



# Things you should know

Market Contract Customer  
Effective 1 July 2019

This booklet contains all the details you need to know about being an AGL customer. It forms part of your contract with us. So please take a moment to look over this important information, and keep it in a safe place for future reference.

If you have any questions, you  
can call us any time on **131 245**  
(residential), **133 835** (business)  
or visit **[agl.com.au](https://www.agl.com.au)**

## Contents

Customer Charter	7
Product Disclosure Statement	11
General Terms	15
Privacy Policy (including Credit Reporting Policy)	45
Dispute Resolution Policy	55
Cancellation Notice	58



# Customer Charter

This charter outlines what you can expect as our customer. It's also a benchmark against which we measure our service to you.

## Here's what you can expect from us

### We're always here to help

You can speak to someone 24 hours a day, 7 days a week. We will answer your calls promptly and we also provide some self-service options by phone and online at [agl.com.au](http://agl.com.au). We will respond to written enquiries within 5 business days allowing for delivery and 2-3 days for online enquiries. If you have visual or hearing disabilities, let us know so we can give you assistance with account or billing enquiries. Also tell us if you have any life support or critical power requirements.

You are important to us. If we don't meet your expectations, we want to change that and bring about a speedy resolution. Refer to the Dispute Resolution Policy chapter for more information.

### You have a choice of Energy Plans

Your Energy Plan represents a contract with us. You can choose either a Market Contract or a Standard Retail Contract. A Market Contract offer will specify any special discounts and incentives, as well as outlining prices, fees and charges and may include an Early Termination Fee. Under a Market Contract, you may be offered an Energy Plan with either variable or fixed rates. Variable rates can change at any time during your Energy Plan, with written notice to you. Fixed rates will not change for the duration of your current Energy Plan Period. If you choose a Standard Retail Contract, the terms are subject to regulatory oversight and variations to prices are published on our website and in major newspapers. A 10 Business Day Cooling-off Period applies to both contract types. If you move into a property without contacting a Retailer to set up an account you will be deemed, under regulations, to have a contract with the current Retailer responsible for that property.

### We're your energy Retailer

As your energy Retailer, we are responsible for arranging the connection of electricity and/or gas to your property, sending you bills and looking after your energy needs. If you live in New South Wales, Queensland or South Australia, we are also responsible for appointing a Metering Service Provider to install and maintain your electricity Meter. We can also offer you a range of services, including access to tradespeople, energy efficiency advice and solar solutions. An energy Retailer is different to a Distributor. Your Distributor, who is independent of AGL, owns and is responsible for the electricity poles and wires, gas pipes and gas meters in your area (and electricity meters in Victoria). They're also responsible for distributing the energy to your property. Because of this, your Distributor will remain the same regardless of which Retailer you sign up with. Distributors are also responsible for performing many of the services you can request through your Retailer, including reading your Meter (if you have a non-digital Meter or if your premises is in Victoria), and restoring network faults. Go to [agl.com.au/distributors](http://agl.com.au/distributors) to check who your Distributor is. This information is also listed on your bill.

### Connecting your property and installing a new Meter

When you sign up for a new account with AGL at your current property, we need to read your Meter to establish your new AGL account. If there is no clear and safe access to the Meter, let us know so that we can make alternative arrangements to obtain the Meter Reading.

Where you need a new electricity or gas meter to be installed, we will work with your Distributor or Meter Service Provider to determine the availability of supply and get a new Meter installed.

### Your bills will be clear and easy to read

If you're a residential or small business customer, we will send you a bill at least every 3 months (2 months for Victorian gas customers). Alternatively,

we can agree to a different billing frequency with you, such as monthly billing.

Your bill will show how much energy you've used based on an actual Meter Reading whenever possible. When we cannot obtain an actual Meter Read, your bill will be based on an estimate of your energy usage. If there is no clear and safe access to the Meter, let us know so that we can look at alternative arrangements for your Meter Readings.

If your bill is higher or lower than expected, call us and we'll explore why. If we need to investigate further, we'll do so as quickly as possible. All fees will be clearly set out in your Energy Plan and clearly displayed on your bill. We'll let you know of any changes to these. In the unlikely event that you are overcharged, we'll let you know and make sure you are reimbursed. If we've undercharged you, subject to regulatory limitations, we may recover that amount from you with a reasonable payment plan that we will agree with you.

### **You have a choice of convenient ways to pay**

We offer a range of convenient bill payment methods including Direct Debit, BPAY and Paypal. All options are listed on the back of your bill. If you're a residential or small business customer, you also have the option of Bill Smoothing to help spread the cost of your energy bills across equal instalments.

### **If you are having difficulty paying, we can help**

We offer flexible payment options and energy efficiency advice to help you get back on track. If you are a residential customer experiencing ongoing financial difficulties, we have a range of support to assist you, including our Staying Connected program.

### **What happens if you don't pay a bill?**

If you don't pay your bill by the due date and haven't made alternative arrangements with us, we may, as a last resort, disconnect your energy supply. We will contact you beforehand, but request you please contact us if at any time you are unable to make payment.

### **Disconnecting and reconnecting your Meter**

Under certain circumstances, AGL reserves the right to disconnect your supply. These include if you don't allow us safe access to your Meter or Supply Address (and we have made all required efforts to contact you); if you have sourced energy illegally; if you are in breach of your energy contract or any Regulatory Requirements; or if you do not provide the acceptable identification required by your contract.

If you are a residential or small business customer and you have been disconnected, we will lodge a request for reconnection of your energy supply within 24 hours of your request once you have fixed the problems leading to your disconnection and have paid (or made arrangements to pay) any outstanding amounts.

### **We'll help make moving a little easier**

We understand that moving can be stressful and there's always so much to do. With AGL's Move-in Guarantee, you can enjoy peace of mind knowing the power will be on at your new home the day you move in. Simply visit [agl.com.au/move](http://agl.com.au/move) or call us on **131 245** any time, at least one business day before your scheduled move date to arrange connection. If you are in a regional area, please contact us at least 10 Business Days before your move. We may also need you to arrange safe and clear access to the electricity Meter to complete the connection. We'll keep you up to date on this process via SMS updates, and arrange for a final Meter Read and a bill for your former property to be sent to you. Eligibility criteria applies to the Move-in Guarantee, including the notice periods listed above and safe access to your electricity Meter. Customer credits for late connection are available. Visit our website or call us for more details.

In most instances, gas supply will not be disconnected, but please call us one business day in advance to arrange a final reading at your old property and provide us with your new address.

### **We can help you find ways to be more energy efficient**

We can offer a number of ways to help you manage your energy, including energy audits and energy efficiency tips. Call us or visit [agl.com.au/energyefficiency](https://www.agl.com.au/energyefficiency) to find out more.

### **Safe use of your energy**

Make sure that you use energy in a safe and legal manner. Do not tamper with or bypass the meter. Keep vegetation clear from power lines and ensure clear access to your meter. If you suspect a fault, call the faults number provided on your bill.



# Product Disclosure Statement

This section contains important information about your Energy Plan which you should read.

## Important information

### 1. Cooling-off Period

The contract between you and AGL set out in the General Terms is subject to a 10 Business Day Cooling-off Period from the date on which you receive your welcome pack containing the Product Disclosure Statement and General Terms. During this time you may give us written notice or call us on **131 245** to cancel the Market Contract and your Energy Plan for any reason without paying any applicable Early Termination Fee.

Details about your additional rights to cancel this Market Contract are set out in the information enclosed within this booklet.

### 2. Commencement of your Energy Plan

Entering into this Energy Plan constitutes your consent to AGL supplying your Energy.

Your Energy Plan and Market Contract begin on the day you accept the Offer, however the Supply Commencement Date under the General Terms will be:

- (a) the date specified in the Offer (if a date is specified); or
- (b) the later of:
  - (i) the expiry of the 10 Business Day Cooling-off Period; and either
  - (ii) the date we become the financially responsible retailer for electricity used at your Supply Address (which is usually your next available transfer Meter Reading date); or
  - (iii) the date we begin to supply electricity or gas to your Supply Address.

If you have recently moved into the Supply Address or have arranged a new connection service, the Supply Commencement Date is the date we become the financially responsible retailer for the Energy supplied to the Supply Address.

See the General Terms for further information.

### 3. The Term of your Energy Plan

There is no fixed term for your Market Contract with AGL set out in the General Terms and the documents incorporated by the General Terms.

Your current Energy Plan is subject to the terms of your Market Contract and operates for the Energy Plan Period as set out in the Offer.

At the end of your Energy Plan your Market Contract continues under the General Terms. Unless we notify you otherwise, you will receive all applicable discounts and account credits (subject to changes in your Energy Charges) on a new Energy Plan, which will operate for a further Energy Plan Period as set out in the Offer. This new Energy Plan will not include an Early Termination Fee.

#### 4. **Early Termination**

Following the expiry of the Cooling-off Period, you may cancel your Energy Plan by giving us at least 20 Business Days notice. If you are vacating your Supply Address, you may cancel your Energy Plan with 3 Business Days notice.

We may charge the applicable Early Termination Fee set out in the Offer. Early Termination Fees only apply during the first Energy Plan Period under your contract with AGL.

Early Termination Fees may be waived under AGL's Movers Guarantee and Fair Contracting Promise. See the General Terms for details.

#### 5. **Prices, Fees and Charges**

Your Energy Rates and Charges are set out in the Offer.

Fees such as dishonoured payment fees or payment processing fees, and other charges relating to your Meter or Supply Address may also apply under the General Terms.

A payment processing fee may apply when you pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card).

Other charges may consist of a pass through of amounts charged to us by your Distributor, the Meter Service Provider or other third parties in relation to services we arrange on your behalf. We will advise you of any such amounts at the time you make the relevant request.

See the Fee Schedule and General Terms for details on when these fees apply.

Unless your Offer indicates otherwise, your Energy Charges, including fees, may be varied at any time by AGL by giving you written notice in accordance with the General Terms and Regulatory Requirements. See the General Terms for further information.

#### 6. **Billing and Payment Arrangements**

We may agree with you to provide monthly energy bills or otherwise require that your bills are issued monthly in relation to particular Energy Plans. Subject to the Offer or any other monthly billing arrangements we have with you, your electricity bills will be issued quarterly and your gas bills bi-monthly (for Victoria) or quarterly (for all other states). Your bills will be sent to your nominated email address or postal address.

You may pay your bills by direct debit, BPAY®, cash or any other method listed on your bill or agreed by us.

#### 7. **Concessions and Rebates**

If you currently hold a Government concession card you may be eligible to receive a rebate on your energy bills. Please contact AGL to advise us of, or update, your concession details.

For further information about the concessions and rebates that may be available to you, please refer to [agl.com.au](http://agl.com.au) or contact AGL.

## 8. Electronic Transactions

If it is agreed that any requirement of your Energy Plan is to be met electronically, we will do so in accordance with your General Terms.

You will be recognised as having received the information and be bound by the transaction under the provisions relating to electronic transactions within the relevant legislation and your General Terms.

## 9. Service Standards

Our service to you will meet all Regulatory Requirements applicable in your State. The applicable service standard obligations are specified in the Regulatory Requirements or set out in your Energy Plan.

## 10. Dispute Resolution

You may call us on **131 245**, or write to us, to notify us of any complaint in relation to our marketing or supply of Energy to your Supply Address. We will endeavour to resolve your complaint as quickly as possible in accordance with the AGL Dispute Resolution Policy.

