



Things you should know

Market Contract Customer
Effective 8 November 2023


Western Australia

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

Our commitment to you	4
General Terms	5
Privacy Policy (including Credit Reporting Policy)	41
Dispute Resolution Policy	56



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-charter**](https://www.agl.com.au/customer-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 8 November 2023

AGL Energy Plan General Terms

Market Retail Contract General Terms for Small Use Customers Effective 8 November 2023

Terms

1.	Scope of this Market Contract	7
2.	When this Market Contract begins	8
3.	The duration of an Energy Plan	10
4.	Rights to end this Market Contract	10
5.	Variation of this Market Contract	12
6.	Rates, Fees and Charges	13
7.	GST	15
8.	Billing and payments	15
9.	Discounts and rewards	21
10.	Security Deposits	22
11.	Disconnection	24
12.	Reconnection of your Supply Address	27
13.	Other obligations you have	27
14.	Our fair contracting promises	29
15.	Our obligations	29
16.	Our liability	30
17.	Information and privacy	31
18.	General	31
19.	Defined terms & interpretation	33
20.	How you can contact us	40

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 gas

Under this Market Contract, AGL will sell you gas and arrange Supply of gas 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. As part of selling and arranging for the Supply of gas under this Market Contract, we also agree to comply with:

- (a) our other obligations set out in this Market Contract;
- (b) the Regulatory Requirements, including the standards of service set out in Part 5 of the Customer Contracts Regulations; and
- (c) the Relevant Codes.

1.3 Eligibility for this Market Contract

- (a) This Market Contract only applies if:
 - (i) you are a Small Use Customer at the Supply Address or, if you are not a Small Use Customer, but AGL expressly offers and you accept an Energy Plan under this Market Contract;
 - (ii) the Supply Address has its own Meter with a unique MORN;
 - (iii) 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
 - (iv) the Supply Address satisfies any eligibility criteria set out in the Offer.
- (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) AGL becomes aware that the conditions listed in clause 1.3(a) are not satisfied; or
 - (ii) the information or assumptions available to AGL on which the Offer was based, including about the distribution area, network tariff or Meter, were incorrect.

Where AGL cannot reasonably vary the Market Contract or you do not meet the requirements of the Offer in clause 1.3(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 gas to the Supply Address, we 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 gas 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.

1.4 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 the Charges set out in your Offer are incorrect; and
 - (ii) AGL does not choose to terminate this Market Contract under clause 1.3(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 1.4, you may terminate this Market Contract under clause 4.1(e) or our Fair Contracting Promise in Clause 14.

1.5 What is not covered by this Market Contract?

- (a) This Market Contract does not cover the physical connection of the Supply Address to the Distribution System, including Metering equipment, the maintenance of that connection and the Supply of gas to the Supply Address. This is generally the role of the Distributor.
- (b) If you ask us for information relating to the distribution of gas, we will give you that information if we can practicably do so, or (if we cannot), we will refer you to the Distributor.

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 Acceptance Date.
- (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) We will not Supply you gas under this Market Contract during the Cooling-off Period unless you request us to do so during that period.
- (d) If you request us to Supply you gas during the Cooling-off Period and you subsequently cancel this Market Contract during that period, you must pay us the applicable Charges under clauses 6 and 8 in respect of that period.
- (e) If you cancel this Market Contract during the Cooling-off Period, this Market Contract and the relevant Energy Plan have no effect and, subject to clauses 2.1(d) and (f), you will continue to purchase gas at the Supply Address under the same arrangements that applied prior to your acceptance of this Market Contract.
- (f) If you cancel this Market Contract under clause 2.1(b), but AGL is Responsible for gas 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 gas contract with AGL or any other retailer, the terms of the Deemed Arrangement apply between you and AGL to the sale and Supply of gas at the Supply Address.
- (g) If you cancel this Market Contract during the Cooling-off

Period, AGL will create a record of your cancellation in accordance with the Regulatory Requirements.

- (h) 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 gas 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 2.4(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 2.4(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 otherwise agree to a different date, the later of the Acceptance Date and the date on which AGL becomes Responsible for gas Supplied to the Supply Address.

2.3 Requirements for new connections

- (a) At your request, where applicable under the Regulatory Requirements, AGL will arrange for your Distributor or a Meter Service Provider to install a Meter and connect the Supply Address to the Distribution System.
- (b) The arrangements under clause 2.3(a) will commence once AGL has all the necessary information to make the arrangement, and AGL may charge you the Connection Charge.

2.4 Requirements for new accounts

- (a) You must provide us with any of the following information in relation to a new or existing connection at our request:
 - (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; and
 - (v) details of your eligibility for any concession.
- (b) AGL may also require from you:
 - (i) a Security Deposit, in accordance with clause 10; and/or
 - (ii) payment for any debt owed by you to AGL for gas 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, subject to the Regulatory Requirements, 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; or
 - (iii) the contract administration fee listed in the Fee Schedule.

3. The duration of an Energy Plan

3.1 The Energy Plan End Date

- (a) Your applicable Energy Plan End Date is determined by the Offer, after which, sale and Supply of gas under this Market Contract continues in accordance with clause 3.2 until this Market Contract ends under clause 4.

3.2 Consequences of expiry of an Energy Plan Period

- (a) Unless we provide you with notice of the matters set out under clause 3.2(c), from the date of the Energy Plan End Date your Energy Plan ends and the sale and Supply of gas under this 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.
- (b) Otherwise, the sale and Supply of gas 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 and Rates specified in the notice we provide you in accordance with clause 3.2(c).
- (c) We may notify you in writing, not more than 40 Business Days and not less than 20 Business Days prior to the Energy Plan End Date, of:
 - (i) the date of the Energy Plan End Date;
 - (ii) the terms of the new Energy Plan that will apply after the Energy Plan End date;
 - (iii) the discount or reward that will apply under your new Energy Plan after the date that the change takes effect; and
 - (iv) alternative Energy Plans that are available to you.
- d) Where the Energy Plan Period is for less than one month, we must give you the notice referred to in clause 3.2(c) at the commencement of the Energy Plan Period.
- e) If we vary your Rates or terms in any new or continued Energy Plan under this clause 3.2, you may terminate the Market Contract under our Fair Contracting Promise in Clause 14.

4. Rights to end 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 if it is terminated by you or us under this clause 4.
- (b) Except as provided in clause 4.1(g), if this Market Contract is terminated it will end on the earliest of:
 - (i) on the date you and AGL agree to terminate it;
 - (ii) on the effective date of termination under clause 1.3(b), 2.1, 4.1(e), 4.1(f), 4.2, 12.3 or 14; or
- (c) in any other circumstances, 20 Business Days after the date on

which notice of termination is given either by you or AGL. In addition to our other rights to terminate this Market Contract, we may terminate this Market Contract if:

- (i) you become insolvent, go into liquidation or commit an act of bankruptcy; or
 - (ii) you commit a substantial breach of this Market Contract which is not capable of remedy or where the substantial breach is capable of remedy where you have not remedied such breach within 7 Business Days of AGL providing written notice to you.
- (d) We will not end this Market Contract if you commit a breach of this Market Contract (other than a substantial breach of this Market Contract) unless:
- (i) we have a right to Disconnect Supply under this Market Contract, a Regulatory Requirement or a Relevant Code; and
 - (ii) we have Disconnected Supply at all the Supply Addresses that are covered by this Market Contract.
- (e) You may terminate this Market Contract at any time by giving notice to us not less than 3 Business Days before the day on which you want this Market Contract to end.
- (f) Despite any other provision of this Market Contract, this Market Contract will not end until:
- (i) if this Market Contract ends because you have entered into a different contract with us, the Cooling-off Period (if any) for the new contract ends;
 - (ii) if this Market Contract ends because you have entered into a contract with a different retailer, you have been transferred to the other retailer in accordance with the Retail Market Rules; or
 - (iii) if this Market Contract ends because we have Disconnected your Supply, you no longer have any right to Reconnection under this Market Contract, a Regulatory Requirement or a Relevant Code.
- (g) 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 are intending 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 if you do not provide access to Read the Meter on the date agreed in clause 4.2(a)(i).
- (b) If you move out of the Supply Address and do not give AGL notice in accordance with clause 4.2(a), subject to the Regulatory Requirements, this Market Contract will end in accordance with clause 4.1.
- (c) 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.
- (d) If you reasonably demonstrate to us that you have been

forced to vacate the Supply Address (for example, because you have been evicted) with less than 5 days' notice, we will not require you to pay charges for the Supply Address beyond the date you give us notice.

