Things you should know

Market Contract Customer
Effective 28 October 2026

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, simply call us on **131 245** (residential), **133 835** (business) or visit **agl.com.au**

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Our commitment to you

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

To view our Customer Charter, please visit **agl.com.au/customer-service-charter**

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 28 October 2026

AGL Energy Plan General Terms

Market Retail Contract General Terms for Small Customers Effective 28 October 2026

Terms

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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; and

(vi) the Supply Address and/or Small Customer satisfies any eligibility criteria set out in the Offer, which may include whether you have a solar power system or a Digital Meter or a Digital Meter Without Communications Meter.

(b) AGL may, acting reasonably, vary this Market Contract to reflect your circumstances or the circumstances of the Supply Address by giving you reasonable 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.

Where AGL cannot reasonably vary the Market Contract or you do not meet the requirements of the Offer in clause 1.4(a), AGL may end this Market Contract by giving you reasonable written notice.

(c) If AGL forms the view, acting reasonably, that you have engaged in fraudulent or unlawful conduct in connection with this Market Contract, an Energy account or the Supply of Energy to the Supply Address, AGL may:

(i) end this Market Contract with immediate effect;

(ii) close your AGL account(s); and/or

(iii) cancel any service request made by you in connection with the Supply of Energy to the Supply Address, and you will not be eligible for any benefits under the relevant Energy Plan. Where appropriate, AGL may provide you with reasonable notice in advance of terminating your Market Contract.

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 immediately terminate this Market Contract by providing notice 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) Where this Market Contract relates to gas, you can find information on the Type of Gas that may be supplied to you under this Market Contract on your Distributor's website.

(c) 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.

(d) If you have more than one account with us, we may transfer credits accrued in one of your accounts to another of your accounts.

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), and

  (ii) 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 following a relevant Meter Reading as permitted by the Regulatory Requirements (which may be an estimated Meter Reading in certain circumstances). If you and AGL agree, this transfer date (and the Supply Commencement Date) may be a date in the past.

(d) Subject to the Regulatory Requirements, 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) AGL may conduct a New Meter Deployment at the Supply Address after providing you with prior written notice in accordance with the Regulatory Requirements.

(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 2.4(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 2.4(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 the Energy Plan End Date, sale and Supply of Energy to you continues under this Market Contract or a Deemed Arrangement in accordance with clause 3.2.

3.2 Consequences of expiry of an Energy Plan Period

(a) If your Market Contract does not have a fixed term, from the Energy Plan End Date your Energy Plan ends and:

(i) unless we provide you with notice under clause 3.2(a) (ii), your Market Contract continues under a new Energy Plan for a further Energy Plan Period on the same terms that applied immediately before the Energy Plan End Date; or

(ii) if we provide you with notice prior to the Energy Plan End Date, this Market Contract continues from the Energy Plan End Date under a new Energy Plan for a further Energy Plan Period on the terms and Rates specified in that notice.

(b) If your Market Contract has a fixed term: from the Energy Plan End Date, your Market Contract ends. We will notify you prior to the Energy Plan End Date that this Market Contract will terminate and the sale and Supply of Energy will continue under a Deemed Arrangement (in accordance with any Regulatory Requirements), unless you accept a new Energy Plan.

(c) No Early Termination Fee will be charged in relation to a new Energy Plan under this clause 3.2 and you may terminate this Market Contract under our Fair Contracting Promise in clause 13.

4. The duration of this Market Contract

4.1 Termination of this Market Contract

(a) This Market Contract will end after the Acceptance Date on the earliest of:

(i) the date you and AGL agree to terminate it;

(ii) provided clause 3.2 does not apply, the date you enter into any new Energy Plan;

(iii) the effective date of termination under clause 1.4(b), 4.2, 4.3 or 13;

(iv) 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;

(v) the date on which AGL can no longer sell you Energy due to a Last Resort Event;

(vi) the date on which you no longer have a right to request Reconnection;

(vii) in any other circumstances, 20 Business Days after the date on which notice of termination is given either by you or AGL; or

(viii) if your Market Contract has a fixed term as set out in the relevant Offer, on the Energy Plan End Date.