After attempting to resolve your complaint, if you are not satisfied with the outcome, you may contact the relevant Energy Ombudsman in your State using the following contact details:

Energy and Water Ombudsman NSW on 1800 246 545

Energy and Water Ombudsman Queensland on 1800 662 837

Energy Industry Ombudsman SA on 1800 665 565

Energy and Water Ombudsman Victoria on 1800 500 509

For more information, please refer to the AGL Dispute Resolution Policy, available at [agl.com.au](http://agl.com.au) or on request.



# General Terms

To help get the most from your energy, here's what we will do for you. And the things you need to do for us.

Effective 1 July 2019

## AGL Energy Plan General Terms

### Market Retail Contract General Terms for Small Customers Effective 1 July 2019

#### Terms

1.	Scope of this Market Contract	17
2.	When this Market Contract begins	18
3.	The duration of an Energy Plan	20
4.	The duration of this Market Contract	21
5.	Variation of this Market Contract	22
6.	Variations of Charges	22
7.	GST	24
8.	Billing and payments	24
9.	Discounts and rewards	27
10.	Disconnection	28
11.	Reconnection of your Supply Address	30
12.	Other obligations you have	30
13.	Our fair contracting promises	31
14.	Our obligations	32
15.	Our liability	33
16.	Information and privacy	34
17.	General	35
18.	Defined terms & interpretation	37

## 1. Scope of this Market Contract

### 1.1 Parties to this Market Contract

This Market Contract is made between:

- (a) AGL (also referred to as 'us', 'our' or 'we'); and
- (b) the customer identified in the Offer (referred to as 'you' or 'your').

### 1.2 Sale of Energy and Meter services

- (a) Under this Market Contract, AGL will sell you Energy and arrange Supply of Energy to the Supply Address from the Supply Commencement Date until the Energy Plan End Date (unless ended earlier), according to the terms of your current Energy Plan.
- (b) We will arrange a Meter Service Provider to provide, install, repair, replace, alter, maintain and remove your electricity Meter as required.

### 1.3 The Fees and Charges that you are required to pay

- (a) You agree to pay any amount, including any Charge that is set out (or the basis for the calculation of the amount is set out) in this Market Contract or your Energy Plan.
- (b) Subject to any discounts, rewards or other terms of your Energy Plan, you must pay AGL:
  - (i) the Usage Charges and Demand Charges (if applicable);
  - (ii) the supply charges;
  - (iii) charges from third parties, including your Distributor or Meter Service Provider that:
    - (A) relate to the sale and Supply of Energy at the Supply Address;
    - (B) AGL passes through to you;
    - (C) may include an administrative fee set by AGL; and
    - (D) AGL does not otherwise bill you for as a component of any other Charges.
  - (iv) any other charges that may apply to your account from time to time, including Greenpower™ charges and charges relating to Ancillary Products; and
  - (v) Fees referred to in the Fee Schedule associated with your Energy Plan or specified on AGL's website in relation to your area.
- (c) Amounts payable under clause 1.3(b) will be shown on your bill and may be consolidated with related amounts.
- (d) The charges referred to in clause 1.3(b)(iii) may be determined and varied from time to time by third parties. AGL will advise you of the applicable current charges and fees on request, including by publishing and directing you to a list on its website.

### 1.4 Eligibility for this Market Contract

- (a) This Market Contract only applies if:
  - (i) you are a Small Customer at the Supply Address or, if you are not a Small Customer, but AGL expressly offers and you accept an Energy Plan under this Market Contract;

- (ii) the Supply Address is directly connected to a Distribution System and is not part of an Exempt Seller Arrangement, unless the customer at the Supply Address is a child point in an Embedded Network and has chosen to enter into this Market Contract;
  - (iii) the Supply Address has its own Meter with a unique NMI, MIRN or DPI;
  - (iv) the Supply Address is not located in an Excluded Area;
  - (v) you have satisfied any credit checks required by us prior to entry into this Market Contract, subject to us complying with the relevant obligations under the Regulatory Requirements;
  - (vi) the Supply Address satisfies any eligibility criteria set out in the Offer, which may include whether you have a solar power system or a Digital Meter or Digital Meter Without Communications Meter.
- (b) AGL may, acting reasonably, end or vary this Market Contract to reflect your circumstances or the circumstances of the Supply Address by giving you written notice if:
- (i) the conditions listed in clause 1.4(a) are not satisfied or AGL becomes aware of a change in your ability to satisfy those conditions on a continuing basis; or
  - (ii) the information available to AGL on which the Offer was based, including about the distribution area, network tariff or Meter, were incorrect or are no longer correct.

## 1.5 Changes to Charges due to misquote or change in Meter

- (a) If the Offer was based on incorrect information or assumptions and:
- (i) as a result, any of the Rates or Charges set out in your Offer or applied to your Supply Address are incorrect; and
  - (ii) AGL does not choose to terminate this Market Contract under clause 1.4(b),
- AGL may provide you with written notice to advise you of the correct Charges that apply to your Energy Plan under this Market contract.
- (b) If AGL varies your Charges under this clause 1.5, you may terminate this Market Contract without paying any otherwise applicable Early Termination Fee.

## 1.6 One Energy Type per Market Contract

- (a) If you accept Offers made by AGL to Supply you with both gas and electricity at the Supply Address, then there are separate Market Contracts with these terms for each Energy Type.
- (b) Ending one Market Contract or Energy Plan between AGL and you does not terminate any other Market Contracts or Energy Plans for other Energy Types.

## 2. When this Market Contract begins

### 2.1 Cooling-off Period

- (a) This Market Contract has a Cooling-off Period of 10 Business Days starting on the day you receive the last of all the information we must give you under the Regulatory Requirements.
- (b) You can cancel this Market Contract before the end of the Cooling-off Period by giving us notice in writing or by telephone clearly indicating your wish to do so.

- (c) If you cancel this Market Contract during the Cooling-off Period, this Market Contract and the relevant Energy Plan have no effect subject to clause 2.1(d).
- (d) If you cancel this Market Contract under clause 2.1(b), but AGL is Responsible for Energy Supplied to the Supply Address (for example, where Supply to you begins because of a new connection arrangement or because you are a new occupant at the Supply Address), then from the Supply Commencement Date until you (or any other person) enter into another Energy contract with AGL or any other retailer, the terms of the Deemed Arrangement apply between you and AGL to the sale and Supply of Energy at the Supply Address.
- (e) If AGL has provided new connection services at your request and you cancel this Market Contract during the Cooling-off Period, AGL may still charge you the Connection Charge.

## 2.2 Commencement of sale and purchase

- (a) This Market Contract begins on the Acceptance Date.
- (b) AGL's obligation to sell you Energy under this Market Contract begins on the **'Supply Commencement Date'**, which is, subject to clause 2.2(c), the date on which all the following conditions are satisfied:
  - (i) you have provided all information required by AGL under clause 2.3(a);
  - (ii) the Cooling-off Period has expired; and
  - (iii) we become Responsible for Energy supplied to the Supply Address (if you are transferring from another retailer, this is the transfer date under clause 2.3(c)).
- (c) If you requested a new connection arrangement or you are a new occupant at the Supply Address, the Supply Commencement Date is, unless you and AGL agree to a different date, the later of the Acceptance Date and the date on which AGL becomes Responsible for Energy Supplied to the Supply Address.

## 2.3 Requirements for new accounts

- (a) On our request, you must provide:
  - (i) Acceptable Identification;
  - (ii) your contact details;
  - (iii) if applicable, the contact details of the property owner or rental agent;
  - (iv) consent to obtain and use your credit history information;
  - (v) information about gaining safe access to the Meter or other equipment at the Supply Address;
  - (vi) details of your eligibility for any concession.
- (b) AGL may also require from you:
  - (i) a Security Deposit, in accordance with clause 8.11;
  - (ii) payment for any debt owed by you to AGL for Energy Supplied to another supply address (other than a debt which is the subject of a genuine dispute or an existing payment arrangement with AGL).
- (c) If you are transferring to AGL from another retailer, the transfer will take place:
  - (i) at the next available Meter Reading (including a Special Meter Reading, which may be at your request) after the Cooling-off Period expires; or
  - (ii) if permitted by Regulatory Requirements, and you agree, when AGL has an estimated Meter Reading.

- (d) AGL may charge you either:
  - (i) the account establishment fee listed in the Fee Schedule, where it is necessary to arrange Reconnection or obtain a Special Meter Reading;
  - (ii) the Special Meter Reading fee listed in the Fee Schedule;
  - (iii) the contract administration fee listed in the Fee Schedule; or
  - (iv) the Digital Meter Without Communications fee listed in the Fee Schedule.
- (e) To facilitate AGL conducting New Meter Deployments at the Supply Address:
  - (i) you authorise us to undertake New Meter Deployments and waive your rights to opt out of having your existing Meter replaced during a New Meter Deployment; and
  - (ii) if you notify us at any time, but at least 30 days prior to a New Meter Deployment that you do not wish to waive these rights or participate in a New Meter Deployment, we will use our best endeavours to exclude you from our New Meter Deployments.
- (f) AGL may contact you as part of an audit to ensure that you have understood and agreed to this Market Contract.

## 2.4 Life Support Equipment

- (a) If a person living or intending to live at the Supply Address requires life support equipment (as defined under the Regulatory Requirements) you must:
  - (i) register the requirement for life support equipment with us or your Distributor; and
  - (ii) provide certification from a registered medical practitioner of the requirement for life support equipment at the Supply Address within 50 Business Days of registering the life support equipment in accordance with paragraph (a)(i).
- (b) Following registration of the life support equipment, we will provide you with advice and information as required under Regulatory Requirements to assist you in the event of an Interruption to your Energy Supply.
- (c) If certification from a registered medical practitioner is not provided in accordance with paragraph (a)(ii), your Supply Address may cease to be registered as requiring life support equipment.
- (d) You must tell us or your Distributor if the Registered Life Support Equipment is no longer required at the Supply Address.

## 3. The duration of an Energy Plan

### 3.1 The Energy Plan End Date

Your applicable Energy Plan End Date is determined by the Offer, after which, sale and Supply of Energy under this Market Contract continues in accordance with clause 3.2 until this Market Contract ends.

### 3.2 Consequences of expiry of an Energy Plan Period

- (a) Unless we provide you with notice under clause 3.2(b), from the date of the Energy Plan End Date your Energy Plan ends and the sale and Supply of Energy under this Market Contract continues under a new Energy Plan for a further Energy

Plan Period on the same terms (subject to variations in your applicable Rates) that applied immediately before the Energy Plan End Date.

- (b) If we notify you prior to the Energy Plan End Date, the sale and Supply of Energy under this Market Contract continues from the Energy Plan End Date under a new Energy Plan for a further Energy Plan Period on the terms specified in that notice.
- (c) No Early Termination Fee will be charged in relation to a new Energy Plan under this clause 3.2.

## 4. The duration of this Market Contract

### 4.1 Terminating this Market Contract

- (a) This Market Contract has no fixed term and will only end after the Acceptance Date on the earliest of:
  - (i) the date you and AGL agree to terminate it;
  - (ii) the effective date of termination under clause 1.4(b), 4.2 or 13;
  - (iii) AGL ceasing to be Responsible for the sale and Supply of the relevant Energy Type at the Supply Address under this Market Contract, including if AGL or another retailer becomes Responsible under another contract with you or any other person;
  - (iv) the date on which AGL can no longer sell you Energy due to a Last Resort Event;
  - (v) the date on which you no longer have a right to request Reconnection; or
  - (vi) in any other circumstances, 20 Business Days after the date on which notice of termination is given either by you or AGL.
- (b) Termination will not affect your or AGL's obligation to pay any amount due at the effective termination date, or any accrued rights or remedies that AGL or you may have under this Market Contract.