4.3 What happens when this Market Contract ends?

- (a) We may:
 - (i) arrange to Disconnect your Supply (if we have not already); and
 - (ii) arrange for a final Meter Reading, on the day on which this Market Contract ends.
- (b) We may then issue you with a Final Bill.
- (c) We may, subject to the provisions of any Regulatory Requirement or a Relevant Code, charge you a fee for the Disconnection of your Supply, your final Meter Reading and Final Bill.
- (d) We or the Distributor may remove any Network Equipment at the Supply Address at any time after the day on which this Market Contract ends. You must give us and the Distributor safe and unrestricted access to the Supply Address for this purpose.
- (e) If this Market Contract ends and you wish us to Supply gas to you again, you must enter into a new contract with us.

5. Variation of this Market Contract

- (a) Except as provided in clause 6.5, unless prohibited by the Regulatory Requirements, we may vary this Market Contract by providing you with written notice of the variation.
- (b) We may vary this Market Contract by providing you with written notice of the variation without requiring your consent or any other action from you where the amendment is required for the Market Contract to remain consistent with a Regulatory Requirement.
- (c) You may end this Market Contract under clause 14 if you do not agree to the variation.
- (d) If AGL varies this Market Contract under clause 5(a), that variation takes effect on the date AGL specifies at least 20 Business Days after the date of the relevant notice of variation.
- (e) Despite clause 5(c), AGL may specify any date after the date of the relevant notice of variation for the variation to take effect if the variation is made:
 - (i) to accommodate any change in any Regulatory Requirements;
 - (ii) to make an administrative or typographical change; or
 - (iii) to make the terms of this Market Contract more favourable to you.
- (f) 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. Rates, Fees and Charges

6.1 What are our Rates and other Charges?

- (a) You must pay us the Rates that apply to you for gas we supply under this Market Contract.
- (b) In addition to the Rates, you must pay us any other Charges and Fees which apply to you. These include Charges and Fees in connection with the following:
 - (i) account establishment (clause 2.4(d)(i));
 - (ii) gas connection (clauses 2.1(h) and 2.3(b));
 - (iii) Reconnection (clause 12.1(c) and 12.2(b));
 - (iv) Meter Reading (clause 2.4(d) and 8.6(e));
 - (v) Meter testing (clause 8.9);
 - (vi) Disconnection, final Meter Reading and Final Bill (clauses 4.3(c) and 11.2);
 - (vii) payment of bills, including late payment (clause 8.13);
 - (viii) provision of certain information and data (see for example clauses 8.10 and 17.2(c));
 - (ix) charges from your Distributor or Meter Service Provider relating to the sale and Supply of gas at the Supply Address that:
 - A AGL directly passes through to you; and
 - B AGL does not otherwise bill you for as a component of any Charges;
 - (x) contract administration (clause 2.4(d)(iii), 8.1(b) and 8.16(c));
 - (xi) moving out (clause 4.2(c));
 - (xii) any other Charges and Fees as are published on our Website from time to time.

We will publish our Charges and Fees on our Website from time to time.

6.2 What are the Rates?

- (a) There are 2 main types of Rates: (1) a Residential Rate; and a (2) Non-Residential Rate. There are also different Residential Rates and Non-Residential Rates that apply depending on which Supply Area the Supply Address is located in.
- (b) What Rate you pay depends on your circumstances and will be identified on your bill. Further information about how we determine what Rate you pay is contained in clause 6.4.

6.3 What is included in the Rates?

- (a) Each Rate includes:
 - (i) a fixed component – the amount of this component stays the same regardless of the amount of gas consumed at the Supply Address; and
 - (ii) a usage component – the amount of this component changes based on the amount of gas consumed at the Supply Address.
- (b) The fixed component and the usage component are specified in the Rates that are published on our Website.
- (c) The Rates do not include the additional Charges and Fees that we may charge you under this Market Contract. Those Charges and Fees are listed in clause 6.1(b) or as published on our Website from time to time.

6.4 Which Rate do you pay?

- (a) You will either pay a Residential Rate or a Non-Residential Rate, depending on your circumstances.
- (b) Unless you qualify to pay the Residential Rate, you will pay the Non-Residential Rate.
- (c) The Gas Tariff Regulations set out the eligibility criteria for paying the Residential Rate. Under those regulations, to qualify to pay the Residential Rate the Supply Address must be a Dwelling (or another place to which the Supply is separately Metered) and the Supply must be solely for residential use.

6.5 Informing you of variation of Rates, Fees or Charges

- (a) If we change our Rates or any of our Charges or Fees, we will publish the change and the date it takes effect in the Government Gazette if required by law, in a major newspaper circulating in the Supply Area or on our Website.
- (b) If the change affects you, we will provide you with written notice of the variation and the date it takes effect as soon as practicable after the variation is gazetted (if required) or published in the newspaper or on our Website and in any event, no later than on your next bill.

6.6 Variable Rate Energy Plans

- (a) Unless your Energy Plan Rates are fixed rates, AGL may vary your Rates or introduce a new Rate by providing you with notice in accordance with clause 6.5.
- (b) When AGL varies your Rates under clause 6.6(a), your new Rates will be the published Rates that relate to the Standard Form Contract applicable to your Supply Address unless we indicate otherwise in writing to you.

6.7 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 1.4 if your Rates are not correct for your Supply Address, if your Meter type changes or if your Rates were applied based on incorrect information;
- (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.

6.8 Variation of Fees

AGL may vary your Fees or introduce a new Fee by providing you with written notice in accordance with clause 6.5.

6.9 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; and
 - (ii) the continued availability of the corresponding distribution tariff from your Distributor in relation to the Supply Address.
- (b) You must inform us if there is a change in:
 - (i) the nature of your gas 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, we may, with prior notice, 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 8.11 or 8.12 will apply.
- (d) We will notify you of any variation to your Charges under this clause 6.9 in accordance with clause 6.5, and you may elect to terminate this Energy Plan in accordance with clause 14.

6.10 Availability of alternative tariffs

Depending on the Meter configuration at the Supply Address and the availability of alternative tariffs offered by your Distributor, we may offer different tariffs for the consumption of gas at the Supply Address.

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 will send bills to that email address, unless you request for us to send your bills to a postal address or we otherwise determine that your email address is not valid.
- (b) If you are eligible to receive your bills via an email address, but you request to receive paper bills, we may charge you the paper bill fee listed in the Fee Schedule.
- (c) We will send bills to the address nominated by you 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'**.

- (d) The billing period identified in the Offer will not, unless you agree otherwise or it is otherwise permitted by law, be less than once a month and will be at least once every 3 months.
- (e) By written notice to you we may alter your Usual Billing Period as long as the new billing period is no less than the minimum, and no longer than the maximum, period permitted under the Regulatory Requirements (and in any event no longer than 100 days or such other period agreed by you) and we otherwise comply with the Regulatory Requirements. You may opt out by contacting AGL within 5 business days of receiving our notice.

