



Things you should know

Standard Retail Contract Customer
Effective 1 September 2025

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

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

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Our commitment to you

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

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



Standard Retail Contract Terms and Conditions

Effective 1 September 2025

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Standard Retail Contract Terms and Conditions

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Terms and conditions for Standard Retail Contracts

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties or family violence.

Note for Victorian customers:

1. For Victorian customers, until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria (referred to as 'NECF implementation in Victoria'), the energy laws applicable in Victoria are the *Electricity Industry Act 2000*, the *Gas Industry Act 2001* and the Energy Retail Code of Practice made by the Essential Services Commission. For customers in Victoria, prior to NECF implementation in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the Energy Retail Code of Practice unless stated otherwise.
2. Standing offers for electricity in Victoria are required to comply with the prices set by the Essential Services Commission and known as the Victorian Default Offer.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

Note for Victorian customers: There are no gas customer connection contracts in Victoria.

More information about this contract and other matters such as our Customer Hardship Policy and Family Violence Policy are on our website agl.com.au

1. The parties

This contract is between:

AGL who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2. Definitions and interpretation

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference,

a simplified explanation of some terms is given at the end of this contract.

- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

3. Do these terms and conditions apply to you?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a residential customer; or
- (b) you are a business customer who is a small customer; and
- (c) you request us to sell energy to you at your premises; and
- (d) you are not being sold energy for the premises under a market retail contract.

3.3 Electricity or gas

For Victorian customers:

- (a) Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

For New South Wales, Queensland and South Australian customers:

- (a) Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.
- (b) Where this contract relates to gas, you can find information on the type of gas that may be supplied to you under this contract on your distributor's website.

4. What is the term of this contract?

4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

For New South Wales, Queensland and South Australian customers:

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if you give us a notice stating you wish to end the contract – subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; or
 - (ii) if you are no longer a small customer –
 - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or
 - (B) if you have not told us of a change in the use of your energy – from the time of the change in use; or
 - (iii) if we both agree to a date to end the contract – on the date that is agreed; or
 - (iv) if you start to buy energy for the premises:
 - (A) from us under a market retail contract - on the date the market retail contract starts; or
 - (B) from a different retailer under the customer retail contract - on the date the customer retail contract starts; or
 - (v) if a different customer starts to buy energy for the premises – on the date that customer's contract starts; or
 - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection – 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

For Victorian customers:

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if you give us a notice stating you wish to end the contract – subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; or
 - (ii) if you are no longer a small customer –
 - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or
 - (B) if you have not told us of a change in the use of your energy – from the time of the change in use; or
 - (iii) if we both agree to a date to end the contract – on the date that is agreed; or
 - (iv) if you start to buy energy for the premises
 - (A) from us under a market retail contract – on the date the market retail contract starts; or
 - (B) from a different retailer under a customer retail contract – on the date the customer retail contract starts; or
 - (v) if a different customer starts to buy energy for the premises – on the date that customer's contract starts; or
 - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection – 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a) (i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5. Scope of this contract

5.1 What is covered by this contract?

For New South Wales, Queensland and South Australian customers:

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your meter.

For Victorian customers:

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) In return, you agree:
 - (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
 - (ii) to pay the amounts billed by us under this contract; and
 - (iii) to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

For New South Wales, Queensland and South Australian customers:

This contract does not cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of metering equipment.

This is the role of your distributor under a separate contract called a customer connection contract.

For Victorian customers:

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises.

This is the role of your distributor under a separate contract called a customer connection contract.

Note for Victorian customers: There are no gas customer connection contracts in Victoria.

6. Your general obligations

6.1 Full information

You must 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.

For New South Wales, Queensland and South Australian customers:

6.2 Updating information

You must tell us promptly if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); or
- (b) you are aware of any change that materially affects access to your meter or other equipment involved in providing metering services at the premises.

6.3 Life support equipment

- (a) If a person living or intending to live at your premises requires life support equipment, you must:
 - (i) Register the premises with us or your distributor; and
 - (ii) Provide medical confirmation for the premises.
- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your distributor.
- (c) You must tell us or your distributor if the life support equipment is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
 - (i) at least 50 business days to provide medical confirmation for the premises;
 - (ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;
 - (iii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;
 - (iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - (v) emergency telephone contact numbers.