### 4.2 Moving out of your Supply Address

- (a) Where you intend to move out of the Supply Address, subject to the Regulatory Requirements and clause 4.2(b), this Market Contract will end on the later of:
  - (i) an agreed date, if you give AGL at least 3 Business Days prior notice; and
  - (ii) the date AGL obtains a Meter Reading.
- (b) If you move out of the Supply Address and as a result the Supply Address is Disconnected by the Distributor or Meter Service Provider, or AGL needs to obtain a Special Meter Reading, AGL may charge you the move-out fee listed in the Fee Schedule.

### 4.3 Early Termination Fees

- (a) Subject to the Regulatory Requirements and clauses 3.2(c), 4.4 and 13, AGL may charge you the fee set out in the Offer for ending this Market Contract before the Energy Plan End Date ('**Early Termination Fee**').
- (b) You will not be charged an Early Termination Fee for terminating this Market Contract after the initial Energy Plan End Date.

#### 4.4 Movers Guarantee

If you end this Energy Plan because you are moving to a new Supply Address, we will waive any applicable Early Termination Fee, if:

- (a) you accept any new Offer we make to you to sell you Energy at the new Supply Address; or
- (b) we cannot make a new Offer because we do not sell Energy in the new area.

### 5. Variation of this Market Contract

- (a) AGL may vary this Market Contract by providing written notice of the variation, which may consist of notice with a link to details of the variation on our website.
- (b) Unless expressly permitted by another clause in this Market Contract, we will give you 20 Business Days notice prior to any variation of this Market Contract taking effect.
- (c) Despite clause 5(b), AGL may by written notice to you immediately vary this Market Contract:
  - (i) to accommodate any change in any Regulatory Requirements or permitted by a Regulatory Requirement;
  - (ii) to make a change that you have requested or expressly consented to;
  - (iii) to make an administrative or typographical change; or
  - (iv) to make the terms of this Market Contract more favourable to you.
- (d) If you request a variation to this Market Contract:
  - (i) to add an Ancillary Product, then we will provide you with the Ancillary Product terms and conditions which will be incorporated into this Market Contract in accordance with those terms; or
  - (ii) to remove an Ancillary Product, then the Ancillary Product terms and conditions will cease to be incorporated into this Market Contract in accordance with those terms.

### 6. Variation of Charges

#### 6.1 Informing you of a variation of Charges

- (a) If we vary your Charges or introduce a new Charge under this clause 6, we will provide you with written notice of the variation in accordance with Regulatory Requirements and otherwise no later than your next bill after the variation takes effect.
- (b) If permitted by Regulatory Requirements, we may provide written notice to you for the purposes of clause 6.1(a) by publishing the notice in a newspaper or on our website and including a notice with a link to our website with your next bill after the variation.

#### 6.2 Variation of Charges

- (a) Subject to clause 6.3, AGL may vary your Charges or introduce a new Charge by providing you with notice in accordance with clause 6.1.

#### 6.3 Fixed Rate Energy Plans

If your Energy Plan Rates are fixed rates, AGL will not increase your Rates until the end of the relevant Energy Plan Period, except:

- (a) under clause 1.5 if your Meter type changes or if your Rates were applied based on incorrect information or assumptions;
- (b) if you request, and we agree to, a change to your Energy Plan or Rates; or
- (c) if it is required, or we are expressly permitted to do so by the Regulatory Requirements.

#### **6.4 Variation of Feed-in Tariff**

AGL may vary your Feed-in Tariff by providing you with written notice in accordance with clause 6.1 and any applicable electricity generation feed-in terms.

#### **6.5 Variation of applicable tariff category**

- (a) The continued application of the category of tariff that formed the basis of the Offer and Charges payable under this Energy Plan depends on:
  - (i) you continuing to satisfy conditions applying to that category of tariff;
  - (ii) the continued availability of the corresponding distribution tariff from your Distributor in relation to the Supply Address; and
  - (iii) the continued availability of the required or selected Meter type.
- (b) You must inform us if there is a change in:
  - (i) the nature of your Energy usage at the Supply Address;
  - (ii) the Meter installed at the Supply Address; or
  - (iii) any other circumstance which impacts on your ability to continue to satisfy conditions applying to your current category of tariff.
- (c) If we become aware of any change in:
  - (i) your ability to satisfy conditions applying to your current category of tariff (whether or not you inform us of such a change); or
  - (ii) the distribution tariff the Distributor applies in relation to the Supply Address; or
  - (iii) the Meter installed at the Supply Address (including where we arrange for a Digital Meter or a Digital Meter Without Communications to be installed at the Supply Address),we may transfer you to a different category of tariff from the time of that change, which may result in a variation to your Charges from that time. Where this results in you having been undercharged or overcharged on a bill clause 8.5 or 8.6 will apply.
- (d) We will notify you of any variation to your Charges under this clause 6.5 in accordance with clause 6.1, and you may elect to terminate this Energy Plan in accordance with clause 13.

#### **6.6 Availability of alternative tariffs**

Depending on the Meter configuration and availability at the Supply Address and the availability of alternative tariffs offered by your Distributor, we may offer different tariffs for the consumption of Energy at the Supply Address, including Feed-in Tariffs for electricity you generate at the Supply Address or consumption tariffs with a different rate for controlled load storage heating, hot water, or off-peak usage.

#### **6.7 Limitation on varying certain Charges**

- (a) We will not vary an Early Termination Fee so that the varied amount is greater than the amount set out in the Offer.

- (b) This clause 6.7 cannot be varied by us without your explicit informed consent to such variation.

## 7. GST

- (a) Where GST applies, if 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.
- (b) 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.
- (c) Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* will have the same meaning when used in this clause 7.
- (d) If any amount is expressed to be inclusive of GST, the GST inclusive price assumes a GST rate of 10%. If the rate of GST changes, the GST inclusive price will be adjusted to reflect that change.

## 8. Billing and payments

### 8.1 Format and timing of bills

- (a) If you have provided us with an email address, you agree that we may send a link to your bill by email to that email address, unless you request for us to send your bills to a postal address or we determine that your email address is not valid.
- (b) We will send bills in accordance with the billing period identified in the Offer, or, if there is no frequency set out in the Offer, in accordance with the minimum Regulatory Requirements. Whichever period applies is your **'Usual Billing Period'**.
- (c) By written notice to you, we may alter your Usual Billing Period as long as the new billing period is no longer than the maximum period permitted under the Regulatory Requirements.
- (d) If we provide goods or services in addition to selling Energy, those items will either 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 a payment, we will apply that payment to the Charges for Energy first and then to the additional goods or services.
- (e) If you receive paper bills, we may charge you the paper bill fee listed in the Fee Schedule.

### 8.2 Calculation of bills

- (a) Where permitted by the Regulatory Requirements, including where you and we agree, we may base your bill on:
  - (i) an estimate; or
  - (ii) if you do not have a Digital Meter, your valid reading of the relevant Meter, otherwise your bill will be based on a Meter Reading.

- (b) If we obtain a Meter Reading after we have used an estimate, we will make any necessary adjustment to your next bill.
- (c) If, at your request, we obtain a Special Meter Reading, we may charge you the Special Meter Reading fee listed in the Fee Schedule.
- (d) If your Charges change during a billing period (including as a result of any change in the applicable category of tariff), we will calculate the amount payable by you for Energy Supplied to the Supply Address during that billing period using both the previous and new (as varied) Charges on a pro-rata basis in accordance with the Regulatory Requirements.
- (e) If your bill covers a period other than your Usual Billing Period, where necessary we will adjust any Charges on a pro-rata basis in accordance with the Regulatory Requirements.
- (f) We may include in a bill relating to the Supply Address any amount payable to us for the sale and Supply of Energy by us to you at a Supply Address you have vacated.

### **8.3 Review of bills**

- (a) At your request, we will review your bill in accordance with our complaints and dispute resolution procedure, provided you agree to pay any undisputed amount.
- (b) We may review your bills of our own accord.
- (c) If our review under 8.3(a) or 8.3(b) shows a bill to be:
  - (i) correct, you must pay the amount of the bill in full or request a Meter test under clause 8.4; or
  - (ii) incorrect (including where we have failed to bill any amount to you), then clause 8.5 or 8.6 will apply.

### **8.4 Meter testing**

- (a) If after the completion of the bill review process in clause 8.3 you require your Meter to be tested, we will arrange for the Distributor or a Meter Service Provider to do so. You must pay us in advance the applicable Meter inspection fee or Meter testing fee specified at the time. We will give you a copy of the test results if the Distributor or Meter Service Provider does not.
- (b) If the Meter is accurate, you must pay the amount outstanding under your bill.
- (c) If the Meter is faulty or incorrect, we will reimburse any fee you are charged under clause 8.4(a), and clause 8.5 or 8.6 will apply.

### **8.5 Overcharging**

If you were overcharged as a result of your Distributor's, the Meter Service Provider's or our error, we will inform you of the overcharging and repay you the overcharged amount in accordance with the Regulatory Requirements. We will not pay you interest on any overcharged amount.

### **8.6 Undercharging**

- (a) If you were undercharged (including a failure to charge you any amount), we will recover the amount undercharged in accordance with the fees and charges set out in this Market Contract, the Energy Plan and the Regulatory Requirements.
- (b) We will list any undercharged amount as a separate item in a special bill or in your next bill, together with an explanation of the amount.

- (c) We will offer you the option of paying the undercharged amount in instalments.
- (d) You will not be charged interest on any undercharged amount.

## 8.7 Payments

- (a) The available methods of paying each bill are as set out in the Offer, on the back of each bill or as agreed from time to time.
- (b) You must pay your bills in full by the Due Date.
- (c) If you do not pay a bill in full or make other acceptable arrangements with us by the Due Date, we may do any one or more of the following:
  - (i) charge you a late payment fee listed in the Fee Schedule;
  - (ii) charge you daily interest on amounts not paid by the Due Date, in accordance with the Regulatory Requirements, until the overdue amount is paid in full;
  - (iii) refer your bill for collection by a debt collection agency in accordance with clause 8.12; or
  - (iv) begin the process for Disconnection in accordance with clause 10.1.
- (d) We will accept payment in advance.
- (e) If you pay a bill by cheque, direct debit or credit card and the payment is dishonoured or reversed by your bank, we may charge you the dishonoured payment fee listed in the Fee Schedule.
- (f) If you pay a bill using a payment method that results in us incurring:
  - (i) a merchant services fee (including payment by credit card), we may charge you the payment processing fee listed in the Fee Schedule; or
  - (ii) a fee payable to our agent for them to accept or process your payment on our behalf, we may charge you the transaction fee listed in the Fee Schedule.

## 8.8 Concessions

Discounts and rebates for eligible concessions may apply under this Energy Plan. On request we will provide, free of charge, information on any relevant concessions, rebates or grants that are available and their eligibility requirements.

## 8.9 If you have trouble paying

- (a) You must tell us if you are having trouble paying your bill or if you need payment assistance.
- (b) We will give you the payment assistance we are required to under the Regulatory Requirements, including providing you with information about relevant:
  - (i) government funded energy charge rebate schemes, concession schemes or relief schemes; or
  - (ii) instalment plans we offer, that allow you to pay amounts you owe us by making regular payments over an agreed time period.
- (c) Additional assistance may be available to you under our Customer Hardship Policy and the Regulatory Requirements if you are a customer having payment trouble due to hardship. A copy of our Customer Hardship Policy is available at **agl.com.au** or on request.