8.2 What your bill will contain

Unless you agree otherwise, the bills we send to you will include the information required by the Regulatory Requirements, including, for the relevant billing period, the following information:

- (a) your name and account number;
- (b) the Meter or property number;
- (c) the Supply Address and any relevant mailing address;
- (d) the dates of the current Meter Readings or (if applicable) estimated current Meter Readings;
- (e) the current Meter Reading and previous Meter Reading or (if applicable) estimated current or previous Meter Readings;
- (f) your total actual consumption or (if applicable) estimated total consumption;
- (g) the average daily consumption and average daily cost;
- (h) the number of days in the billing period;
- (i) the Rate that applies to you;
- (j) if you are paying the Residential Rate, details of any concessions that are available to you from us or the government, how you can find out about your eligibility for those concessions and the value and type of any concessions that we administer;
- (k) the amount of any other Charges, Fees or bill adjustments and (if applicable) details of the good or service provided;
- (l) the amount of any overdue amounts or outstanding credit;
- (m) any late payment fee for overdue amounts;
- (n) the total amount due (taking into account any payment or payment plan you have agreed with us) or in credit;
- (o) the Due Date for the bill;
- (p) details of any Security Deposit you have provided to us;
- (q) the ways you can pay your bill (including the availability of any payment plan) and what assistance is available if you are having trouble paying your bill;
- (r) our telephone number for billing and payment enquiries and complaints or if you are experiencing payment difficulties;
- (s) the availability of interpreter services;
- (t) the Distributor's 24 hour telephone number for faults and emergencies; and
- (u) the contact details of the Ombudsman.

We will separately itemise in your bill the Rates, Charges, Fees and adjustments payable by you for the billing period.

8.3 Allocation of payment for additional goods and services

- (a) If we bill you for goods or services in addition to selling gas, those items will either be billed separately or as separate items on the bill.
- (b) 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 then to the oldest debt first.
- (c) If we apportion payments made by you in a manner other than in accordance with clause 8.3(b) due to operational requirements, we will not charge you any additional Fees or interest as a result of apportioning in that alternative manner.

8.4 Calculation of bills

- (a) Your bills will be calculated based on the amount of gas consumed (or estimated to be consumed) at the Supply Address during the Usual Billing Period (using information obtained from Reading the Meter or otherwise in accordance with this Market Contract).
- (b) To calculate the amount of gas consumed, we take the volume of gas consumed (measured in cubic metres) and then apply the applicable Heating Value to it, to convert the volume to an amount (measured in units of energy in gas). The Heating Value is determined by the Distributor at various places on the Distribution System and may change from time to time.
- (c) We may calculate consumption through the measurement of gas from a master Meter and use other measurement devices to calculate bills for individual usage of a product (if required).

8.5 Meter Reading

- (a) We will use our best endeavours to ensure that a Meter Reading is carried out as frequently as is needed to prepare your bills, consistently with the Regulatory Requirements and Relevant Codes, and in any event at least once every 12 months.
- (b) We may accept your Reading of the Meter, at our discretion. If we accept your Reading, we will not make any adjustment to the bill for the billing period based on your Reading if we subsequently Read the Meter and find an error in your favour.
- (c) We may charge you the Special Meter Reading fee listed in the Fee Schedule if you request us to obtain a Special Meter Reading.

8.6 Estimating your usage

- (a) We may estimate the amount of gas consumed at the Supply Address if:
 - (i) the Meter cannot be Read or your Metering data is not obtained because of your actions or reasons beyond our control (for example, if access to the Meter is not given or the Meter breaks down, is tampered with, is bypassed, or is faulty);
 - (ii) you are vacating the Supply Address and require a Final Bill immediately;
 - (iii) we are otherwise permitted to do so under this Market Contract, including in accordance with clause 8.5(b); or
 - (iv) you otherwise consent.
- (b) If we estimate your consumption, we will do so on the basis of:
 - (i) your prior billing history; or

- (ii) if you do not have a prior billing history, the average consumption:
 - (1) at the Supply Address;
 - (2) at the Rate you are paying; or
 - (3) for your type of Meter.
- (c) If we estimate the amount of gas consumed at the Supply Address to calculate a bill, we will:
 - (i) clearly state on the bill that it is based on an estimation, that you can request the basis and reason for the estimation, and a verification of an estimation and a Meter Reading; and
 - (ii) when your Meter is later Read, except for your Final Bill, adjust your next bill for the difference between the estimate and the gas actually consumed.
- (d) If a later Meter Read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, in accordance with clause 8.12.
- (e) If the Meter has not been Read due to your actions, and you request us to replace the estimated bill with a bill based on an actual Reading of the Meter, we will comply with your request provided you allow us access to the Meter. We may charge you the Special Meter Reading fee listed in the Fee Schedule for doing so.

8.7 Bill adjustments

- (a) 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 gas 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.
- (b) 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.
- (c) Subject to the Regulatory Requirements, we may include in a bill relating to the Supply Address any amount payable to us for the sale and Supply of gas by us to you at a Supply Address you have vacated.

8.8 Review of bills

- (a) At your request and subject to the Regulatory Requirements we will review your bill in accordance with our complaints and dispute resolution procedure.
- (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 8.8(a) and 8.8(c) shows a bill to be:
 - (i) correct, you must pay the amount of the bill in full or may request a Meter test under clause 8.9; or
 - (ii) incorrect (including where we have failed to bill any amount to you), then clause 8.11 or 8.12 will apply.

8.9 Meter testing

- (a) If after the completion of the bill review process 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 listed in the Fee Schedule. 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 8.9(a), and clause 8.11 or 8.12 will apply.

8.10 Your historical billing information

Upon request and if the relevant information is available, we will give you information about your billing history for the previous 2 years free of charge. However, we may charge you a reasonable Charge if you require information going back more than 2 years or we have already given you this information in the previous 12 months, unless the data is required for the purposes of or in connection with a complaint you have made to the Ombudsman.

8.11 Overcharging

If you were overcharged as a result of your Distributor'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.

8.12 Undercharging

- (a) If you were undercharged (including a failure to charge you any amount), we will recover the amount undercharged in accordance with 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 agreed instalments in accordance with the Regulatory Requirements.
- (d) You will not be charged interest on any undercharged amount.

8.13 Payments

- (a) The available methods of paying each bill are as set out in the Offer or on the back of each bill or as otherwise agreed from time to time.

These methods include:

- (i) paying in person;
- (ii) paying by mail;
- (iii) paying by direct debit;
- (iv) paying electronically by credit card, BPAY, PayPal or Centrepay (if you are a Small Residential Customer); or
- (v) paying by credit or debit card over the telephone.

If you will be away from the Supply Address for a long period (for example, on holiday or because of illness), and will not be able to pay us using one of the methods listed above, you may pay your bill in advance or ask us to redirect your bill to another address.

- (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, and if the Regulatory Requirements do not prohibit us from doing so, 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 8.17; or
 - (iv) begin the process for Disconnection in accordance with clause 11.1.
- (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.

8.14 Concessions

Discounts and rebates for eligible concessions 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.

8.15 If you have trouble paying

- (a) You must tell us if you are experiencing difficulty paying your bill, if you need payment assistance or if you are experiencing financial hardship.
- (b) We will give you the payment assistance we are required to under the Regulatory Requirements, including providing you with information about:
- (i) relevant government funded energy charge rebate schemes, concession schemes or relief schemes;
 - (ii) relevant instalment plans we offer, that allow you to pay amounts you owe us by making regular payments over an agreed time period;
 - (iii) the right to have the bill redirected to another person at no Charge; or
 - (iv) information about independent financial counselling services and relevant consumer representatives that are available to assist you.
- (c) Additional assistance may be available to you under our Customer Hardship Policy and the Regulatory Requirements if you are a customer experiencing payment difficulties or financial hardship. A copy of our Customer Hardship Policy is available on our Website or on request.

8.16 Direct Debit and Bill Smoothing

- (a) You may elect to automatically pay your gas bills by direct debit from an account you nominate.
- (b) If eligible, you may elect to spread the estimated total cost of your annual gas 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 verifiable 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.

8.17 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 8.15 and, (regardless of whether you are a Small Residential Customer or Small Business Customer) if you have entered into a payment plan with us, you are not complying with the terms of that payment plan.
- (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) 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 it 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 19.2(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 or adjustments on your bill unless otherwise stated.
- (f) Nothing in this clause 9 affects the operation of clause 8.13(c)(i).