For Victorian customers:

6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

6.3 Life support equipment

- (a) Before this contract starts, we were required to ask you whether a person residing or intending to reside at your premises requires life support equipment.
- (b) If a person living or intending to live at your premises requires life support equipment, you must:
 - (i) advise us that the person requires life support equipment;
 - (ii) register the premises with us or your distributor; and
 - (iii) upon receipt of a medical confirmation form, provide medical confirmation for the premises.
- (c) Subject to satisfying the requirements in this Code of Practice, the Electricity Distribution Code or the Gas Distribution System Code, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your distributor.
- (d) You must tell us or your distributor if the life support equipment is no longer required at the premises.
- (e) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
 - (i) at least 50 business days to provide medical confirmation for the premises;
 - (ii) general advice that there may be a distributor planned interruption or unplanned interruption to the supply of energy to the premises;
 - (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - (iv) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7. Our liability

7.1 All customers

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (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 energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

For New South Wales, Queensland and South Australian electricity customers:

7.2 Customers who export electricity to the grid

Unless we have acted in bad faith or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.

Note for Victorian customers: Prior to NECF implementation in Victoria, the reference to the NERL in clause 7(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the *National Electricity (South Australia) Act 1996* or, in the case of gas, to s.232 of the Gas Industry Act or s.33 of the *Gas Safety Act 1997*.

8. Price for energy and other services

8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note: We do not impose any charges for the termination of this contract.

For New South Wales, Queensland gas and South Australian customers:

8.2 Changes to tariffs and charges

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.
- (a1) We will also:
 - (i) Notify you at least five business days before the variation in the tariffs and charges are to apply to you; and
 - (ii) Deliver the notice by your preferred form of communication where you have communicated this to us, otherwise by the same method as that used for delivery of your bill.
- (a2) The notice must:
 - (i) Specify that your tariffs and charges are being varied;
 - (ii) Specify the date on which the variation will come into effect;
 - (iii) Identify your existing tariffs and charges inclusive of GST;
 - (iv) Identify your tariffs and charges as varied inclusive of GST;
 - (v) Specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
 - (vi) Specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
 - (i) Where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
 - (ii) Where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;
 - (iii) Where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
 - (iv) Where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4) the reference to:
 - (i) “are being varied” in paragraph (a2)(i) is taken to be “are being varied or have been varied (whichever is applicable)”; and
 - (ii) “will come into effect” in paragraph (a2)(ii) is taken to be “will come into effect or has come into effect (whichever is applicable)”.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

For Victorian customers:

8.2 Changes to tariffs and charges

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts. We will also include details with your next bill if the variation affects you.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

Note for Victorian customers: The standing offer prices will be varied more than once every six months if the variation is required by the energy laws.

For Queensland electricity customers in the Energex distribution area:

8.2 Changes to tariffs and charges

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.
- (a1) We will also
 - (i) notify you—
 - (A) if the variation results in an increase in the tariffs and charges applying to you—at least 10 business days before the variation is to apply to you; or
 - (B) if the variation results in a decrease in the tariffs and charges applying to you—at least 5 business days before the variation is to apply to you; and
 - (ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.

The notice must:

- (i) specify that your tariffs and charges are being varied;
- (ii) specify the date on which the variation will come into effect;
- (iii) identify your existing tariffs and charges inclusive of GST;

8.3 Variation of tariff due to change of use

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- (a) if you notify us there has been a change of use – from the date of notification; or
- (b) if you have not notified us of the change of use – retrospectively from the date the change of use occurred.

8.4 Variation of tariff or type of tariff on request

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
 - (i) transfer you to that other tariff within 10 business days; or
 - (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

This information applies to New South Wales, Queensland and South Australian customers:

8.6 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

This information applies to Victorian customers:

8.6 GST

Amounts specified in the standing offer prices from time to time and other amounts payable under this contract are inclusive of GST.

9. Billing

For New South Wales, Queensland and South Australian customers:

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person you have authorised in writing (or using your preferred communication method, if you are affected by family violence) to act on your behalf, at the address specified by you.

For Victorian customers:

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and

- (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- (c) the charges payable for services provided by your distributor.

9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

Note for Victorian customers: In Victoria, a retailer must obtain a customer's 'explicit informed consent' to base the customer's bill on an estimation, unless the meter cannot be read or the metering data is not obtained.

- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) 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 but may charge you any cost we incur in doing so.

For New South Wales, Queensland and South Australian customers:

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

- (a) 4 times in the previous 12 months, where this contract relates to electricity; or
- (b) in the previous 12 months, where this contract relates to gas.