## 8.10 Direct Debit and Bill Smoothing

- (a) You may elect to automatically pay your Energy bills by direct debit from an account you nominate.
- (b) If eligible, you may elect to spread the estimated total cost of your annual Energy bills across equal fortnightly or monthly instalments (**'Bill Smoothing'**) drawn automatically from an account you nominate.
- (c) If you are a Small Business Customer, we will consider any reasonable request that you make for Bill Smoothing. If we and you agree to enter into a Bill Smoothing payment plan, we may charge a fee to recover our administration costs, which we will advise you of at the time.
- (d) We will perform our obligations under any direct debit arrangement you enter into with us in accordance with the Regulatory Requirements, including that we will not alter the amount or the frequency of your direct debit payments without your explicit informed consent, except where you have previously agreed we may do so.
- (e) We will perform our obligations under any Bill Smoothing arrangement you enter into with us in accordance with the Regulatory Requirements.

## 8.11 Security Deposits

We may ask you, in accordance with the Regulatory Requirements, to provide a Security Deposit.

## 8.12 Debt collection procedures

- (a) If you are a Small Residential Customer, we will only commence legal proceedings against you for amounts not paid by the Due Date (including referring the non-payment to a mercantile or debt collection agent) if we have first complied with our obligations under clause 8.9(b).
- (b) We may charge you our direct and indirect costs associated with collecting your debt (including legal fees, or fees or commissions we pay to a mercantile or debt collection agent), which we will advise you at the time.
- (c) If you have more than one account with us, we may transfer debts accrued in one of your accounts to another of your accounts.
- (d) We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission under the *Competition and Consumer Act 2010*.

# 9. Discounts and rewards

## 9.1 Discount and reward general terms

- (a) Your Energy Plan may include discounts and rewards, the terms of which are set out in the Offer.
- (b) The terms of your Energy Plan, the Offer and the documentation you are provided with will set out the method by which the discounts are calculated and the relevant Fees and/or Charges to which the discounts will be applied.
- (c) If there is any inconsistency between the discount stated in this Market Contract and any other document, the order of precedence set out in clause 18.2(l) applies.
- (d) Discounts and rewards are not transferable to third parties, other bills or other accounts.

- (e) Discounts do not apply to any opening balances, adjustments or Feed-in Tariffs on your bill unless otherwise stated.

## 9.2 Pay On Time Discount

- (a) If we specify that a Pay On Time Discount is part of your Energy Plan then, subject to this clause 9, for the duration of your eligible Energy Plan:
  - (i) if you pay the amount owing less the stated value of the Pay On Time Discount on or before the Due Date:
    - (A) you will be deemed to have paid that bill in full;
    - (B) the Pay On Time Discount will be calculated using the relevant Charges from that bill and appear as a credit on your next bill.
  - (ii) if you pay the amount owing less the stated value of the Pay On Time Discount after the Due Date, you will not have paid in full and the value of the Pay On Time Discount will be carried forward to your next bill as an amount owing to us.
  - (iii) if you have a direct debit arrangement with us:
    - (A) your bill will show the total amount due less the Pay On Time Discount;
    - (B) we will debit this amount as payment of the total amount due, in accordance with your direct debit arrangement terms and conditions.
  - (iv) if you have a Bill Smoothing arrangement with us, you will receive a Pay On Time Discount in relation to a bill if you pay all agreed instalment amounts relating to that bill in full on or before the Due Dates.
- (b) If a payment is dishonoured for any reason, then you may not be eligible to receive the Pay On Time Discount in relation to that bill.

## 9.3 Conditional discounts and rewards applied when a bill is issued

- (a) If we specify in your Offer that a conditional discount or reward, such as a "Direct Debit" discount or reward or a "Double Up" discount or reward, applies to your Energy Plan, then subject to this clause 9, for the Energy Plan Period:
  - (i) if you meet the requirements of that discount or reward (for example, having an active Direct Debit arrangement or having active Energy Plans for both Energy Types) at the time a bill is issued under your Energy Plan, we will apply that discount or reward to that bill;
  - (ii) if you do not, or you have ceased to, meet the requirements of that discount or reward at the time a bill is issued, or if the reward is a "once off" reward and you have already received it, we will not apply the discount or reward;
  - (iii) these discounts and rewards only apply to the Energy Plan under this Market Contract and if you have another Energy Plan, its discounts and rewards (if any) will be determined by its relevant Offer.

## 10. Disconnection

### 10.1 Disconnection of the Supply Address

- (a) If permitted under Regulatory Requirements, we may ask your Distributor or Meter Service Provider to disconnect the Supply of Energy to the Supply Address ('**Disconnection**') if:

- (i) you ask us to;
  - (ii) your Distributor makes a valid request to us;
  - (iii) you fail to pay a bill by the Due Date;
  - (iv) you do not adhere to the terms of any payment plan under clause 8.9(b)(ii);
  - (v) due to your acts or omissions we, the Distributor or the Meter Service Provider cannot safely access the Meter at the Supply Address where access is required, including to Read, test, check, inspect, maintain, repair, alter, replace or remove the Meter;
  - (vi) you obstruct an authorised person in relation to any act, matter or thing done or to be done in carrying out any function under this Energy Plan;
  - (vii) you obtain Energy from us or the Distribution System illegally, or otherwise than in accordance with the Regulatory Requirements;
  - (viii) you refuse to pay, or do not pay the full amount of a Security Deposit we require in accordance with clause 8.11; or
  - (ix) you are a new customer in relation to us at the Supply Address and you fail to provide us with Acceptable Identification we require.
- (b) Disconnection of the Supply Address will not prevent or limit any other action that we may be entitled to take regarding any breach by you of this Market Contract.

## 10.2 Disconnection or Call-out Fee

- (a) Where we have arranged Disconnection we may charge you the disconnection fee listed in the Fee Schedule.
- (b) If we, or the Distributor or Meter Service Provider have been called out to perform a Disconnection and the reason for us requiring Disconnection has been remedied after that call out but before Disconnection occurs, we may charge you the call-out fee listed in the Fee Schedule.

## 10.3 Restrictions on Disconnection

We will not arrange Disconnection otherwise than in accordance with the Regulatory Requirements. In particular we will not arrange Disconnection of Energy:

- (a) while an application you have made for any available government rebate or grant, or instalment plan we offer, has not been determined;
- (b) while any complaint you have made to us or an ombudsman (or other external dispute resolution body) that directly relates to the reason for Disconnection remains unresolved;
- (c) if you are a Small Residential Customer, for non-payment of a bill or non-adherence to the terms of any payment plan, unless we have made available any payment assistance required under Regulatory Requirements;
- (d) on a Friday, Saturday or Sunday;
- (e) on a day prior to or on a public holiday;
- (f) during the period 20 December to 31 December inclusive ('**Protected Period**'), in any year;
- (g) on any day other than a day in the Protected Period before 8am or after 3pm, unless you are a Small Residential Customer and your premises is located in Victoria, in which case on any day other than a day in the Protected Period your premises may not be disconnected before 8am or after 2pm; or

- (h) while any Registered Life Support Equipment at the Supply Address remains registered with us or your Distributor.

## 11. Reconnection of your Supply Address

- (a) Where the Supply Address has been Disconnected for a reason in clause 10.1 (other than at your request), if within 10 Business Days of Disconnection you have remedied the reason for us arranging Disconnection, you have the right to ask that we arrange the Distributor or Meter Service Provider to reconnect the Supply of Energy to the Supply Address (**Reconnection**).
- (b) We will arrange Reconnection if you comply with all conditions that we are entitled to require of you under this Energy Plan or the Regulatory Requirements before arranging Reconnection.
- (c) If you ask us to arrange Reconnection, we may charge you the reconnection fee listed in the Fee Schedule.
- (d) We may charge you the after-hours reconnection fee listed in the Fee Schedule if remote Reconnection is not possible and you ask us to arrange for same day Reconnection:
  - (i) between the hours of 3pm to 9pm on a Business Day; or
  - (ii) if the Supply Address is in South Australia and the Energy is electricity, between the hours of 4pm to 9pm on a Business Day.

## 12. Other obligations you have

### 12.1 General obligations

You must:

- (a) if you breach this Energy Plan or the Regulatory Requirements, pay us any costs we incur as a result of that breach;
- (b) ensure that:
  - (i) your name and the Supply Address are correctly set out in the Offer;
  - (ii) the contact details you have provided to us, including the postal address or email address at which you will receive your bills or notices, are correct; and
  - (iii) inform us if there is any change to information you have previously given us, including information about safe access to your Meter and changes to any Registered Life Support Equipment at the Supply Address;
- (c) tell us if you enter into an agreement with any third party to receive payment or other consideration in return for you entering into a load management arrangement, or reducing or suspending your consumption of Energy at the Supply Address;
- (d) comply at your own cost with the Regulatory Requirements that apply to you, the Supply Address or the purchase of Energy by you for the Supply Address; and
- (e) give us reasonable assistance and co-operation when we ask you, to allow us to comply with the Regulatory Requirements that apply to us.

### 12.2 Unauthorised access to Energy

- (a) If you obtain Energy from us or the Distribution System illegally, or otherwise than in accordance with the Regulatory Requirements, clause 8.9 does not apply, and we may:
  - (i) arrange Disconnection;

- (ii) estimate and issue you a bill for the quantity of Energy Supplied to the Supply Address for which we have not billed you; and
  - (iii) take debt recovery action for any amounts you have not previously been billed (including as estimated by us), any unpaid amounts, and unless prohibited by the Regulatory Requirements, interest on the unpaid amounts, Disconnection costs and reasonable investigation and legal costs.
- (b) If your actions result in damage to assets belonging to us, the Distributor or Meter Service Provider, we may recover from you the cost of repair or replacement of that asset together with any related costs incurred by us (for example, reasonable investigation and legal costs), including Distributor and Meter Service Provider charges.

### 12.3 Access to the Supply Address

You must give us, any of our contractors, the Distributor and the Meter Service Provider, safe, convenient and unhindered access to the Supply Address for purposes related to the sale and Supply of Energy, including to:

- (a) Read, install, inspect, test, repair, maintain, exchange, alter, replace or remove the Meter;
- (b) connect, disconnect or reconnect the Supply of Energy to the Supply Address.

### 12.4 Protection and maintenance of Energy Supply

To enable us to provide you with a safe and reliable Energy Supply, you must:

- (a) keep the gas or electrical installation at the Supply Address in good condition, free from damage and interference;
- (b) only permit an accredited service provider to perform work on a gas or electrical installation; and
- (c) subject to clause 12.4(b), not interfere with the Distribution System, or tamper with or bypass the Meter at the Supply Address, or permit another person to do so.

### 12.5 If you are not the owner of the Supply Address

If you are not the owner of the Supply Address, we may require you to arrange for the owner of the Supply Address to fulfil some of your obligations under this Market Contract on your behalf.

## 13. Our fair contracting promises

If we vary your Rates otherwise than in accordance with our published Standard Retail Contract Rates, or if we vary this Market Contract, then you may end this Market Contract by giving us notice (including the reason why) during the 20 Business Day period after you receive our relevant variation notice or relevant bill, and if you do so:

- (a) the relevant variation is of no effect and does not form part of this Market Contract, unless the Regulatory Requirements require it;
- (b) this Market Contract will end on the date we receive your notice;
- (c) we will waive any applicable Early Termination Fee; and
- (d) from the date this Market Contract ends until you or any other person enter into another Energy contract with us

or any other retailer at the Supply Address, the terms of the Deemed Arrangement apply between you and us to the sale and Supply of Energy.