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; and
 - (C) if your direct debit payment fails, except due to our error, you will not receive the Pay On Time Discount for that bill; and
 - (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 due 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, 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) 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; and
 - (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. Security Deposits

10.1 When we can request a Security Deposit

- (a) We may ask you, in accordance with the Regulatory Requirements, to provide a Security Deposit listed in the Fee Schedule:
- (i) before you enter into this Market Contract; and
 - (ii) at any time during the term of this Market Contract.
- (b) We may require that you provide us a Security Deposit if:
- (i) you owe an amount to us in relation to supply at any Supply Address (unless you have disputed the bill relating to that amount and the bill is subject to either a review by us or a complaint to the Ombudsman);
 - (ii) within two years before entering into this Market Contract, you have fraudulently obtained supply, or consumed gas intentionally and unlawfully; or
 - (iii) acting reasonably, we determine that you do not have a

satisfactory payment record or credit history.

- (c) You must provide us with consent to obtain and use your credit history information and any information you hold about your credit history.
- (d) If we require you to provide us a Security Deposit because of our decision referred to in clause 10.1(b)(iii), we must inform you of
 - (i) our decision that you have an unsatisfactory credit history or an unsatisfactory history relating to paying for gas supplied to you, and the reasons for that decision; and
 - (ii) our complaints handling procedures and the Ombudsman scheme.

10.2 The amount of a Security Deposit

- (a) The amount of your Security Deposit will be no more than 37.5% of your estimated bills over a 12 month period.
- (b) We will calculate your estimated bill using your billing history or by reference to the average consumption of similar customers or business types over a comparable 12 month period.

10.3 Treatment of and interest on Security Deposits

If you have paid a Security Deposit, we must:

- (a) keep that Security Deposit in a separate trust account;
- (b) separately identify that Security Deposit in our accounting records; and
- (c) pay you interest on the Security Deposit (which accrues daily at the Bank Bill Swap Rate and is capitalised every 90 days unless paid).

10.4 Use of a Security Deposit

- (a) We may use your Security Deposit, and any interest earned on the Security Deposit, to offset any amount that you owe under this Market Contract which is not subject to a genuine dispute in accordance with our complaints and dispute resolution procedure:
 - (i) if you fail to pay a bill and as a result we disconnect the Supply Address (and you have no right to reconnection under this contract);
 - (ii) if you fail to pay a bill and we agree to use the Security Deposit to avoid possible Disconnection of the Supply Address;
 - (iii) if you fail to pay a Final Bill;
 - (iv) if you have an outstanding debt and are transferring to a different retailer; or
 - (v) at your request, if you are vacating the Supply Address or request Disconnection of the Supply Address.
- (b) If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you and pay you the balance (if any) within 10 Business Days.

10.5 Repayment of a Security Deposit

- (a) We must return your Security Deposit and any accrued interest within 10 Business Days of the following circumstances occurring:
 - (i) if you pay our initial bills by the relevant pay-by-dates for a continuous period of 2 years; or

- (ii) if you stop purchasing gas at the Supply Address under this Market Contract (including when you leave the Supply Address, when we disconnect Supply at the Supply Address at your request, or when you transfer to another retailer).
- (b) If you do not give us any reasonable instructions, we will credit the amount of the Security Deposit, together with any accrued interest, to:
 - (i) your next bill (if clause 10.5(a)(i) applies); or
 - (ii) your final bill (if clause 10.5(a)(ii) applies).

10.6 Failure to pay a Security Deposit

If you are required to pay a Security Deposit and fail to do so (in whole or in part), we may, to the extent permitted by the Regulatory Requirements and Relevant Codes:

- (a) Disconnect Supply or cause Disconnection to occur at your premises; or
- (b) refuse to reconnect Supply.

11. Disconnection

11.1 Disconnection of the Supply Address

- (a) Where we have complied with all relevant obligations under the Regulatory Requirements, we may ask your Distributor or Meter Service Provider to disconnect the Supply of gas to the Supply Address ('**Disconnection**') if:
 - (i) you ask us to;
 - (ii) you fail to pay a bill for the Supply Address (or a prior supply address) by the Due Date, and the other requirements set out in clause 11.5 are satisfied;
 - (iii) due to your acts or omissions we, or the Distributor or Meter Service Provider cannot access the Supply Address to Read your Meter for three consecutive Scheduled Meter Readings, and the other requirements set out in clause 11.6 are satisfied;
 - (iv) 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;
 - (v) you obtain gas from us or the Distribution System illegally, or otherwise than in accordance with the Regulatory Requirements;
 - (vi) you refuse to pay, or do not pay the full amount of a Security Deposit we require in accordance with clause 10 and we have given you at least 5 Business Days' written notice of our intention to Disconnect the Supply Address;
 - (vii) for reasons of health and safety, and the other requirements set out in clause 11.7 are satisfied;
 - (viii) in an Emergency;
 - (ix) for reasons of planned maintenance on, or change to, the Distribution System, and we have used our best endeavours to notify you of such Disconnection in accordance with our notice obligations under clause 15.2;
 - (x) you are a new customer in relation to us at the Supply Address and you fail to provide us with Acceptable Identification we require; or
 - (xi) we are otherwise entitled or required to do so under the Regulatory Requirements, Relevant Codes or by law.
- (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 Energy Plan.

11.2 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.
- (c) If the Meter at the Supply Address is removed at your request, we may charge you the Meter removal fee listed in the Fee Schedule.

11.3 Restrictions on Disconnection

We will not arrange Disconnection otherwise than in accordance with the Regulatory Requirements and Relevant Codes. In particular we will not arrange Disconnection of gas:

- (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 the Ombudsman (or other external dispute resolution body) that directly relates to the reason for Disconnection remains unresolved;
- (c) on a Friday, Saturday or Sunday;
- (d) on a day prior to or on a public holiday;
- (e) after 3pm on a weekday other than a Friday; or
- (f) if you have given us a written statement from a Medical Practitioner to the effect that Supply is necessary to protect the health of a person who lives at the Supply Address and you have entered into arrangements acceptable to us in relation to payment for gas supplied, unless Disconnection is required under the Gas Standards Act.

11.4 Exceptions to clause 11.3

The restrictions on our right to Disconnect set out in clause 11.3 (other than those set out in clause 11.3(f)) do not apply if the Disconnection is:

- (a) requested by you;
- (b) required by law;
- (c) carried out for Emergency reasons;
- (d) the result of a planned interruption; or
- (e) to prevent unauthorised use of gas.

11.5 When we must not arrange Disconnection for failure to pay a bill

- (a) We must not arrange Disconnection for your failure to pay a bill, unless:
 - (i) the unpaid amount relates to gas supply;
 - (ii) we have given you:
 - (A) a Reminder Notice, not less than 14 Business Days after the date we issued your bill, informing you that payment is overdue and requiring payment to be made on or before a further date, which will be not less than 20 Business Days after the date the bill was

- issued; and
 - (B) if you still have not paid your bill on or before the date specified in the Reminder Notice, a Disconnection warning notice in writing at least 22 Business Days after the date we issued your bill, informing you that the Supply Address will be Disconnected unless payment is made on or before a specified date (which will be not less than 10 Business Days after the date of the Disconnection warning notice);
 - (iii) if an amount is prescribed in accordance with the Regulatory Requirements, the unpaid amount is at least equal to that amount and you have not agreed with us to repay the unpaid amount;
 - (iv) we have offered you alternative payment options, which you have not accepted within 5 Business Days, or accepted but you have refused or failed to take reasonable action to settle the debt in the required period; and
 - (v) where we are required to do so, we have given you information on any available government funded concessions.
- (b) We will:
- (i) use our best endeavours to contact you and inform you of a proposed Disconnection; and
 - (ii) not disconnect you until at least 1 Business Day after the date that we say we will Disconnect your Supply.

11.6 When we must not arrange Disconnection for failure to give access to a Meter

We must not arrange Disconnection for your failure to give access to a Meter, unless:

- (a) each time we couldn't get access to the Meter, we gave you at least 5 Business Days' written notice:
 - (i) advising of the next date or timeframe of a Scheduled Meter Reading at the Supply Address;
 - (ii) requesting access; and
 - (iii) informing you that we can arrange Disconnection if you fail to provide access;
- (b) we gave you an opportunity to offer reasonable alternative access arrangements;
- (c) we gave you at least 5 Business Days' written notice of our intention to Disconnect the Supply Address; and
- (d) we have used our best endeavours to contact you and inform you of the proposed Disconnection.

