Majeure Event means an event outside the reasonable control of a retailer or a Customer (as the case may be).

Gas Act means the *Gas Industry Act 2001*.

Gas Law means the Gas Act, the regulations under the Gas Act the Gas Distribution System Code, the Retail Rules, the Market System and Operation Rules and each other law, statute, regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale or the sale and Supply of gas.

GST has the same meaning as given to that term in the GST Law.

GST Law means A New Tax System (*Goods and Services Tax*) Act 1999.

Last Resort Event in respect of a Retailer, means:

- (a) the Retailer's retail licence is suspended or revoked; or
- (b) the right of the Retailer to acquire electricity from the wholesale electricity market is suspended or terminated.

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

Relevant Customer will have the same meaning as is given to that term in the Energy Retail Code.

Responsible will have the same meaning as is given to that term in the Energy Retail Code.

Retailer Of Last Resort Obligation means an obligation arising from a Last Resort Event of another Retailer.

Small Customer means a Customer who consumes more than 160 megawatt hours of electricity or 5,000 gigajoules of gas in any given year.

Small Business Customer means a Small Customer who is not a Domestic Customer.

Standard Tariffs means the tariffs published by us from time to time under section 49E of the Electricity Act for electricity, or section 51E of the Gas Act for gas.

Standing Offer means an offer by us to Supply and sell Energy to a Domestic Customer at that Customer's Supply Address in accordance with our standard tariffs and the terms and conditions published by us from time to time under either section 35 of the Electricity Act and/or section 42 of the Gas Act as the case may be.

Standing Offer Contract means the contract which is created between us and a Domestic Customer when that Customer accepts our Standing Offer.

Supply, in relation to Energy, means the delivery of Energy and the provision of any related services which must, if provided by your Distributor, be provided under its regulated tariff.

Supply Address means the address at which we sell Energy to you under this Energy Contract and includes:

- (a) for electricity, the relevant market connection point or points (as that term is defined in the National Electricity Code) in respect of that address; and
- (b) for gas, the point where gas leaves the Distribution System before being Supplied to a Customer, whether or not it passes through facilities owned or operated by another person after that point and before being so Supplied.

Transfer will have the same meaning as is given to that term in the Energy Retail Code and Transferred will have a corresponding meaning.

Energy in
action.®

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

Arabic

هل تحتاج لمترجم؟ اتصل على الرقم أدناه:

Spanish

¿Necesita un intérprete? Llame al número indicado abajo.

Italian

Se vi serve un interprete, telefonate al seguente numero.

Greek

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

Croatian

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Vietnamese

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

Chinese

如果您需要傳譯員的幫助，請致電以下號碼。

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

AGL Sales Pty Limited ABN 88 090 538 337



CONSUMER

AGL Energy uses
Greenhouse Friendly™
ENVI Silk Carbon Neutral Paper

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