## 14. Our obligations

### 14.1 New connections and Meter replacements

- (a) At your request or where applicable under the Regulatory Requirements, AGL will request a Meter Service Provider to:
  - (i) install a Meter and connect the Supply Address to the Distribution System; or
  - (ii) replace a Meter at the Supply Address.
- (b) The arrangements under clause 14.1(a)(i) will commence once AGL has all the necessary information to make the arrangement, and AGL may charge you the Connection Charge and the Meter removal fee listed in the Fee Schedule.
- (c) A Digital Meter will be installed under clause 14.1(a) unless the Supply Address is in a state other than Victoria and one or more of the following applies:
  - (i) there is no existing telecommunications network which enables remote access at the Supply Address; or
  - (ii) you indicate to us or the Meter Service Provider prior to installation that you do not wish a Digital Meter to be installed at the Supply Address, in which case, a Digital Meter Without Communications will be installed.
- (d) If a Digital Meter Without Communications is installed under clause 14.1(c)(ii), or at your request at any time, all required Meter Readings will attract the Meter Reading fee.

### 14.2 Supply standards and Interruptions

- (a) As your retailer we do not control or operate the Distribution System, and we cannot control the quality, frequency or continuity of Energy Supply to the Supply Address.
- (b) Our obligations in relation to the quality of Energy Supply are limited to the extent that the Distribution System or the quality of Energy Supply is adversely affected by your actions or equipment.
- (c) We may need to Interrupt your electricity supply, including:
  - (i) to install, test, repair, maintain, exchange, alter, replace or remove your electricity Meter;
  - (ii) in an emergency;
  - (iii) for health and safety reasons; or
  - (iv) due to any circumstances beyond our reasonable control or where otherwise permitted under the Regulatory Requirements.
- (d) Where we need to Interrupt your electricity supply, we will:
  - (i) give you at least 4 Business Days notice (except in the case of an emergency);
  - (ii) specify the expected date, time and duration of the Interruption;
  - (iii) provide a 24 hour telephone number for any questions you might have; and
  - (iv) if there is Registered Life Support Equipment at the Supply Address, provide you an emergency telephone number.
- (e) Your Distributor may also need to Interrupt your Energy Supply. Where this occurs:

- (i) your Distributor is responsible for providing you notice in accordance with the Regulatory Requirements; and
- (ii) to the extent permitted by law, you agree that we are not liable for such Interruption of the Energy Supply.

## 15. Our liability

- (a) To the extent that we have title in Energy sold by us to you, title and risk in all Energy sold by us to you will pass to you at the time it leaves the Distribution System and enters the relevant system that services the Supply Address.
- (b) To the extent permitted by law 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 Market Contract, its quality, fitness or safety, other than those set out in this Market Contract.
- (c) To the extent permitted by law our liability for breach of implied conditions, warranties or undertakings is (at our option) limited to:
  - (i) providing equivalent goods or services provided under this Market Contract to the Supply Address; or
  - (ii) paying you the cost of replacing the goods or services, or acquiring equivalent goods or services, provided under this Market Contract to you or the Supply Address.
- (d) This clause 15 applies in addition to and does not affect the operation of any limitation on liability either party may be entitled to claim the benefit of under the Regulatory Requirements.
- (e) To the extent that the Regulatory Requirements allow, we are not liable for any loss or damage you suffer because:
  - (i) there is a failure in the Energy Supply or a defect in the Energy Supplied to the Supply Address; or
  - (ii) some characteristic of the Energy made it unsuitable for some purpose.
- (f) You must indemnify us against injury, loss or damage suffered by a third party in connection with your use of Energy and claimed against us, to the extent that the injury, loss or damage is caused, or contributed to, by your negligence or your breach of this Market Contract.
- (g) You must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of yours which may result from poor quality or reliability of Energy Supply.
- (h) Nothing in this Market Contract varies or excludes the operation of:
  - (i) section 117 of the *Electricity Industry Act 2000* (Vic), sections 232 and 233 of the *Gas Industry Act 2001* (Vic) or section 33 of the *Gas Safety Act 1997* (Vic);
  - (ii) sections 97 and 97A of the *Electricity Act 1994* (Qld), sections 315 and 316 of the *Gas Supply Act 2003* (Qld), section 856 of the *Petroleum and Gas (Production and Safety) Act 2004* (Qld); or
  - (iii) sections 78 and 120 of the *National Electricity Law*.

## 16. Information and privacy

### 16.1 Collection, use and disclosure of Personal Information

We collect, use and disclose your Personal Information in accordance with our Privacy Policy (including Credit Reporting Policy) which is included on page 45 of these terms and is also available at **agl.com.au** or on request.

### 16.2 Access to information

- (a) We will provide you with a copy of our customer charter, which summarises your and our rights and obligations under the Regulatory Requirements, as soon as practicable after you enter into this Market Contract and at any other time upon your request. You can inspect our customer charter at **agl.com.au**
- (b) To the extent we are required to do so by the Regulatory Requirements, on request we will provide you with information about:
  - (i) all or any part of the terms of this Market Contract, including giving you a copy or referring you to our website at **agl.com.au**;
  - (ii) your historical billing data for the Supply Address if available;
  - (iii) efficient Energy consumption;
  - (iv) your eligibility for concessions, rebates or grants that may be available;
  - (v) the current status of your bill or account; and
  - (vi) Meter Readings and Meter registrations connected with your bill; and
  - (vii) any Interruptions to your Energy Supply planned by us.
- (c) Unless we are required to give you a document or the information in clause 16.2(b) free of charge under the Regulatory Requirements, we may charge a fee to cover our administration costs which we will advise you of at the time of your request.

### 16.3 Meter Data

- (a) Meter Service Providers must receive and securely maintain data collected from Meters under the Regulatory Requirements. As your retailer, you authorise us to access your Meter Data and to obtain Meter Data relating to your current and previous energy accounts from third parties as your Authorised Representative. We will not use your authorisation to obtain Meter Data from third parties in a manner that causes you to incur additional fees without your prior consent.
- (b) You can request access to your Meter Data from us yourself or through your Authorised Representative by submitting a request at **agl.com.au** We may ask you or your Authorised Representative to provide verification information including Acceptable Identification and proof of consent.
- (c) We will endeavour to provide you or your Authorised Representative access to your Meter Data within 10 Business Days of us receiving the complete verification information required, unless your Authorised Representative makes a request on behalf of multiple customers, in which case a reasonable timeframe for provision of Meter Data will be agreed on request.

- (d) We may provide the information requested in clause 16.3(b) subject to a reasonable charge where:
  - (i) more than 4 applications are made in any 12 month period;
  - (ii) information is requested in a different manner or form from that specified in the Regulatory Requirements; or
  - (iii) your Authorised Representative requests the information on behalf of more than one customer.

## 17. General

### 17.1 Regulatory Requirements

- (a) This Market Contract complies with the Regulatory Requirements.
- (b) Where permitted by the Regulatory Requirements, if a term or condition of this Market Contract is inconsistent with a Regulatory Requirement, the term or condition will prevail to the extent allowed.
- (c) If:
  - (i) any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this Market Contract; or
  - (ii) any term or condition of this Market Contract is rendered void for inconsistency with a Regulatory Requirement, the relevant Regulatory Requirement is incorporated into this Market Contract in whole or in part as required.

### 17.2 Notices

- (a) Except where a particular method of communication is specified in this Market Contract or required under the Regulatory Requirements, any communication between us and you under this Market Contract may be in person, in writing, by telephone or by Electronic Means.
- (b) Any communication under this Market Contract or the Regulatory Requirements required to be in writing may be made by mail, facsimile or Electronic Means.
- (c) Any communication may be made by Electronic Means unless you request us to send communications to a postal address or we determine that Electronic Means is not possible.
- (d) Any written communication by a party is deemed to have been received:
  - (i) if sent by mail, two Business Days after the date of sending; or
  - (ii) if sent by facsimile or Electronic Means, on the earlier of:
    - (A) receipt of delivery confirmation; or
    - (B) the day of transmission, unless otherwise notified that delivery of the communication was unsuccessful or delayed.
- (e) Where any communication under this Market Contract is required to be in writing, if you and we agree, the communication may be made in a form other than writing, unless we are prohibited from doing so by the Regulatory Requirements.

### 17.3 Complaint handling and dispute resolution

- (a) If you have a query or complaint, you may contact us in writing or by telephone.

- (b) We will address any complaints in accordance with our complaints handling and dispute resolution procedure, which can be located at [agl.com.au](http://agl.com.au), or is available on request.
- (c) We will inform you of the outcome of your complaint. If you are not satisfied with our response to your complaint, you may refer your complaint to the Energy ombudsman in the State in which your Supply Address is located.

#### 17.4 Waiver

Except as otherwise provided in this Market Contract, a right created under this Market Contract may only be waived in writing signed by the party granting the waiver.

#### 17.5 Applicable law

This Market Contract is governed by the laws in force in the State in which your Supply Address is located. Each party submits to the non-exclusive jurisdiction of the courts in that State.

#### 17.6 Transfer of your Market Contract

- (a) We may transfer or novate our rights and obligations under this Market Contract to another retailer at any time:
  - (i) by notice to you, if:
    - (A) that retailer is a related body corporate of AGL; or
    - (B) that novation or assignment forms part of the transfer of all or a substantial part of our retail business to that other retailer; or
  - (ii) if you agree to that transfer or novation.
- (b) Unless we otherwise agree, you cannot transfer or novate your rights and obligations under your Market Contract to any third party.

#### 17.7 Last Resort Events

If we can no longer sell you Energy due to a Last Resort Event, then:

- (a) you must transfer, or will otherwise be transferred, to another retailer;
- (b) we are not entitled to any compensation or payment from you, including any costs we incur, in relation to such transfer; and
- (c) Personal Information about you will be given to other parties in accordance with the Regulatory Requirements in order to facilitate such transfer.

#### 17.8 Force Majeure Event

- (a) If an event outside our or your reasonable control (**Force Majeure Event**) prevents a party from complying with any of its obligations under this Market Contract, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money).
- (b) The party affected by the Force Majeure Event must use its best endeavours to:
  - (i) give the other party prompt notice of, and full details about, the Force Majeure Event; and
  - (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).

- (c) The party affected by the Force Majeure Event must advise the other party about:
  - (i) the likely duration of that event;
  - (ii) the obligations affected by that event;
  - (iii) the extent to which those obligations will be affected; and
  - (iv) the steps that will be taken to minimise, overcome or remove those effects.
- (d) For the purposes of clauses 17.8(b)(i) and 17.8(c), 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.

## 17.9 Survival

Clauses 1.1, 1.3, 3.1, 3.2, 4.1, 4.2, 4.3, 5, 6, 8, 10, 12, 13, 14, 15, 16, 17 and 18 survive the termination or expiry of this Market Contract.

## 18. Defined terms & interpretation

### 18.1 Defined terms

In this Market Contract:

**Acceptable Identification** includes:

- (a) where you are a Small Residential Customer, 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; or
  - (iii) a birth certificate;
- (b) where you are a Small Business Customer that is a sole trader or partnership, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or
- (c) where you are a body corporate, the body corporate Australian Company Number or Australian Business Number.

**Acceptance Date** means, provided that it is before 5pm on the Offer expiry date set out in the Offer (if any), the date you:

- (a) sign the Offer in front of one of our marketing representatives;
- (b) call us to record your acceptance;
- (c) return the signed Offer to us; or
- (d) indicate your acceptance by any other method.

**AGL** means, if your Supply Address is located in:

- (a) Victoria, Queensland or Tweed Supply Area: AGL Sales Pty Limited (ABN 88 090 538 337) of Level 24, 200 George Street, Sydney, NSW 2000;
- (b) South Australia: AGL South Australia Pty Limited (ABN 49 091 105 092) of Level 24, 200 George Street, Sydney, NSW 2000;
- (c) New South Wales and the relevant Energy Type is:
  - (i) electricity, AGL Sales Pty Limited (ABN 88 090 538 337) of Level 24, 200 George Street, Sydney, NSW 2000; or
  - (ii) gas, AGL Retail Energy Limited (ABN 21 074 839 464) of Level 24, 200 George Street, Sydney, NSW 2000.