11.7 When we must not arrange Disconnection for health and safety reasons

We must not arrange Disconnection for health and safety reasons, unless:

- (a) we have given you written notice of the reason;
- (b) where it is possible for you to do so, we have given you 5 Business Days to remove the reasons; and
- (c) we have given you a further notice of at least 5 Business Days of our intention to Disconnect the Supply Address.

11.8 Our obligations on Disconnection following Emergency

If we Disconnect the Supply Address because of an Emergency,

we will provide a 24 hour telephone number so you can find out details of the interruption and its expected duration. We will use our best endeavours to have your gas turned back on as soon as possible.

12. Reconnection of your Supply Address

12.1 When we must arrange Reconnection

- (a) Subject to the provisions of any Regulatory Requirement or Relevant Code, we must request the Distributor to Reconnect the Supply Address if:
 - (i) within 10 Business Days of the Supply Address being Disconnected for failure to pay, you pay the overdue amount or make an arrangement for its payment;
 - (ii) within 10 Business Days of the Supply Address being Disconnected for denial of access to a Meter, you provide access to the Meter;
 - (iii) within 10 Business Days of the Supply Address being Disconnected for unlawful consumption of gas, you pay for the gas consumed; or
 - (iv) within 10 Business Days of the Supply Address being Disconnected for refusal to pay a Security Deposit, you pay us the Security Deposit.
- (b) Subject to the provisions of any Regulatory Requirement or Relevant Code, if the Supply Address was Disconnected because of an Emergency or for health, safety or maintenance reasons, we will use our best endeavours to arrange Reconnection of the Supply Address as soon as possible (and in any case within 20 Business Days) if the situation or problem giving rise to the need for Disconnection has been rectified.
- (c) Except where clause 12.1(b) applies, we may charge you the reconnection fee listed in the Fee Schedule as a condition of Reconnection of the Supply Address to the Distribution System.

12.2 When Reconnection will occur

- (a) We will:
 - (i) use our best endeavours to arrange Reconnection on the day you request it, if you make your request before 3pm on a Business Day; or
 - (ii) arrange Reconnection as soon as possible on the next Business Day, if you make your request after 3pm on a Business Day or on a day other than a Business Day.
- (b) If you ask us to arrange for same-day Reconnection after 3pm on a Business Day but before the close of normal business (5pm), we will do so but may charge you the after hours reconnection fee listed in the Fee Schedule.

12.3 When we can end this Market Contract following Disconnection

We may end this Market Contract 10 Business Days following Disconnection if the requirements in clause 12.1(a) or 12.1(b) (whichever applies) are not met.

13. Other obligations you have

13.1 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. 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 nominated postal address or email address at which you will receive your bills, are correct; and
 - (iii) inform us if there is any change to information you have previously given us;
- (c) tell us if you enter into an agreement with any third party to receive payment or other consideration in return for you reducing or suspending your consumption of gas 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 gas by you for the Supply Address;
- (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;
- (f) not, and must take reasonable steps to ensure others do not, turn gas on at the Meter, without our permission, if we or the Distributor have turned the gas off; and
- (g) give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

13.2 Unauthorised access to gas

- (a) If you obtain gas from us or the Distribution System illegally, or otherwise than in accordance with the Regulatory Requirements, clause 8.15 does not apply, and we may:
 - (i) arrange Disconnection;
 - (ii) estimate the quantity of gas 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, 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.

13.3 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 gas, including to:

- (a) Read, install, inspect, test, repair, maintain, exchange or remove the Meter;
- (b) connect, Disconnect or Reconnect the Supply of gas to the Supply Address; and
- (c) inspect, test, repair, or maintain gas installations, or the Distribution System.

13.4 Protection and maintenance of gas Supply

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

- (a) keep the gas installation at the Supply Address in good condition, free from damage and interference;
- (b) only permit an accredited installer to perform work on a gas installation; and
- (c) subject to clause 13.4(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.

13.5 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.

14. Our fair contracting promises

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) the relevant variation is of no effect and does not form part of this Market Contract;
- (b) this Market Contract will end on the date we receive your notice; and
- (c) from the date this Market Contract ends until you or any other person enter into another gas 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 gas.

15. Our obligations

15.1 Supply standards and interruptions

- (a) As your retailer we do not control or operate the Distribution System, and we cannot control the quality, frequency and continuity of gas Supply to the Supply Address, nor can we control the period within which related services will begin or be completed.
- (b) Gas Supply may be interrupted or reduced for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, due to any circumstances beyond our reasonable control or where otherwise permitted under the Regulatory Requirements. In these cases we will provide a 24 hour telephone number so you can find out details of the interruption and its expected duration. When we undertake maintenance, we will use our best endeavours to minimise any interruptions or Disconnection because of it.
- (c) Our obligations in relation to the quality of gas Supply are limited to the extent that the Distribution System or the quality of gas Supply is adversely affected by your actions or equipment.

15.2 Notice of work

Except in the case of an Emergency, suspected illegal use or routine Meter replacements, if we or the Distributor or Meter Service Provider wish to inspect, repair, test, exchange or maintain

the Meter or the Distribution System including the Supply Address (including where we need to Disconnect the Supply Address for that purpose), we will give you:

- (a) at least five Business Days' prior notice for planned maintenance where it is practical to do so;
- (b) notice if and when it is practical to do so if access to the Supply Address is required for any other reason (other than where clause 15.2(c) applies). In such a case, we or the Distributor or Meter Service Provider are entitled to access the Supply Address immediately; or
- (c) such longer period that we or the Distributor are required to give you under the Regulatory Requirements and Relevant Codes.

16. Our liability

- (a) To the extent that we have title in gas sold by us to you, title and risk in all gas 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 16 will apply in addition to, and will 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 gas Supply or a defect in the gas Supplied to the Supply Address; or
 - (ii) some characteristic of the gas made it unsuitable for some purpose.
- (f) To the extent permitted by law, and despite any other provision of this contract, or anything outside of this contract (including tort law), we will in no circumstances be liable to you for any indirect or consequential loss, any business interruption loss, any loss of profits, any loss of opportunity, or any liability to a third party.
- (g) You must indemnify us against injury, loss or damage suffered by a third party in connection with your use of gas 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.
- (h) 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 gas Supply.

- (i) Nothing in this Market Contract varies or excludes the operation of section 11X of the Energy Coordination Act.

17. Information and privacy

17.1 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 sets out the steps we will take to ensure the information we hold about you is dealt with in a confidential manner. It is included on page 41 of this booklet and the most up-to-date version is also available at **agl.com.au** or on request. To the extent of any inconsistency between the Privacy Policy included in this booklet and the version published at **agl.com.au**, the Privacy Policy available at **agl.com.au** will take precedence.

17.2 Access to information

- (a) To the extent we are required to do so by the Regulatory Requirements, on request we will provide you with the following information:
 - (i) all or any part of the terms of this Market Contract, including giving you a copy or referring you to our Website;
 - (ii) information about the Charges payable by you under this Market Contract, and alternative tariffs that are available to you;
 - (iii) a copy of the Customer Contracts Regulations and any Relevant Codes;
 - (iv) information about efficient Energy consumption;
 - (v) eligibility for concessions, rebates or grants that may be available;
 - (vi) billing data, including the current status of your bill or account;
 - (vii) the Meter Readings and Meter registrations connected with your bill; and
 - (viii) contact details for obtaining information about government assistance programs or financial counselling services.
- (b) Unless we are required to give you a document or the information in clause 17.2(a) or 17.2(b) free of charge under the Regulatory Requirements, we may charge a reasonable fee to cover our administration costs which we will advise you of at the time of your request.

18. General

18.1 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.

18.2 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 capable of generating a delivery confirmation report.
- (c) Any communication may be made by Electronic Means but only where the communication by Electronic Means has been agreed between us.
- (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.