9.4A Your electricity (only) consumption and export information

Upon request, we must give you information about your electricity consumption or export for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

For Victorian customers:

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

10. Paying your bill

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date (as per page 23 and 24) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

For New South Wales, Queensland and South Australian customers:

10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years (unless you are affected by family violence and the non-payment or illegal use of energy were partly or wholly caused by someone else).
- (c) Additional protections may be available to you under our Customer Hardship Policy, our Family Violence Policy and under the National Energy Retail Law and the Rules if you are experiencing payment difficulties due to hardship or are affected by family violence. A copy of our Customer Hardship Policy and Family Violence Policy are available on our website.

For Victorian customers:

10.3 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about your entitlements as a Victorian energy customer.

Note for Victorian customers: In Victoria, a retailer must comply with the payment difficulty framework, provided for in Part 6 of the Energy Retail Code of Practice which sets out minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a residential customer for not paying a bill is a measure of last resort.

10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website. This clause does not apply where your premises is located in Victoria, or if you are an electricity customer and your premises is located in Queensland in the Energex Distribution Area.

For New South Wales, Queensland and South Australian customers:

11. Meters

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):
 - (i) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and
 - (ii) calculating or measuring energy supplied or taken at the premises; and
 - (iii) checking the accuracy of metered consumption at the premises; and
 - (iv) replacing meters.
- (b) 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 metering rules and in any event at least once every 12 months.
- (c) If we or our representatives seek access to the premises under paragraph (a), we will:
 - (i) comply with all relevant requirements under the energy laws; and
 - (ii) carry or wear official identification; and
 - (iii) show the identification if requested.
- (d) If we propose to replace your electricity meter, we must give you a notice in accordance with the Rules.

11A. Interruption to electricity supply

11A.1 Retailer may arrange retailer planned interruptions (maintenance, repair etc.)

- (a) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of an electricity meter.
- (b) If your electricity supply will be affected by a retailer planned interruption arranged by us, and clause 6.3(d)(iii) does not apply:
 - (i) We may seek your explicit consent to the interruption occurring on a specified date; or
 - (ii) We may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or
 - (iii) Otherwise, we will give you at least 4 business days' notice of the interruption by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.
- (b) If you request an explanation in writing we must, within 10 business days of receiving the request, give you either:
 - (i) the written explanation; or
 - (ii) an estimate of time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by your distributor, we may refer you to your distributor for more information.

For Victorian customers:

11. Meters

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) 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 metering rules and in any event at least once every 12 months.

12. Undercharging and overcharging

For New South Wales, Queensland, South Australian customers:

12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

For Victorian customers:

12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 4 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

For New South Wales, Queensland and South Australian customers:

12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter or metering data was not faulty or incorrect.

Note for Queensland Electricity customers: Electricity customers in Queensland are not required to pay for a meter check or test in advance.

- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

For Victorian customers:

12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.

Note for electricity customers: Electricity customers in Victoria are not required to pay for a meter check or test in advance.

- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

13. Security deposits

13.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

13.3 Use of a security deposit

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:
 - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
 - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

13.4 Return of security deposit

- (a) We must return your security deposit and any accrued interest in the following circumstances:
 - (i) you complete 1 year's payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates (as per page 23 and 24) on our initial bills; or
 - (ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.
- (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 your next bill.

14. Disconnection of supply

For New South Wales, Queensland and South Australian customers:

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the pay-by date (as per page 23 and 24) and, if you are a residential customer you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or
- (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (f) we are otherwise entitled or required to do so under the Rules or by law.

For Victorian customers:

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the pay-by date (as per page 23 and 24) or, if you are a residential customer receiving assistance under Part 6 of the Energy Retail Code of Practice, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

For New South Wales, Queensland and South Australian customers:

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

For Victorian customers:

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

14.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
 - (i) on a business day, if your premises is located within:

Note for Victorian customers: The protected period for a residential customer in Victoria is before 8:00am or after 2:00pm. The protected period for a business customer in Victoria is before 8:00am or after 3:00pm.

- (A) New South Wales, Queensland or South Australia, before 8.00am or after 3.00pm;
- (B) Victoria and you are a business customer, before 8.00am or after 3.00pm;
- (C) Victoria and you are a residential customer, before 8.00am or after 2.00pm; or
- (ii) on a Friday or the day before a public holiday; or
- (iii) on a weekend or a public holiday; or
- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
- (v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

Note for Victorian customers: Paragraph (v) does not apply in Victoria.

- (b) Your premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an emergency; or
 - (iii) as directed by a relevant authority; or
 - (iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

Note for Victorian customers: Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable energy laws.

- (v) if you request us to arrange disconnection within the protected period; or
- (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
- (vii) where the premises are not occupied.