**Ancillary Product** means a product or service that we may offer from time to time which is not the Supply of Energy and is compatible with this Market Contract.

**Authored Representative** means a person authorised by you to request and receive Meter Data on your behalf.

**Bill Smoothing** has the meaning given in clause 8.10(b).

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in the State in which your Supply Address is located.

**Charges** means the amounts payable by you as set out in these General Terms, the Offer, Fee Schedule, or any applicable Ancillary Product terms and conditions (except the fees and charges referred to in clause 1.3(b)(iii)).

**Connection Charge** means:

- (a) the amount set out in the Offer or Fee Schedule; or
- (b) otherwise, the direct pass through of any charge that your Distributor or Meter Service Provider levies upon us for connecting, or arranging the Distributor or Meter Service Provider to connect the Supply Address to the Distribution system.

**Cooling-off Period** has the meaning given in clause 2.1(a).

**Customer Hardship Policy** means the policy setting out our processes for identifying and assisting Small Residential Customers experiencing payment difficulties due to hardship.

**Deemed Arrangement** means the arrangement, under the Regulatory Requirements, that is taken to apply between a customer and the Responsible retailer in circumstances where the customer consumes Energy at a supply address and has not entered into a Standard Retail Contract or a Market Contract with a retailer.

**Demand Charges** means charges based on the demand that you place on the network according to your usage at peak times.

**Digital Meter** means:

- (a) an electricity Meter which meets the Type 4 minimum services specification in the Regulatory Requirements; or
- (b) an advanced metering infrastructure Meter in Victoria.

**Digital Meter Without Communications** means a Digital Meter with the telecommunications network connection function deactivated.

**Disconnection** has the meaning given in clause 10.1(a).

**Distribution System** means a network of pipes or wires, Meters and controls that a Distributor uses to Supply Energy.

**Distributor** means a person (or company) licensed to Supply Energy who owns and operates a Distribution System.

**DPI** means, where the Supply Address is located in New South Wales, the Delivery Point Identifier which links your gas Meter with your Supply Address.

**Due Date** means the later of:

- (a) the date which is 13 Business Days from the date of dispatch of the bill;

- (b) the date stated on your bill; or
- (c) any other date for payment of the bill which we agree with you.

**Early Termination Fee** has the meaning given in clause 4.3 and may also be referred to as an Exit Fee.

**Electronic Means** means any form of electronic communication including email to an agreed email address, SMS or MMS to an agreed telephone number or an AGL mobile application message to an agreed account.

**Embedded Network** means a distribution system, connected at a parent connection point to either a distribution system or transmission system that forms part of the national grid, and which is owned, controlled or operated by a person who is not a Network Service Provider.

**Energy** means electricity or gas as relevant.

**Energy Plan** means the terms on which you receive any applicable benefits, rewards and discounts when you receive Supply of Energy from us for a specific Energy Plan Period as set out in the relevant Offer.

**Energy Plan Commencement Date** means the date on which the terms of an Energy Plan under this Market Contract take effect, which will be:

- (a) the day after the Energy Plan End Date of the immediately preceding Energy Plan under this Market Contract; or
- (b) for the first Energy Plan in effect under this Market Contract, the Supply Commencement Date.

**Energy Plan Period** means the period of sale and Supply set out in the relevant Offer, otherwise referred to as a "Fixed Benefit Period" or the "term" of an Energy Plan, which may be specified as an indefinite period of time.

**Energy Plan End Date** means the date the Energy Plan Period expires calculated in accordance with your relevant Offer.

**Energy Type** means one of gas or electricity.

**Excluded Area** means, if your Supply Address is in:

- (a) Victoria – for gas, Mildura, Ararat, Horsham and Stawell; and
- (b) New South Wales – for gas and electricity, the Bega Valley, Bombala, Boorowa, Cooma Monaro, Crookwell, Eurobadalla, Goulburn, Gunning, Harden, Mulwaree, Nowra, Shoalhaven, Queanbeyan, Snowy River, Tallanganda, Tumut, Worrigeer, Yarrowlumla, Yass or Young local government areas.

**Exempt Seller Arrangement** means an arrangement under which a person sells energy to customers with a valid exemption from the Australian Energy Regulator from the requirement to hold a retail authorisation under the Regulatory Requirements.

**Fee** means the Charges set out in the Fee Schedule, which may consist of a direct pass through of a fee or charge or costs we otherwise incur from a third party, in addition to our reasonable administration costs.

**Fee Schedule** means a list of Fees referred to in this Market Contract relevant to the Supply Address available at [agl.com.au](http://agl.com.au) or on request.

**Feed-in Tariff** means the amount per unit paid for electricity supplied by you into the grid as agreed under your Energy Plan.

**General Terms** means these terms and conditions for the sale and Supply of Energy to you at the Supply Address, which form part of the Market Contract.

**Interruption** means a temporary unavailability or curtailment of Energy Supply, including one effected remotely, but does not include Disconnection.

**Last Resort Event** means an event that triggers the operation of the retailer of last resort scheme approved under the Regulatory Requirements, usually resulting from an Energy retailer no longer being able to sell Energy due to the suspension or revocation of their:

- (a) retail licence; or
- (b) right to acquire Energy from an Energy wholesale market.

**Market Contract** means a contract for the sale and Supply of Energy at the Supply Address (as varied from time to time), which is made up of:

- (a) these General Terms;
- (b) the relevant Offer;
- (c) any applicable Ancillary Product terms and conditions;
- (d) any schedule applicable to the Supply Address;
- (e) the Fee Schedule relevant to the Energy type; and
- (f) any other document or part thereof incorporated by reference in these General Terms, which contains important information we are required to provide you under the Regulatory Requirements, including our complaints handling and dispute resolution procedure.

**Meter** means an instrument that measures the quantity of Energy passing through it and includes associated equipment attached to the instrument, including any recording and display equipment and communications interface, to control or regulate the flow of Energy.

**Meter Data** means the metering data (as that term is defined under the *National Electricity Rules*) that is required to be provided in accordance with the metering data provision procedures published by the Australian Energy Market Operator.

**Meter Reading** means a physical inspection of a Meter, or remote receipt of processed data from a Digital Meter, which indicates at a point in time the quantity of Energy that has passed through the Meter.

**Meter Service Provider** means any person (or company) (including the Distributor) who provides services on our or the Distributor's behalf in relation to:

- (a) Meters, including to Read, install, inspect, test, repair, maintain, exchange, alter, replace or remove Meters;
- (b) Meter data processing and transfer; and
- (c) the sale and Supply of Energy under this Market Contract.

**MIRN** means, where the Supply Address is located in Victoria, South Australia or Queensland, the 'Metering Identification Registration Number' which links your gas Meter with the Supply Address.

**New Meter Deployment** means the replacement of your existing Meter which is arranged by us other than where the replacement is:

- (a) requested by you or agreed to by you;
- (b) your Meter is faulty or sample testing indicates it may become faulty; or
- (c) required by the Regulatory Requirements.

**NMI** means the 'National Meter Identifier' which links your electricity Meter with the Supply Address.

**Offer** means the offer letter or other offer document provided to you in relation to a corresponding Energy Plan (including our written confirmation of any oral offer that you accepted) or, as applicable, the offer document provided to you under clause 3.2(b) or the offer that is deemed to apply to you under clause 3.2(a), as the context implies.

**Pay On Time Discount** means the discount applicable to your Energy Plan specified as such in the Offer.

**Personal Information** has the meaning given to it under the *Privacy Act 1988 (Cth)*.

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

**Rates** means per-unit Charges that apply to your Energy Plan, which include usage rates and daily supply charges.

**Reconnection** has the meaning given in clause 11(a).

**Registered Life Support Equipment** means life support equipment (as defined under the Regulatory Requirements) registered with us by written confirmation from a registered medical practitioner of the requirement for life support equipment at the Supply Address.

**Regulatory Requirements** means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, licence conditions, codes, guidelines or standards applicable from time to time in the State in which the Supply Address is located.

**Related Data** means any record of information that is related to this Market Contract, the Supply Address, Ancillary Products supplied to you, your interactions with us, connected devices at the Supply Address, the Meter or the products and services that you acquire from us or from third parties that we collaborate with, including records in physical or electronic form. Some, but not all, Related Data may include Personal Information.

**Responsible** means where a retailer is financially responsible for Energy Supplied for the purposes of settlement in a relevant wholesale Energy market.

**Scheduled Meter Reading** means where we obtain a Meter Reading at a time that equates to your Usual Billing Cycle.

**Security Deposit** means an amount of money or other arrangement acceptable to us as security against you defaulting on a final bill.

**Sensitive Information** has the meaning given to it under the *Privacy Act 1988 (Cth)*.

**Small Business Customer** means a Small Customer who is not a Small Residential Customer.

**Small Customer** means, in respect of a Supply Address, a customer as prescribed under the Regulatory Requirements.

**Small Residential Customer** means a Small Customer who acquires Energy principally for personal, household or domestic use at the Supply Address.

**Special Meter Reading** means a Meter Reading obtained at a time other than the time of a Scheduled Meter Reading.

**Standard Retail Contract** means a contract for the sale and Supply of Energy applicable to a Supply Address, required to be offered to you under the Regulatory Requirements.

**Supply** means the delivery of Energy by a Distributor via its Distribution System to a supply address, and the provision of any related services.

**Supply Address** means the address at which you purchase Energy from us under this Market Contract, and where there is more than one Supply point and/or connection point to the Distribution System at that address, each Supply point and/or connection point through which you purchase Energy.

**Supply Commencement Date** has the meaning given in clause 2.2(a).

**Tax** means any present or future royalty, tax, levy, impost, deduction, carbon or greenhouse gas emission (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).

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

**Usage Charges** means the price per unit of gas or electricity supplied multiplied by your consumption.

**Usual Billing Period** has the meaning given in clause 8.1(b).

## 18.2 Interpretation

In this Market Contract, unless the context otherwise requires:

- (a) headings are for convenience and do not affect the interpretation of this Market Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) all references to 'include' or 'including' or 'for example' are non-exhaustive and do not imply any limitation;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Market Contract;
- (f) 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;
- (g) a reference to a person includes that person's:
  - (i) executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and

- (ii) officers, employees, contractors, agents or other representatives;
- (h) when capitalised, grammatical forms of a word or phrase defined in this Market Contract have a corresponding meaning;
- (i) 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;
- (j) an event which is required under this Market Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day;
- (k) any discretion that we have under this Market Contract will be exercised by us on reasonable grounds, including considerations relating to:
  - (i) whether circumstances were beyond your reasonable control, or were accidental but not negligent;
  - (ii) your history with us, including your conduct under this Market Contract and any previous contract with us for the sale and Supply of Energy;
  - (iii) our evaluation of the likelihood that you will fulfil your obligations under this Market Contract in the future; and
  - (iv) the consistent application of AGL's policies applying to similar Customers in similar circumstances (including departing from these policies in relevantly different circumstances), and
- (l) to the extent of any inconsistency, documents making up this Market Contract take precedence in the following order:
  - (i) any applicable Ancillary Product terms and conditions;
  - (ii) the Offer;
  - (iii) the applicable schedule (if any);
  - (iv) these General Terms;
  - (v) the Fee Schedule; and
  - (vi) any other document or part thereof incorporated by reference in these General Terms.





# Privacy Policy

(including Credit Reporting Policy)

Effective 9 May 2019

## 1. About us

**The AGL Group provides a wide range of energy and other products and services. This policy describes how we handle your personal information and credit-related information.**

The AGL Group (AGL Energy Limited and its related companies) provides gas, electricity, energy-related and other products and services.