18.3 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 is published on our Website, or is available on request.
- (c) If you make a complaint, we must manage your complaint in accordance with the Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organisations and respond to your complaint within the required timeframes set out in our complaints handling and dispute resolution procedure.
- (d) After attempting to resolve your complaint, you may request your complaint be raised to a higher level within AGL, and if you are not satisfied with the outcome, you may contact the Ombudsman. We will provide details of the Ombudsman on your request.

18.4 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.

18.5 Applicable law

This Market Contract is governed by the laws in force in the State of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts in that State.

18.6 Severability

If any clause of this Market Contract is found to be invalid or unenforceable, all other clauses will continue to be valid and enforceable.

18.7 Transfer of your Market Contract

- (a) We may assign or novate our rights and obligations under this Market Contract to another retailer at any time:
 - (i) by notice to you and without your consent, if:
 - (A) that retailer is a related body corporate of AGL; or
 - (B) that assignment or novation 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 assignment or novation.
- (b) Unless we otherwise agree, you cannot assign or novate your rights and obligations under your Market Contract to any third party.

18.8 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 18.8(b)(i) and 18.8(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.

19. Defined terms & interpretation

19.1 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 AGL Sales Pty Limited ABN 88 090 538 337

Ancillary Product means a product or service that we may offer from time to time which is unrelated to the Supply of gas and is compatible with this Market Contract.

Bank Bill Swap Rate has the meaning given in the Customer Contracts Regulations.

Bill Smoothing has the meaning given in clause 8.16(b).

Business Day means a day other than a Saturday, a Sunday or a public holiday in Perth, Western Australia.

Charge means any 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 6.1(b)(ix)).

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,
- (c) 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 Contracts Regulations means the Energy Coordination (Customer Contracts) Regulations 2004 (WA).

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 gas at a supply address and has not entered into a Standard Form Contract or a market retail contract with a retailer.

Disconnection has the meaning given in clause 11.1(a).

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

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

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.

Dwelling means a house, flat, home unit or other place of residence.

Economic Regulation Authority means the body established by the Economic Regulation Authority Act 2003 (WA) which, among other things, administers the licensing of retailers under the Energy Coordination Act.

Electronic Means means any form of electronic communication including email to an agreed email address, or short message service or multi-media message service to an agreed telephone number.

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person in Western Australia, or that destroys or damages, or threatens to destroy or damage, any property in Western Australia.

Energy Coordination Act means the Energy Coordination Act 1994 (WA).

Energy Plan means the terms on which you receive any applicable benefits, rewards and discounts when you receive Supply of gas 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.

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 on our Website or on request.

Final Bill means a bill we issue when you vacate the Supply Address or when you stop purchasing gas from us at the Supply Address or when the Supply Address is Disconnected.

Gas Customer Code means the Compendium of Gas Customer Licence Obligations comprised in Schedule 2 to a gas trading license issued under the Energy Coordination Act as in force

from time to time.

Gas Standards Act means the Gas Standards Act 1972 (WA).

Gas Tariff Regulations means the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

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

Heating Value means the amount of energy in a given volume of gas.

Market Contract means a contract for the sale and Supply of gas 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; 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.

Medical Practitioner means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession.

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

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

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

MIRN means the 'Meter Installation Registration Number' which links your gas Meter with the Supply Address.

Network Equipment means the Meter, and any pipes, apparatus or other equipment used for or in connection with the Supply of gas at the Supply Address, excluding Your Equipment, that is owned by us or the Distributor.

Non-Residential Rate means a Charge for the supply of gas used other than for residential purposes.

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.

Ombudsman means the Energy and Water Ombudsman Western Australia appointed under an approved scheme under the Energy Coordination Act, details of which are available at

<http://www.ombudsman.wa.gov.au/energyandwater/index.html> or by calling 1800 754 004.

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

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

Privacy Act means the Privacy Act 1988 (Cth).

Rates means per-unit Charges that apply to your Energy Plan, which include fixed and usage rates.

Reading means a physical inspection of a Meter, or processed data from an interval Meter, which indicates at a point in time the quantity of gas that has passed through the Meter.

Reconnection means the reconnection of the Supply of Gas to 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 Western Australia that apply to our supply of gas to you under this Market Contract, including the Retail Market Rules, Energy Coordination Act, Customer Contracts Regulations, Gas Tariff Regulations and the Gas Customer Code.

Relevant Codes means the codes, standards and similar documents that apply to our supply of gas to you under this Market Contract, including, the Gas Marketing Code of Conduct 2015 (WA), the Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organisations and the Gas Customer Code.

Reminder Notice means a notice we give you reminding you to pay a bill.

Residential Rate means a Charge for the supply of gas used for residential purposes.

Responsible means where a retailer is financially responsible for gas Supplied under the Retail Market Rules.

Retail Market Rules has the meaning given in section 11ZOA of the Energy Coordination Act.

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

Security Deposit means an amount of money or other arrangement acceptable to us as security against you defaulting on a bill in accordance with the Customer Contracts Regulations.

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

Small Residential Customer means a Small Use Customer who acquires gas solely for personal use at the Supply Address.

Small Use Customer means a person who buys or wants to buy gas from a retailer, whose consumption of gas is less than 1 terajoule a year and who is either a Small Residential Customer or Small Business Customer.

Special Meter Reading means where we obtain a Meter Reading at a time other than the time of a Scheduled Meter Reading.

Standard Form Contract means a standard form contract for the sale and Supply of gas applicable to a Supply Address, required to be offered to you under the Regulatory Requirements.

Supply means the delivery of gas 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 gas 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 gas.

Supply Area means the mid-west/south-west geographical area in Western Australia.

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

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).

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

We, our or us means AGL.

Website means the website available at agl.com.au.

you or your means you, the customer to whom this Market Contract applies.

Your Equipment means the pipes and equipment that is located after (downstream of) the point that gas leaves the Meter for the Supply Address and excludes the Network Equipment.

19.2 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:
 - (ii) dates from a given day, or the day of an act or event, is to be calculated exclusive of that day; or
 - (iii) commences on a given day, or the day of an act or event, is to be calculated inclusive of that day;
- (i) 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;
- (j) 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 gas;
 - (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
- (k) 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.

20. How you can contact us

You can contact us at our registered office address:
Level 24, 200 George Street, Sydney, NSW 2000

By post: AGL Energy Limited
Locked Bag 17
Cloisters Square PO, WA 6850

By telephone: **131 245**

By email at: **customer.solutions@agl.com.au**

Via our Website at: **agl.com.au**

We may change our contact details from time to time.
We will publish any changes.



Privacy Policy

(including Credit Reporting Policy)

Effective 15 November 2023

Privacy Policy

Contents

1.	About us	43
2.	Your privacy is important to us	43
3.	What information do we collect?	43
4.	How do we use your information?	48
5.	Who do we share your information with?	50
6.	Keeping your information safe	51
7.	Accessing, updating and correcting your information	53
8.	Making a privacy complaint	53
9.	Contact us	55

1. About us

This policy describes how AGL Energy Limited (AGL) and its related companies (AGL Group) handle your personal information and credit-related information.

The AGL Group is an integrated energy company listed on the Australian Securities Exchange that engages in the delivery of multi-service energy and telecommunication retailing, including electricity, gas, broadband internet, mobile and home phone services and other products to customers, including retail, business and commercial customers. We also offer services relating to smart and connected devices, electric vehicles, renewable power and decentralised energy.

You can find out more about AGL on our website agl.com.au/who-we-are. Some members of the AGL Group maintain individual privacy and credit reporting policies, available on the website of that AGL Group member and, if they do, that individual policy will apply instead.

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.

Personal information has the meaning given in the Privacy Act 1988 (Cth) and includes information or an opinion that identifies you or from which you can be reasonably identified.

Credit-related information means credit information and credit eligibility information as defined in the Privacy Act, and includes 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.