15. Reconnection after disconnection

- (a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:
 - (i) you ask us to arrange for reconnection of your premises; and
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16. Wrongful and illegal use of energy

16.1 Use of energy

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party; or

- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

17. Notices and bills

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 2 business days after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18. Privacy Act notice

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our Privacy Officer.

19. Complaints and dispute resolution

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the relevant energy Ombudsman, which means if your premises is located within:

- (i) Australian Capital Territory: the ACT Civil and Administrative Tribunal
- (ii) New South Wales: the Energy and Water Ombudsman NSW
- (iii) Queensland: the Energy and Water Ombudsman QLD
- (iv) South Australia: the Energy Industry Ombudsman SA
- (v) Victoria: the Energy and Water Ombudsman Victoria

20. Force Majeure

20.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

21. Applicable law

The laws in force in the State in which your premises is located govern this contract.

22. Retailer of last resort event

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant

information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this contract will come to an end.

23. General

23.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

- (a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.

Note for Victorian customers: For Victorian customers the procedures are set out in section 40A of the Electricity Industry Act and section 48 Gas Industry Act.

- (b) We must publish any amendments to this contract on our website.

Simplified explanation of terms

AGL means, if your premises is located in:

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

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your distributor for the provision of customer connection services;

Note for Victorian customers: There are no gas customer connection contracts in Victoria.

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption;

distributor means the person who operates the system that connects your premises to the distribution network;

For Victorian customers:

distributor planned interruption means an interruption of supply planned in advance by a distributor, including for planned maintenance, repair or augmentation of the distribution system; or for installation of a new supply to another customer.

For New South Wales, Queensland and South Australian customers:

distributor planned interruption means an interruption for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) the installation of a new connection or a connection alteration;

Note for Victorian customers: In Victoria, **Electricity Industry Act** means the *Electricity Industry Act 2000*.

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, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas;

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

Note for Victorian customers: In Victoria **Energy Retail Code of Practice** means the **Energy Retail Code of Practice** of that name made under Part 6 of the Essential Services Commission Act 2001 (Vic).

force majeure event means an event outside the control of a party;

For Victorian customers:

Gas Industry Act means the **Gas Industry Act 2001**.

gas retailer means a person who holds a retail licence under the Gas Industry Act.

GST has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth));

For New South Wales, Queensland and South Australian customers:

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection.

medical confirmation means certification from a registered medical practitioner of the requirement for life support equipment at your premises.

For Victorian customers:

medical confirmation means certification in a medical confirmation form from a registered medical practitioner that a person residing or intending to reside at a customer's premises requires life support equipment.

medical confirmation form means a written form issued by a retailer to enable the customer to provide medical confirmation to the retailer.

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means a person that is authorised to sell energy to customers;

For New South Wales, Queensland and South Australian customers:

retailer planned interruption means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of an electricity meter; and
- (b) does not involve the distributor effecting the interruption; and
- (c) is not an interruption which has been planned by your distributor.

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

Note for Victorian customers: In Victoria the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.

rules means the National Energy Retail Rules made under the National Energy Retail Law;

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

small customer means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

Note for Victorian customers: In Victoria, a **small customer** is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas Industry Act.

standing offer prices means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

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

For New South Wales, Queensland and South Australian customers:

type of gas means a primary gas specified under the National Gas Law (for example, natural gas) or a blend of primary gases (for example, a blend of natural gas and hydrogen)



Privacy Policy

(including Credit Reporting Policy)

Effective 15 November 2023

Privacy Policy

Contents

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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](https://www.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 May 2023

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.

For more information about your rights in relation to estimated bills (including Self Service Meter Reads), privacy and hardship, visit **agl.com.au/yourrights**

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

Australian Capital Territory

ACT Civil and Administrative Tribunal

Phone: 02 6207 1740

Email: ewcomplaints@act.gov.au

Web: acat.act.gov.au

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



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

Arabic

هل تحتاج مترجم؟ اتصل على الرقم أدناه:

Spanish

¿Necesita un intérprete? Llame al número indicado abajo.

Italian

Se vi serve un interprete, telefonate al seguente numero.

Greek

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

Croatian

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Vietnamese

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

Chinese

如果您需要傳譯員的幫助，請致電以下號碼。

For language assistance please call **1300 307 245**



Need an Interpreter?

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



Hearing impaired (TTY)

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

AGL Retail Energy Limited ABN 21 074 839 464

AGL Sales Pty Limited ABN 88 090 538 337

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

AGL South Australia Limited ABN 49 091 105 092



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