This policy describes how the AGL Group handles your personal information and credit-related information. You can find out more about the AGL Group at [agl.com.au/who-we-are](https://www.agl.com.au/who-we-are)

## 2. Your privacy is important to us

**We keep your information safe. We aim to be clear and open about what we do with it.**

We understand that your privacy is important to you, and we value your trust. That's why we protect your information and aim to be clear and open about what we do with it.

This policy describes how we handle your *personal information and credit-related information*.

Personal Information is information that identifies you or can be reasonably linked to your identity.

Credit-related information is information about how you manage your credit, the credit that you have applied for or obtained, your payment history and creditworthiness and the information contained in your credit file.

When we collect this information, we follow the obligations set out in the *Privacy Act 1988* (Cth).

We update our privacy policy when our practices change. You can always find the most up-to-date version on our website.

## 3. What information do we collect?

**We collect information about you when you interact with us. We may also collect information about you from other people and organisations.**

We only collect your personal information when we need it to provide our products and services or to comply with the law. The kinds of information that we collect depends on how you interact with us. Here are some examples.

### Information we collect from you

We collect the name and contact details (landline, mobile, email) of our customers and their authorised representatives as well as shareholders, business contacts, job applicants and contractors and others. We may also collect:

- **If you are a customer:** Your date of birth, address (supply and mailing if different), address history (where relevant), concession details (where applicable), other forms of identification (such as driver's licence or passport), payment details, ABN (if applicable) and information about your property that you tell us and your use of our products and services including energy usage and consumption information. For example, how much energy you use and when you use it. We may also collect information about appliances used and the timing and efficiency of use where you have sensors or

other technology installed.

- **If you are an authorised representative on another person's account:** first name, last name, date of birth, telephone number, address and the relationship with our customer.
- **If you are a shareholder:** Your tax file number, if you provide it.
- **If you apply for a job with us:** Information that you provide about your right to work, employment history, qualifications and ability.

We collect information when you interact with us using the channels we make available to you – online, through our app, direct contact with our contact centre, social media, and using voice tools (including Amazon Alexa and Google Home).

If you give us personal information about other people, we will assume that they have agreed that you can do this.

## Information we collect from others

- **When you get a quote to apply to open an account with us:** Your credit history information.
- **We collect credit-related information from credit reporting bodies about you** when you set up an account with us or when your account is in default. This information can be found on your credit file, including the fact that you have applied for credit, the amount and type of credit, details of your current and previous credit providers, start and end dates of credit arrangements, and information about listings on your credit file including defaults and court judgments.
- **We collect credit-related information from other AGL Group companies, from public sources, and from other third parties** including government agencies such as the Australian Financial Security Authority which manages the National Personal Insolvency Index.
- **When you use our websites mobile apps and platforms:** Your IP address, device identifiers and information about how you use our websites such as session information and login attempts. We use web analytics services to do this. These services include: Google Analytics, Google AdSense, DoubleClick, Adobe or Microsoft.
- **When you participate in market research:** Information about you and your responses from the service provider that conducted the research.
- **When you engage with our sales partners:** Your name, address and contact details, so we can contact you about products you may be interested in.
- **If you are a business contact for our customers or service providers:** Your name, job title and contact details.
- **If you are a shareholder:** To comply with the law and manage your shares in AGL, we may collect details about your investment from our shareholder register service provider. You can find more information on our Shareholder Services page at [agl.com.au/shareholder](http://agl.com.au/shareholder)
- **If you apply for a job with us:** Professional background, qualifications and memberships, and references from your former employers. Where it is relevant to the role, we may also collect screening check information (such as background, medical, drugs and alcohol, criminal records, bankruptcy, directorship and company checks), and abilities testing, including psychometric testing.

## Sensitive information

The Privacy Act protects your *sensitive information*, such as information about your health or ethnicity. Where we need this information for your account (for example, to ensure continuous service to your property or to assist with translation services), we'll ask for your permission — except where otherwise allowed by law.

## 4. How do we use your information?

**We use your information to deliver our products and services, manage our business and comply with the law. We also use your information for other reasons, such as to better understand you and your needs.**

We collect and use your information so we can:

- confirm your identity
- provide you with the products and services that you have asked for
- handle payments and refunds
- communicate with you about your account
- manage your credit arrangements with us
- manage accounts that are overdue, including where we sell debt
- respond to applications, questions, requests or complaints that you have made to us
- maintain and update our records and carry out other administrative tasks
- improve customer experience and do market research
- if you are a shareholder, manage your shareholding
- if you have applied to work with us, assess your application
- investigate possible fraud and illegal activity
- comply with laws, including assisting government agencies and law enforcement investigations, and
- manage our business.

If we don't have your personal information, we may not be able to do these things. For example, we may not be able to deliver the products or services you have asked for or respond to your questions.

## Direct marketing

We may also use your personal information to tell you about products or services that we think you might be interested in. We may send you marketing messages in various ways, including by mail, email, telephone, SMS, and digital marketing including advertising through our apps, websites, social media or third-party websites.

If you tell us how you would prefer to be contacted, we will contact you in that way where we can.

If you don't want to receive direct marketing messages, you can opt out by:

- filling out a Do Not Contact Form at [agl.com.au/donotcontact](https://www.agl.com.au/donotcontact)
- contacting our Customer Solutions Team (call **131 245**, or see section 9 below), or
- following the instructions in any marketing communication you receive from us (for example, using the 'unsubscribe' link in an email or responding to an SMS as instructed)

Please note that we may still send you important administrative and safety messages even if you opt out of receiving marketing communications.

## The way we use data

We're always working to develop and improve our products and services, and improve our processes to ensure that they and we better meet your needs.

New technologies let us combine information we have about our customers and users with data from other sources, such as third-party websites or the Australian Bureau of Statistics.

We also collect information about people that does not identify them such as website and advertising analytics, and data from service providers.

We analyse this data to help us learn more about our customers and improve our products and services. Where we work with partners or service providers to do this, we do not pass on personal information about you.

## 5. Who do we share your information with?

**We share your information for the purposes set out in section 4, with our service providers, and to comply with the law. When we do this, we take steps to keep your information safe.**

We share your personal information with other people and companies where we need to for the purposes set out in section 4. This includes sharing:

- with our installation, maintenance and fulfillment partners, so they can make installations and maintain products and services that we offer
- with other energy companies and other companies (like those that own or operate poles and wires) that help us deliver our products and services, or to migrate your service if you change energy providers
- with credit reporting agencies to process new applications, assess and manage applications for credit, manage overdue accounts, and review your creditworthiness
- with insurance investigators
- with people that you have asked us to give your information to, such as your authorised representatives or legal advisors
- if you have applied to work with us, with your previous employers to confirm your work history
- to comply with laws and assist government agencies and law enforcement.

We also share personal information with people and organisations that help us with our business, such as professional advisors, IT support, and corporate and administrative services including mercantile agents (including debt collectors) and debt buyers. We only do this where it's needed for those services to be provided to us. When we do this, we take steps that require our service providers to protect your information.

The credit reporting bodies we use include:

---

**Equifax Australia**

(formerly Veda)  
GPO Box 964  
North Sydney NSW 2059

Online contact form:  
[equifax.com.au/contact](http://equifax.com.au/contact)  
Phone: 13 83 32  
Website: [equifax.com.au](http://equifax.com.au)

---

**Illion**

(credit reporting & default listing)  
(formerly Dun & Bradstreet)  
PO Box 7405, St Kilda Rd  
Melbourne VIC 3004

Online contact form:  
[illion.com.au/complaints-handling/](http://illion.com.au/complaints-handling/)  
Phone: 13 23 33  
Email: [chc-au@illion.com.au](mailto:chc-au@illion.com.au)  
Website: [illion.com.au](http://illion.com.au)

---

**Experian Australia**

GPO Box 1969  
North Sydney NSW 2060

Online contact form:  
[experian.com.au/contact-us](http://experian.com.au/contact-us)  
Phone: 1300 783 684  
Email: [creditreport@au.experian.com](mailto:creditreport@au.experian.com)  
Website: [experian.com.au](http://experian.com.au)

---

**CreditorWatch**

GPO Box 276  
Sydney NSW 2001

Online contact form:  
[creditorwatch.com.au/contact](http://creditorwatch.com.au/contact)  
Phone: 1300 501 312  
Website: [creditorwatch.com.au](http://creditorwatch.com.au)

---

You can contact those credit reporting bodies or visit their websites to see their policies on the management of credit-related information, including details of how to access your credit-related information they hold. You have the right to request credit reporting bodies not to:

- use your credit-related information to determine your eligibility to receive direct marketing from credit providers; and
- use or disclose your credit-related information, if you have been or are likely to be a victim of fraud.

AGL's website links to a number of third-party websites. We are not responsible for the privacy practices of these other sites. We recommend that individuals review the Privacy Policy and Credit Reporting Policy on these websites.

### **Sending personal information overseas**

Some of our service providers are located or operate outside of Australia. Where we need to, we send them information so that they can provide us services. The countries where our service providers may be located are India, Indonesia, Fiji, New Zealand, the Philippines, South Africa, the USA, the UK and some member states within the European Union.

## **6. Keeping your information safe**

**We train our staff in how to keep your information safe and secure. We use secure systems and environments to hold your information. We only keep your information for as long as we need it.**

We take steps in accordance with the *Guide to Securing Personal Information* published by the Office of the Information Commissioner, to secure our systems and the personal information we collect.

Here are some examples of the things we do to protect your information.

---

**Staff obligations and training**

We train our staff in how to keep your information safe and secure.

Our staff are required to keep your information secure at all times, and are bound by internal processes and policies that confirm this.

Access to personal information is controlled through access and identity management systems.

We have security professionals who monitor and respond to (potential) security events across our network.

---

**System security**

We store your information in secured systems which are in protected and resilient data centres.

We have technology that prevents malicious software or viruses and unauthorised persons from accessing our systems.

We also share non-personal information about how people use our websites with security service providers to ensure that our websites are protected.

---

**Services providers and overseas transfers**

When we send information overseas or use service providers that handle or store data, we require them to take steps to keep your information safe and use it appropriately.

We control where information is stored and who has access to it.

---

**Building security**

We use a mix of ID cards, alarms, cameras, guards and other controls to protect our offices and buildings.

---

**Our websites and apps**

When you log into our websites or app, we encrypt data sent from your computer or device to our system so no-one else can access it.

We partner with some well-known third parties as alternative ways to access your online account.

---

**Destroying or de-identifying data when no longer required**

We aim to keep personal information only for as long as we need for our business or to comply with the law.

When we no longer need personal information, we take reasonable steps to destroy or de-identify it.

---

## 7. Accessing, updating and correcting your information

**You can ask to see a copy of the personal information or credit-related information that we hold about you or ask us to update or correct it.**

You can ask us for a copy of the personal information or credit-related information that we hold about you by contacting us. Before we give you your information, we will need to confirm your identity.

If you use My Account at [agl.com.au/help/managing-my-account](https://agl.com.au/help/managing-my-account), you can also log in to access your billing information and update your contact and payment details. To access other information, you may need to contact us.

### **How can you contact us?**

See section 9 for details on how you can contact us.

### **How long will it take?**

We try to make your information available within 30 days after you ask us for it. If it will take longer, we'll let you know.

### **Can we refuse to give you access?**

In some cases, we can refuse access or only give you access to certain information. For example, we're not able to let you see information that is commercially sensitive. If we do this, we'll write to you explaining our decision.

### **Can you correct or update your information?**

You can ask us to correct or update any of your personal information or credit-related information that we have. If we've given the information to another party, you can ask us to let them know it's incorrect.