Sensitive information has the meaning given in the Privacy Act and includes information or an opinion about your racial or ethnic origin, political opinions or associations, religious beliefs or affiliations, philosophical beliefs, professional or trade association or union membership, sexual orientation or practices, criminal records, health information, genetic information and biometric information and templates.

When we collect this information, we follow the obligations set out in the Privacy Act and the Privacy (Credit Reporting) Code 2014.

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, including other AGL Group members.

We only collect your personal information when an AGL Group member needs 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 and which products and services we provide you, with the purposes for collecting the information set out in section 4 of this policy. Here are some examples.

Information we collect from you

We collect the full name and contact details (landline, mobile, email) of AGL Group member customers and their authorised representatives as well as shareholders, business contacts, job applicants, 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), information about your property that you tell us and information about your interactions and transactions with us.
- **If you have an energy plan with us:** the items referenced in 'if you are a customer' as well as information about your use of our energy products and services including energy usage and consumption information at your premises. 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, as well as information that we may be required to collect under energy laws or at the request of a government agency.
- **If you have a telecommunications plan with us:** the items referenced in 'if you are a customer' as well as information about which telecommunications products and services we provide you (including information about devices), your use of those products and services including phone, internet and network usage, such as the time and duration of your communications, as well as information that we may be required to collect under telecommunication laws or at the request of a government agency.
- **If you are an authorised contact or representative on another person's account:** date of birth, address, your relationship with our customer, consumption history (where relevant), payment details, business/trading name and ABN (if applicable) and information about your organisation's property and operations (if applicable) that you tell us.
- **If you are a representative of an AGL Group member customer under the Consumer Data Right (CDR) regime:** your address and date of birth. If you are given an authority to act on behalf of an AGL Group member customer under the CDR regime, we will also collect details of your authority (such as the type, scope and duration of the authority) under which you have been appointed to act from relevant documents provided by you or the customer. For more details, see '**Information we collect under the consumer data right regime**' below.
- **If you are an owner of a site used by an AGL Group member or own a site with AGL Group assets (or are an authorised contact or representative of an owner):** your bank account details, business address and ABN (if applicable).
- **If you lodge a complaint with us:** your physical address.
- **If you are a shareholder:** your physical address and 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.
- **If you are a contractor of an AGL Group member:** your organisation, date of birth and physical address.

- **If you access an AGL Group workplace or site:** subject to our internal policies and procedures, we may collect certain sensitive information such as proof of vaccination, vaccination status, medical information or medical exemption information.

We collect information when you interact with us using the channels we make available to you, including 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.

Sensitive information

The Privacy Act protects your sensitive information. Where we need this information for your account (for example, to ensure continuous service to your property or to assist with translation services), we will seek your consent before we collect and use sensitive information about you unless we are permitted or required to do so by law.

In some cases, sensitive information (such as information about your proof of vaccination, vaccination status, medical information or medical exemption information) may be requested as part of your role with us, or where you visit one of our workplaces or sites. We will collect this information with your permission or where you are required by law to provide it to us. If you are an employee, once your information has been collected, it becomes an employee record and this policy does not apply. However, we will continue to treat your information in accordance with our obligations under applicable laws (such as the *Fair Work Act 2009* (Cth)) and our policy for the management of employee records.

Information we collect from others

- **When you get a quote to apply to open an account with us:** your credit information including repayment history information.
- **When you set up an account with us or when your account is in default:** we collect credit-related information from credit reporting bodies about you. We also collect this information in circumstances where you are a director or guarantor of a customer whose credit we check when the customer sets up an account with us or when the customer's account is in default. This information can be found on your credit file, including any credit applications, 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.
- **When necessary we collect credit-related information from other AGL Group members, 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, and the Australian Department of Home Affairs, which manages the Australian Government's Document Verification Service.
- **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 first name, last 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 first name, last name, job title and contact details.
- **If you are a representative of an AGL Group member customer under the CDR regime:** we may collect your first name, middle name, last name, mobile, email address, address and date of birth from the AGL Group member customer. If you are given an authority to act on behalf of an AGL Group member customer under the CDR regime, we will also collect details of your authority (such as the type, scope and duration of the authority) from relevant documents provided by you or the AGL Group member customer. For more details, see 'Information we collect under the consumer data right regime' below.
- **If you are an existing customer of another AGL Group member:** your first name, last name, contact details, date of birth, forms of identification (such as your driver licence or passport), your customer number with the AGL Group member, your preferences regarding direct marketing and telemarketing, information regarding complaints, hardship attributes, billing and payment information, and your usage and consumption information. We may also collect certain sensitive information (such as whether you require priority assistance, where that reveals health information), with your consent.
- **If you acquire insurance from us:** your first name, last name, contact details (including your home address), date of birth, and forms of identification (such as your driver licence or passport). We will also collect information about your property, including number of occupants, bedrooms, insured sums and home loan details. This information may be collected from your representatives (including anyone authorised by you), or from third parties such as insurance providers or by you completing a form on our website.
- **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 on our website.
- **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.
- **When you participate in programs involving smart home, electric vehicle, or distributed energy products:** usage information.

Information we collect under the consumer data right regime

The consumer data right (**CDR**) gives consumers greater access to, and control over, their data. The CDR enables consumers to access certain data about them held by other organisations (**data holders**), and to authorise sharing of that data with third parties (**accredited third parties**). Consumers are also entitled to appoint representatives (such as secondary users, nominated representatives, or an individual given an authority to act on the consumer's behalf) to manage and authorise sharing of data under

the CDR. The CDR applies to certain AGL Group members as data holders. You can learn more about the CDR by visiting <https://www.cdr.gov.au>.

Under the CDR, you can ask accredited third parties to obtain certain data from AGL Group members (including through a representative), to enable those accredited third parties to provide products or services to you, or to a consumer that has appointed you as their representative. Under the CDR, you can ask accredited third parties to obtain certain data from us AGL Group members (including through a representative), to enable those accredited third parties to provide products or services to you, or to a consumer that has appointed you as their representative.

CDR data includes information about electricity contracts, as well as information about, the consumer's accounts, billing arrangements and electricity usage – it may also contain personal information about you or, if you are a representative, about the consumer you have been appointed to represent.

If you make a request under the CDR, on your own behalf or as a representative, we may collect data from accredited third parties and disclose that data to you and/or the consumer, those accredited third parties, other data holders and / or our service providers, in accordance with your instructions.

We may also use and disclose your personal information, or that of the consumer if you are their representative, to allow us to do the following:

- provide you with an online dashboard to manage the consumer's data and disclosures (this dashboard is operated by our service provider);
- provide an accredited third party with your data, or the consumer's data if you are their representative (such as electricity usage or billing information) at the consumer's request, to enable the third party to provide products or services to the consumer, or provide you, the representative, or the consumer with that data; or
- request electricity usage and energy generation and storage data from the Australian Energy Market Operator (AEMO), which we will then provide to an accredited third party.

If you have been appointed as a representative of a consumer in their capacity as an AGL Group member customer (such as a nominated representative, secondary user or an individual given an authority to act), we may use and disclose your personal information to:

- enable you or the consumer to view and manage details of your appointment;
- provide you with an online dashboard, to manage the consumer's data and disclosures of that data where permitted (this dashboard is operated by our service provider); or
- manage delivery of the CDR service to the consumer, and to share the consumer's data with accredited third parties and AEMO.

If personal information we hold about you is also CDR data under the CDR, you may have additional rights relating to that CDR data. For more information about these rights, including your eligibility and our collection, use and disclosure of CDR data, as well as your responsibilities relating to that CDR data, please see our CDR policy available at agl.com.au/cdrpolicy

Information we collect using cookies and similar technologies

When you use our websites, mobile apps or platforms, we may collect certain information such as browser type, operating system or information about the websites you visited. We use this information to help us monitor how visitors are using our websites, mobile apps or platforms, and for the purposes set out in section 4 below.

We may from time to time collect this data by using cookies, pixels, tags, and similar tracking technologies. These tracking technologies may store small amounts of information on your device that collect information to identify you when you return, and to store details about your use of the website, mobile app or platform.