(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 any 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 or, if AGL is unable to obtain a Meter Reading, the date you provide a Meter Reading in the format required by AGL.

(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 Notice to move you to a cheaper Energy Plan

(a) If required or permitted by the Regulatory Requirements, we may write to you to notify you of our intention to end this Market Contract and switch you to a new lower cost Energy Plan on a new Market Contract.

(b) If we give you notice under clause 4.3(a), AGL will:

(i) provide you with at least ten Business Days' prior notice of the termination of your existing Market Contract;

(ii) give you clear information on how you can opt out of the switch, including the date by which you need to opt out of the switch; and

(iii) provide you with the terms and conditions of the new lower-cost Energy Plan that will apply, unless you opt-out in accordance with clause 4.3(b)(ii).

4.4 Early Termination Fees

(a) Subject to any Regulatory Requirements and clauses 3.2(c), 4.5 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.

4.5 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 and you may terminate this Market Contract under our Fair Contracting Promise in clause 13.

(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.

(e) AGL may vary this Market Contract to add an Ancillary Product where AGL considers, acting reasonably, that the variation is favourable to you (for example, where the Ancillary Product offers you a reward for voluntarily participating in a demand response event). AGL will provide you with at least five Business Days' prior notice of the variation and the Ancillary Product terms and conditions which will be incorporated into this Market Contract. You may opt-out at any time by notifying AGL.

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 and you may terminate this Market Contract under our Fair Contracting Promise in clause 13.

(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 and any Regulatory Requirements, 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 rates are Fixed:

(a) If the Rates specified in your Offer are fixed, AGL will not increase your Rates until the end of the period set out in your Offer, except:

(i) under clause 1.5 if your Meter type changes or if your Rates were applied based on incorrect information or assumptions;

(ii) if you request, and we agree to, a change to your Energy Plan or Rates; or

(iii) if it is required, or we are expressly permitted to do so by any Regulatory Requirements.

In each case, AGL will not increase your Rates if this is not permitted in accordance with any Regulatory Requirements.

(b) Your Rates will be fixed for the length of time specified in your Offer, which may differ from the length of the Energy Plan Period.

6.4 Variation of Feed-in Tariff

Subject to any Regulatory Requirements, AGL may vary your Feed-in Tariff by providing you with written notice in accordance with clause 6.1 and any applicable 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 (including as a result of a request by you or us in accordance with Regulatory Requirements); 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, subject to Regulatory Requirements, 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. Where required by regulations, we won't change your category of

retail tariff where your legacy meter (if any) is upgraded to a smart meter, for at least two years from the upgrade date, without your prior explicit informed consent.

(d) Where permitted by the Regulatory Requirements, we may request that your Distributor review the category of distribution tariff applicable to the Supply Address and propose an alternative distribution tariff.

(e) 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 supply to the grid 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 our Usual Billing Period or such other billing period identified in the Offer, and in any event, in accordance with the minimum Regulatory Requirements. Whichever period applies is your '**Billing Period**'.

(c) By written notice to you, we may alter your Billing Period as long as the new billing period is no longer than 100 days or the maximum period permitted under any Regulatory Requirements (whichever is shorter) or such other period agreed by you.

(d) If we bill you for goods or services in addition to selling Energy, those items will either be billed separately or as separate items on the bill.

(e) We will apportion payments made by you in relation to your bill by applying the payments to Energy Charges before any other goods and services and to the oldest debt first.

(f) If we apportion payments made by you in a manner other than inaccordance with clause 8.1(e) due to operational requirements, we will not charge you any additional Fees or interest as a result of apportioning in that alternative manner.

(g) 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 any 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 standard complaints and dispute resolution policy and procedures.

(b) You agree to pay any undisputed amounts owing to us.

(c) We may review your bills of our own accord.

(d) If our review under 8.3(a) or 8.3(c) 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 a check of the Meter Reading or Meter Data, or request the responsible person or metering coordinator (as applicable) to test the Meter. 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. We may also require you to pay for the applicable Meter inspection fee or Meter testing fee.