If we don't think the information needs to be corrected, we'll let you know why. You can ask us to include a statement that says you believe our record about you is inaccurate, incomplete, misleading or out of date.

## 8. Making a privacy complaint

If you're concerned about how we've handled your information, let us know and we'll try to fix it. If you're not satisfied with how we handled your complaint, you can contact the Australian Privacy Commissioner.

### How can you make a privacy complaint?

If you are concerned about your privacy or how we've handled your personal information, you can make a complaint and we'll try to fix it. See section 9 for details on how you can contact us.

You can read more about how we handle complaints on the Our Commitments page at [agl.com.au/our-commitments](https://agl.com.au/our-commitments). You can also read our Complaints and Dispute Resolution Policy at [agl.com.au/contact-us/complaints](https://agl.com.au/contact-us/complaints)

### How do we manage privacy complaints?

We will:

- keep a record of your complaint
- respond to you about your complaint and let you know how we will try to resolve it and how long that may take.

### What else can you do?

If you're not satisfied with how we have managed your privacy complaint, you can contact your local Ombudsman at any time for advice or to make a complaint. The Ombudsman is independent, and their services are free.

If you are in New South Wales, you can contact the Energy and Water Ombudsman NSW.

#### Energy and Water Ombudsman NSW

Reply Paid 86550,  
Sydney South NSW 1234

**Online complaint form:**

[www.ewon.com.au/page/making-a-complaint/complaint-forms](https://www.ewon.com.au/page/making-a-complaint/complaint-forms)

**Phone:** 1800 246 545

**Email:** [complaints@ewon.com.au](mailto:complaints@ewon.com.au)

**Website:** [ewon.com.au](https://www.ewon.com.au)

If you are in Victoria, you can contact the Energy and Water Ombudsman Victoria.

#### Energy and Water Ombudsman Victoria

Reply Paid 469  
Melbourne VIC 8060

**Online complaint form:**

[ewov.com.au/complaints/online-complaint-form](https://ewov.com.au/complaints/online-complaint-form)

**Phone:** 1800 500 509

**Email:** [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

**Website:** [ewov.com.au](https://www.ewov.com.au)

If you are in Queensland, you can contact the Energy and Water Ombudsman Queensland.

#### Energy and Water Ombudsman Queensland

PO Box 3640  
South Brisbane BC Qld 4101

**Online complaint form:** [ewoq.com.au/submit-a-complaint](https://ewoq.com.au/submit-a-complaint)

**Phone:** 1800 662 837

**Email:** [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au) or [info@ewoq.com.au](mailto:info@ewoq.com.au)

**Website:** [ewoq.com.au](http://ewoq.com.au)

If you are in South Australia, you can contact the Energy and Water Ombudsman South Australia.

### **Energy and Water Ombudsman South Australia**

GPO Box 2947

Adelaide SA 5001

**Online complaint form:** [ewosa.com.au/resolving-complaints](http://ewosa.com.au/resolving-complaints)

**Phone:** 1800 665 565

**Website:** [ewosa.com.au](http://ewosa.com.au)

If you are in Western Australia, you can contact the Energy and Water Ombudsman Western Australia.

### **Energy and Water Ombudsman Western Australia**

PO Box Z5386

St Georges Terrace

Perth WA 6831

**Phone:** 1800 754 004

**Email:** [energyandwater@ombudsman.wa.gov.au](mailto:energyandwater@ombudsman.wa.gov.au)

**Website:** [ombudsman.wa.gov.au/energyandwater/index.html](http://ombudsman.wa.gov.au/energyandwater/index.html)

You can also complain to the Australian Privacy Commissioner who can be found at the Office of the Australian Information Commissioner (OAIC).

### **Office of the Australian Information Commissioner**

GPO Box 5218

Sydney NSW 2001

**Online complaint form:**

[oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint](http://oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint)

**Phone:** 1300 363 992

**Email:** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

**Website:** [oaic.gov.au](http://oaic.gov.au)

## 9. Contact us

To ask us a question, access your personal information, request a correction to your personal information, make a complaint, or get a printed copy of this policy, you can use our online enquiry form. Or you can contact our Customer Solutions team.

### **AGL Customer Advocacy**

Locked Bag 14120

MCMC VIC 8001

**Online enquiries form:** [agl.com.au/contact-us](http://agl.com.au/contact-us)

**Phone:** 131 245 (available 24/7).

If you're deaf or hard of hearing, or have difficulty speaking, you can use the **National Relay Service**.

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

If you need to contact us about something else, you can find out how at [agl.com.au/contact-us](http://agl.com.au/contact-us)



# Dispute Resolution Policy

Not satisfied? We want to hear from you so we can make things right.

Effective 1 July 2019

## How our Complaint Handling and Dispute Resolution Procedure works

If you have a complaint about any aspect of our products or services, please call us or write to us so that we can resolve your concerns. A complaint is an expression of dissatisfaction made to us whereby a resolution or response is expected (either explicitly or implicitly). Our aim is to resolve your complaint as quickly as we can. On some occasions we will be able to do this at the time you call. However, more complex problems may need to be looked into further before we can get back to you. If we need more information from you, we will contact you. You can always call us for an update on how we're going with the resolution of your complaint.

### Our Complaint Resolution Procedure

We offer a simple approach to addressing complaints about our products and services. Our customer service representatives will work with you to resolve any issues quickly, fairly and collaboratively. Your privacy is important to us, and all complaints are treated confidentially.

Many complaints are resolved within a few days. More complex matters may take a little longer, but we will keep you updated.

We expect our employees to treat you with respect throughout the process. We kindly request the same in return to reach a fair and reasonable outcome for both parties.

#### Step 1. Customer Solutions

If you experience a problem or wish to provide feedback, our Customer Solutions Team is your first point of reference. This team will investigate your concern and work with you to resolve it. This team can be contacted on **131 245** or online at **agl.com.au**. Feedback received about our products and services will be shared with relevant areas.

#### Step 2. Complaints

If you remain dissatisfied with the resolution you have received, your matter can be reviewed by our Complaints Specialists Team. This team can be contacted on **1800 775 329** (8am to 6pm AET, Monday to Friday) or by email at **complaints@agl.com.au**. For more information about our complaint management process, please refer to the AGL Standard Complaints and Dispute Resolution Policy.

#### Further help

Most matters can be resolved through our internal complaint process. We ask that you first provide us with the opportunity to explore all avenues in resolving your complaint. However, if you are not satisfied with the handling of your complaint, you may wish to seek further assistance from the Ombudsman. You can contact the Ombudsman at any time for free independent advice and information.

## Getting in touch with your Ombudsman

### New South Wales

Energy and Water Ombudsman NSW

**Phone:** 1800 246 545

**Web:** [ewon.com.au](http://ewon.com.au)

### Queensland

Energy and Water Ombudsman Queensland

**Phone:** 1800 662 837

**Web:** [ewoq.com.au](http://ewoq.com.au)

### South Australia

Energy and Water Ombudsman SA

**Phone:** 1800 665 565

**Web:** [ewosa.com.au](http://ewosa.com.au)

### Victoria

Energy and Water Ombudsman Victoria

**Phone:** 1800 500 509

**Web:** [ewov.com.au](http://ewov.com.au)

### Western Australia

Energy and Water Ombudsman Western Australia

**Phone:** 1800 754 004

**Web:** [ombudsman.wa.gov.au/energyandwater](http://ombudsman.wa.gov.au/energyandwater)

To cancel within 10 business days, sign, complete and send back the following form.



## Section 82 – Australian Consumer Law

# Cancellation notice

### Unsolicited consumer agreement

#### Right to cancel this agreement within 10 business day Cooling-off Period

You have the right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

#### Extended right to cancel this agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing.

#### Refer to the information overleaf

You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier**. Alternatively, write a letter or send an email to the supplier.

### Supplier details (to be completed by the supplier)

Name	AGL Energy
Address	Level 3, 699 Bourke Street, Docklands VIC 3008
Email address (if any)	customer.solutions@agl.com.au
Fax number (if any)	1300 660 245
Details of goods or services supplied under the agreement	Energy supply <input type="checkbox"/> Gas <input type="checkbox"/> Electricity
Cost of good or services	N/A
Date of agreement	
Transaction number (if any)	

### Consumer details

Name of consumer	
Consumer's address	
<b>I WISH TO CANCEL THIS AGREEMENT</b>	
Signed by the consumer	X
Date	

**Note:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

The Australian Consumer Law relating to unsolicited contracts applies to this agreement if you entered into it:

- over the telephone, as the result of an uninvited telephone call made by us to you; or
- in person, during an uninvited visit by us to you at the place where the agreement was made.

If the Australian Consumer Law applies to this agreement, your rights to cancel this agreement are set out below.

You have the right to cancel this agreement during the greater period of:

- (a) 10 business days from and including the day after you signed or received a copy of the agreement; OR
  - (b) 3 months from and including the day after you signed or received a copy of the agreement, if we:
    - (i) negotiated your agreement without proper consent from you: before 9am or after 6pm (or 5pm on a Saturday); or
  - at any time on a Sunday or public holiday; or
    - (ii) called on you in person and:
      - before commencing negotiations, failed to advise you that:
        - (A) our purpose was to seek your agreement to an energy sale and supply agreement, and
        - (B) we are obliged to leave the premises on request; and
  - did not provide you with information relating to our identity; or
    - (iii) failed to leave the premises at the request of the occupier, or the person with whom we were conducting negotiations; or
    - (iv) if you made the request for us to leave the premises, we contacted you within 30 days; OR
  - (c) 6 months from and including the day after you signed or received a copy of the agreement, if:
    - (i) before you entered into this agreement we failed to notify you of your rights to cancel this agreement during the termination period, and:
      - if we called on you in person, we failed to give you this information in writing; or
      - if you entered into this agreement over the telephone, we failed to subsequently give you this information in writing; or
    - (ii) unless you are moving into a new premises, we supply you with gas or electricity within 10 business days from and including the day after you signed or received a copy of the agreement; or
    - (iii) we fail to provide you with a copy of the agreement:
      - if you entered into the agreement in person, at that time; or
      - if you entered into the agreement over the telephone, within 5 business days; or
    - (iv) we fail to ensure the agreement you are provided is clearly printed and transparent and includes:
      - all terms (total amounts payable, how payment will be calculated, delivery cost); and
      - a notice that “conspicuously and prominently” informs you of your right to terminate (section 79(b)(i)); and
      - our name, ABN or ACN, address, email address and fax number “conspicuously and prominently”; and
      - where the agreement is not made by telephone, both your and our agent’s signature, and also our agent’s name, address and email address.
- You may also terminate the agreement within such other period as the agreement provides.

**If you would like to exercise your right to cancel this agreement within the Cooling-off Period applicable to you, please contact us by telephone or complete and return the cancellation notice.**

**PLEASE NOTE:**

Under the Australian Consumer Law, unless you have accepted your agreement in relation to a new connection at your Supply Address, or where your Supply Address is currently disconnected and we are arranging reconnection for you, we are prohibited from supplying you with gas or electricity under the agreement for 10 business days from and including the day after you signed or received a copy of the agreement.



For more information on being energy efficient,  
just call us on **131 245** or visit **agl.com.au**

**Arabic**

هل تحتاج مترجم؟ 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 **1300 307 245**



**Need an Interpreter?**

For Interpreter services please call **1300 307 245**



**Hearing impaired (TTY)**

Call **133 677** and quote **1300 664 358**

AGL Retail Energy Limited ABN 21 074 839 464

AGL Sales Pty Limited ABN 88 090 538 337

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

AGL South Australia Limited ABN 49 091 105 092