Information collected by cookies or other tracking technologies may be used to serve relevant ads to you through third party services. These ads may appear on our websites, mobile apps or platforms or other websites, mobile apps or platforms you visit or use. We are not responsible for the privacy practices of third party websites which may be linked to or accessible through our websites, mobile apps or platforms.

A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers and applications automatically accept cookies, but you can usually modify your browser settings or consent preferences to decline cookies if you prefer. In some cases, disabling cookies may mean you will not be able to take full advantage of our websites, mobile apps or platforms.

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 or the organisation you represent with the products and services that you or the organisation you represent have asked for or authorised us to organise on your behalf, including customer support;
- handle payments and refunds;
- communicate with you about your account or the account of the organisation you represent;
- manage your credit arrangements with us or the credit arrangements of the organisation you represent;
- manage accounts that are overdue, including where we sell debt;
- participate in credit reporting systems, including by sharing credit-related information with credit reporting bodies;
- respond to applications, questions, requests or complaints that you have made to us;
- maintain and update our records and carry out other administrative tasks;
- research the usage of, and to develop and improve the capabilities of our products and services, as well as developing new products and services;

- improve customer experience and do market research;
- investigate possible fraud and illegal activity;
- comply with laws;
- participate in the CDR, including by sharing data with data holders and accredited third parties, as described under **'Information we collect under the consumer data right regime'** above;
- assist government agencies and law enforcement investigations;
- manage our business and assets, including any restructure, merger or sale of our business or assets or any part of them;
- **if you are a shareholder**, manage your shareholding; and,
- **if you have applied to work with us**, assess your application, undertake customary checks and comply with the law.

An AGL Group member may also collect, use and disclose personal information to assist other AGL Group members with any of the above activities. 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, and other AGL Group members, may also use your personal information to tell you about products or services that any of us think you might be interested in, including products and services offered by other members of the AGL Group or third parties we work with. We, and other members of the AGL Group, may send you marketing messages in various ways, including by mail, email, telephone, SMS, and digital marketing including advertising through any AGL Group 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 on our website (for AGL customers);
- contacting our Customer Solutions Team (call 131 245 (AGL Energy), (08) 9420 0300 (Perth Energy), 1300 361 676 (AGL Telecommunications) or 13 14 64 (Southern Phone Company), 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 other AGL Group members, third-party providers, the Australian Bureau of Statistics or other official sources of information.

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 organisations where we need to for the purposes set out in section 4. This includes sharing:

- with other members of the AGL Group, to carry out any of the purposes set out in section 4;
- with our installation, maintenance and fulfilment partners and other third party service providers, so they can make installations and maintain products and services that we offer;
- with marketing and analytics organisations and third parties that we work with, for relevant purposes such as those set out in section 4;
- with other energy companies, telecommunications companies and related companies (such as those that own or operate poles and wires or telecommunications infrastructure) that help us deliver products and services, or to migrate your service if you change energy, phone or internet providers;
- with our wholesalers and other customers from whom you may acquire our services;
- 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 organisations that assist us with providing smart home, electric vehicle and distributed energy products and services, so that you can use these products and services;
- with people that you have asked us to provide your information to, such as your authorised representatives or legal advisors, accredited data recipients or other data holders under the CDR regime (where applicable);
- with the relevant AGL Group member customer, where you are acting as their representative;
- if you have applied to work with us, with your previous employers to confirm your work history;
- if you are an employee or contractor of an AGL Group member, to owners or occupiers of premises you undertake work at on behalf of the AGL Group (where permitted); and,
- to comply with laws and assist government and law enforcement agencies.

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

Phone: 13 83 32

Website: 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/

Phone: 13 23 33

Email: chc-au@illion.com.au

Website: illion.com.au

Experian Australia

GPO Box 1969

North Sydney NSW 2060

Online contact form:

experian.com.au/contact-us

Phone: 1300 783 684

Email: creditreport@au.experian.com

Website: experian.com.au

CreditorWatch

GPO Box 276

Sydney NSW 2001

Online contact form:

creditorwatch.com.au/contact

Phone: 1300 501 312

Website: creditorwatch.com.au

You can contact those credit reporting bodies or visit their websites to understand 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.

The websites of AGL Group members link to a number of third-party websites. We are not responsible for the privacy practices of these other sites. We recommend that you 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, and to which personal information is likely to be disclosed, include India, Indonesia, Fiji, Japan, Malaysia, 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 on 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 Australian 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 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 for a copy of the personal information or credit-related information that we hold about you or ask us to update or correct it. Before we give you your information, we will need to confirm your identity.

You can also log in to your account (found at My Account for AGL accounts), to access your billing information and update your contact and payment details. To access other information, you may need to contact us and you can do this by using the details set out in section 9.

If the CDR regime applies (see 'Information we collect under the Consumer Data Right regime' above), you will also have rights to access and correct your CDR data, or to request deletion of your CDR data in certain circumstances. For more information, see our CDR policy available at agl.com.au/cdrpolicy

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

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 on our website at agl.com.au/our-commitments. You can also read our Complaints and Dispute Resolution Policy (AGL Energy) at agl.com.au/contact-us/complaints or Complaints Handling Policy (AGL Telecommunications) at agl.com.au/content/dam/digital/agl/documents/terms-and-conditions/telecommunications/agl-telecommunications-complaints-handling-policy.pdf. You can find the complaints handling policies for other AGL Group members (such as Southern Phone Company) on that AGL Group member's website.

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

If you are in New South Wales and your complaint relates to energy products or services, you can contact the Energy and Water Ombudsman NSW.

Energy and Water Ombudsman NSW

Reply Paid 86550, Sydney South NSW 1234

Online complaint form:

ewon.com.au/page/making-a-complaint/complaint-form

Phone: 1800 246 545

Email: complaints@ewon.com.au

Website: 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

Phone: 1800 500 509

Email: ewovinfo@ewov.com.au

Website: 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

Phone: 1800 662 837

Email: complaints@ewoq.com.au or info@ewoq.com.au

Website: 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

Phone: 1800 665 565

Website: 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

Website: 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

Phone: 1300 363 992

Email: enquiries@oaic.gov.au

Website: 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 the customer service team of the relevant AGL Group member, details of which are set out below.

AGL Customer Advocacy

Locked Bag 14120, MCMC VIC 8001

Online enquiries form: agl.com.au/contact-us

Phone: 131 245 (available 24/7).

Website: agl.com.au

AGL Telecommunications Customer Service Centre

6 Page Street, Moruya NSW 2537

Phone: 1300 361 676 (available 8am-8pm AEST, 7 days a week).

Website: agl.com.au

Southern Phone Customer Service Centre

6 Page Street, Moruya NSW 2537

Phone: 13 14 64 (available 8am-8pm AEST, 7 days a week).

Email: info@southernphone.net.au

Fax: 1300 763 744

Website: southernphone.com.au

Perth Energy

PO Box 7971, Cloisters Square PO, WA 6850

Phone: (08) 9420 0300 (available 8am-8pm AWST, 7 days a week).

Email: info@perthenergy.com.au

Website: perthenergy.com.au

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

If you need to contact us about something else, you can find out how at 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

Queensland

Energy and Water Ombudsman Queensland

Phone: 1800 662 837

Web: ewoq.com.au

South Australia

Energy and Water Ombudsman SA

Phone: 1800 665 565

Web: ewosa.com.au

Victoria

Energy and Water Ombudsman Victoria

Phone: 1800 500 509

Web: ewov.com.au

Western Australia

Energy and Water Ombudsman Western Australia

Phone: 1800 754 004

Web: 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
Fax number (if any)	1300 660 245
Details of goods or services supplied under the agreement	Energy supply <input type="checkbox"/> Gas
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.

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:
 - (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 لمترجم؟ اتصل على الرقم أدناه:

Spanish

¿Necesita un intérprete? Llame al número indicado abajo.

Italian

Se vi serve un interprete, telefonate al seguente numero.

Greek

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

Croatian

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Vietnamese

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

Chinese

如果您需要傳譯員的幫助，請致電以下號碼。

For language assistance please call **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



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