(c) If the Meter is faulty or incorrect, 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 may recover the amount undercharged in accordance with the fees and charges set out in this Market Contract, the Energy Plan and any 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 using a payment method that results in us incurring 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 or where we are required to do so under any Regulatory Requirements, 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 any Regulatory Requirements, including providing you with information about relevant:

  (i) government and non-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

Direct Debit

(a) You may elect to automatically pay your Energy bills by direct debit from an account you nominate.

(b) We will perform our obligations under any direct debit arrangement you enter into with us in accordance with any 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.

Bill Smoothing

(c) 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.

(d) 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.

(e) We will perform our obligations under any Bill Smoothing arrangement you enter into with us in accordance with any Regulatory Requirements.

8.11 Security Deposits

We may ask you, in accordance with any 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 of 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 benefits, rewards or discounts, 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) Benefits, rewards and discounts 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 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 your Energy Plan or this Market Contract;
(vii) you obtain Energy from us or the Distribution System illegally, or otherwise than in accordance with 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 Market Contract 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 any Regulatory Requirements, pay us any reasonable costs we incur as a result of that breach. To the extent practicable, we will use reasonable endeavours to mitigate the costs we incur;

(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; or

(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 promise

If we vary your Charges or if we vary this Market Contract, then you may end this Market Contract by giving us notice (including this reason) during the 20 Business Day period after you receive our relevant variation notice or relevant bill, and if you do so:

(a) this Market Contract will end on the date we receive your notice;

(b) we will waive any applicable Early Termination Fee; and

(c) 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 or the Meter removal fee (as applicable) listed or identified 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) Where permitted by the Regulatory Requirements, if you have a controlled load tariff, we may arrange for a Meter Service Provider or Distributor to set or alter the time periods at which Energy may be supplied for the unit or device on the controlled load circuit. However, your Distributor is still responsible for Energy Supply to the Supply Address.

(c) 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.

(d) 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.

(e) 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.

(f) 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. To the extent practicable, we will use reasonable endeavours to mitigate the loss or damage we incur.

(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);

(iii) sections 78 and 120 of the National Electricity Law; or

(iv) the consumer guarantees regime contained in Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

16. Information and privacy

16.1 Collection, use and disclosure of Personal Information

(a) We will collect, use and disclose your Personal Information in accordance with our Privacy Policy, which provides further details about the Personal Information we collect, what we do with it, where we send it, the credit reporting bodies we use and your opt-out, access, correction and complaint rights with us and credit reporting bodies. We will comply with all relevant privacy legislation in relation to your Personal Information. Our Privacy Policy is available at **agl.com.au/privacy** or on request.

(b) You agree that we may elect not to include an unsubscribe facility in communications that we issue, even if we would otherwise be required to under the Spam Act 2003 (Cth).

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 on request. You can view our customer charter at **agl.com.au/customer-service-charter**

(b) To the extent we are required to do so by the Regulatory Requirements or, 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 standard complaints and dispute resolution policy and procedures, which can be located at **agl.com.au**, or is available on request.

(c) To contact us about a complaint, you can;
- call us on **131 245**;
- email us at **complaints@agl.com.au**;
- complete the complaints form on our website; or
- use the webchat via the AGL App.

(d) 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, 1.6(c), 3.1, 3.2, 4.1, 4.2, 4.4, 5, 6, 8, 9, 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.

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

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

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. The terms and conditions of a Deemed Arrangement are AGL's Standard Retail Contract terms and conditions.

Default Market Offer means any offer to Supply electricity to a Supply Address located in New South Wales, South Australia or South East Queensland that is subject to a regulated price pursuant to the Competition and Consumer (Industry Code – Electricity Retail) Regulations 2019 and as amended from time to time.

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 4.4 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 ongoing, fixed or minimum period of time, and is subject to any Regulatory Requirements.

Energy Plan End Date means the date the Energy Plan Period expires calculated in accordance with your relevant Offer. If your Energy Plan Period is specified as a minimum period, the Energy Plan End Date will be no earlier than the last day of the minimum period stated in the relevant Offer, and AGL will provide you with prior written notice of your Energy Plan End Date in accordance with the Regulatory Requirements.

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, Worrigee, 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** 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 feed-in terms;

(d) any applicable Ancillary Product terms and conditions;

(e) any schedule applicable to the Supply Address;

(f) the Fee Schedule relevant to the Energy type; and

(g) any other document or part thereof that contains important information we are required to provide you under the Regulatory Requirements and is expressly stated to be incorporated by reference in these General Terms.

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.

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, determinations made by a relevant regulator, 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.

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

Small Customer means, in respect of a Supply Address, a small 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. Further information is available at **agl.com.au/src**

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).

Type of Gas means a primary gas specified under the Regulatory Requirements (for example, natural gas) or a blend of primary gases (for example, a blend of natural gas and hydrogen).

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

Usual Billing Period means:

(a) for customers with a Digital Meter, monthly;

(b) for gas customers whose Supply Address is located in Victoria, bi-monthly; and

(c) for all other customers, quarterly.

Victorian Default Offer means any offer to Supply electricity to a Supply Address located in Victoria that is subject to a regulated price pursuant to the Order in Council made under section 13 of the Electricity Industry Act 2000 (Vic) published in Special Gazette No. S 208, on 30 May 2019 and as amended from time to time.

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)

The AGL Privacy Policy describes how AGL collects and handles your personal information and credit-related information.

To view the AGL Privacy Policy, please visit **agl.com.au/privacy**. You can also request a copy by contacting us on **131 245**.

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 a 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**.

Supplier details (to be completed by the supplier)

Name	AGL Energy
Address	Level 3, 699 Bourke Street, Docklands VIC 3008
Details of goods or services supplied under the agreement	Energy supply ☐ Gas ☐ Electricity
Cost of good or services	N/A
Date of agreement	
Transaction number (if any)	

Consumer details

Name of consumer	
Consumer's address	

I WISH TO CANCEL THIS AGREEMENT

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.

Your agreement cancellation rights

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:

- 10 business days from and including the day after you signed or received a copy of the agreement; OR
- 3 months from and including the day after you signed or received a copy of the agreement, if we:
  - (a) negotiated your agreement without proper consent from you:
    - (i) before 9am or after 6pm (or 5pm on a Saturday); or
    - (ii) at any time on a Sunday or public holiday; or
  - (b) called on you in person and:
    - (i) before commencing negotiations, failed to advise you that:
      - (1) our purpose was to seek your agreement to an energy sale and supply agreement, and
      - (2) we are obliged to leave the premises on request; and
    - (ii) 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
- 6 months from and including the day after you signed or received a copy of the agreement, if:
  - (a) before you entered into this agreement we failed to notify you of your rights to cancel this agreement during the termination period, and:
    - (i) if we called on you in person, we failed to give you this information in writing; or
    - (ii) if you entered into this agreement over the telephone, we failed to subsequently give you this information in writing; or
  - (b) 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
  - (c) we fail to provide you with a copy of the agreement:
    - (i) if you entered into the agreement in person, at that time; or
    - (ii) if you entered into the agreement over the telephone, within 5 business days; or
  - (d) we fail to ensure the agreement you are provided is clearly printed and transparent and includes:
    - (i) all terms (total amounts payable, how payment will be calculated, delivery cost); and
    - (ii) a notice that "conspicuously and prominently" informs you of your right to terminate (section 79(b)(i)); and
    - (iii) our name, ABN or ACN, address, email address and fax number "conspicuously and prominently"; and
    - (iv) 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 لمترجم؟ اتصل على الرقم أدناه:

Spanish
¿Necesita un intérprete? Llame al número indicado abajo.

Italian
Se vi serve un interprete, telefonate al seguente numero.

Greek
Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

Croatian
Trebate li pomoć tumača? Nazovite niže navedeni broj.

Vietnamese
Nếu quí 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**

Communication Support Needs
Visit National Relay Service
www.accesshub.gov.au/about-the-nrs

Choose your preferred contact method and call AGL on **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

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