



# Things you should know

Hot Water Contract  
Terms and Conditions

Victorian customers

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

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# Hot Water Contract Terms and Conditions

Victorian customers

# Contents

## Hot Water Contract Terms and Conditions

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# Hot Water Contract – Terms and Conditions

This contract is about the supply of hot water services to you at your supply address in Victoria.

More information about this contract and other matters is on our website [agl.com.au](http://agl.com.au)

## 1. Scope of this contract

### 1.1 Parties to this contract

This contract is made between:

- (a) AGL who provides hot water services and related services to you at your supply address (in this contract referred to as “we”, “our” or “us”); and
- (b) You, the customer to whom this contract applies (in this contract referred to as “you” or “your”).

### 1.2 What is covered by this contract?

- (a) Under this contract, we agree to supply hot water services at your supply address. We also agree to meet other obligations set out in this contract and to comply with all laws which apply to the hot water services and related services we supply to you under this contract.
- (b) In return, you agree:
  - (i) to be responsible for charges for hot water services supplied to the supply address until this contract ends under clause 2.3 even if you vacate the supply address earlier; and
  - (ii) to pay the amounts billed by us under this contract;
  - (iii) to meet your obligations under this contract and applicable laws.

### 1.3 What is not covered by this contract?

This contract does not cover:

- (a) the supply of water, energy or LPG to or at your supply address; or
- (b) the installation, maintenance or repair of pipes, valves or other works which are used to supply water to or at your supply address.

## 2. What is the term of this contract?

### 2.1 When does this contract begin?

- (a) This contract begins on the earlier of the acceptance date or the date that you become responsible for an account with us for the supply of hot water services.
- (b) AGL’s obligation to supply hot water services under this contract begins on the ‘supply commencement date’, which is the date on which you have provided all information required by AGL under clause 2.2(a).

## 2.2 Requirements for new accounts

- (a) On our request, you must provide:
  - (i) acceptable identification;
  - (ii) your contact details;
  - (iii) if applicable, the contact details of the property owner or rental agent;
  - (iv) consent to obtain and use your credit history information;
  - (v) information about gaining safe access to the meter or other equipment at the supply address; and
  - (vi) details of your eligibility for any concession.
- (b) We may also require from you payment for any debt owed by you to us for energy supplied to your supply address or for energy or hot water services supplied to another supply address (other than a debt which is the subject of a genuine dispute or an existing payment arrangement with AGL).
- (c) We may contact you as part of an audit to ensure that you have understood and agreed to this contract.

## 2.3 When does this contract end?

- (a) This contract ends on the earliest of:
  - (i) the date you and we agree to terminate it;
  - (ii) the effective date of termination under clause 2.4, subject to clause 2.3(a)(vi);
  - (iii) the effective date of termination under clause 19.2;
  - (iv) if you or we materially breach this contract, the date that the party not in breach notifies the other party that the contract will terminate;
  - (v) if a different customer starts to buy hot water services from us for the supply address under a customer contract – on the date the customer’s contract starts; or
  - (vi) in any other circumstances, 20 business days after the date on which notice of termination is given either by you or us, subject to clause 2.3(b).
- (b) If you do not give us safe and unhindered access to the supply address to conduct a final meter reading (where relevant), this contract will not end under clause 2.3(a)(v) until we have issued you a final bill and you have paid any outstanding amount for the supply of hot water services.
- (c) Termination will not affect your or our obligation to pay any amount due at the effective termination date, or any accrued rights or remedies that we or you may have under this contract.

## 2.4 Vacating your supply address

- (a) If you are vacating your supply address, you must give us at least 3 business days’ notice of the date you intend to vacate and provide us with your forwarding address for your final bill. The contract will end on the later of:
  - (i) an agreed date, if you give us at least 3 business days’ prior notice of your vacating the supply address; and
  - (ii) the date we obtain a final meter reading.
- (b) You will continue to be responsible for charges for the supply address until your contract ends in accordance with clause 2.3 of this contract. However, if we obtain a final meter reading

after the agreed date, you will only be charged for your consumption up until the agreed date (based on our calculation of estimated daily usage between your penultimate meter reading and the final meter reading, multiplied by the number of days you have consumed hot water up until the agreed date).

### 3. Your information obligations

- (a) 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.
- (b) You must tell us promptly if information you have provided to us changes, including if your billing address changes.

### 4. Our liability

- (a) 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 the hot water services, their quality, fitness for purpose or safety, other than those set out in this contract.
- (b) Nothing contained in this contract is intended to exclude, restrict or modify the application of any implied condition or warranty, any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, where to do so would contravene that statute.
- (c) The quality and reliability of your hot water services and the quality, pressure and continuity of your hot water services are subject to a variety of factors that are beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, technical limitations and the acts of other persons, including at the direction of a relevant authority.
- (d) Unless we have acted in bad faith or negligently, or we are at fault or in breach of this contract, and to the extent permitted by law, we exclude our liability to you for any loss or damage you suffer as a result of the total or partial failure to supply hot water services to your supply address, which includes any loss or damage you suffer as a result of the defective supply of hot water services.

### 5. Fees and charges

#### 5.1 What are our fees and charges?

You must pay us the charges, which may include:

- (i) the usage charges for the supply of hot water services, based on the tariff specified on your bill and your consumption of the hot water services;
- (ii) a payment processing fee, which may apply if you pay a bill using a payment method that results in us incurring a merchant service fee;
- (iii) a disconnection fee, which is a fee which applies where we disconnect your hot water services under clause 12 (i.e. where you have failed to pay your bill by the due date);
- (iv) a reconnection fee, which is a fee which applies where we reconnect your hot water services after it has been



disconnected under clause 13 (i.e. where you have failed to pay your bill by the due date);

- (v) a special meter reading fee;
- (vi) a final meter reading fee; and
- (vii) any taxes, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we supply services to you under this contract.

Any applicable payment processing fee (as specified at (ii) above), would be published online at **agl.com.au/rates-contracts/fees-and-charges**

To find out the current amount of each of the fees in (iii) – (vi) above (which are fees that your distributor charges and which AGL passes through to you), you may chat with us online at **agl.com.au** or call us anytime on 133 835.

## 5.2 Variation of charges

- (a) We may vary your charges or introduce a new charge at any time by providing you with notice in accordance with clause 5.2(b).
- (b) If we vary your charges or introduce a new charge under this clause 5, we will provide you with 5 business days' prior written notice of the variation.

## 6. GST

- (a) Where GST applies, if any amounts payable or other consideration provided in respect of supplies made under this contract ('Payments') are expressed to be exclusive of GST, the Payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.
- (b) Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.
- (c) Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* will have the same meaning when used in this clause 6.
- (d) If any amount is expressed to be inclusive of GST, the GST inclusive price assumes a GST rate of 10%. If the rate of GST changes, the GST inclusive price will be adjusted to reflect that change.

## 7. Billing

### 7.1 General

- (a) We will send you bills in accordance with the billing period identified in the Offer, unless agreed otherwise.
- (b) We will send the bill:
  - (i) to you at the address nominated by you; or
  - (ii) to a person authorised in writing by you to act on your behalf at the address specified by you.
- (c) If you have provided us with an email address, you agree that we may send a link to your bill by email to that email address, unless you request for us to send your bills to a postal address

or we determine that your email address is not valid.

- (d) Bills we send to you will be calculated and set out the information required under the provisions of the Energy Retail Code that apply to hot water services (for example, this includes the total amount of hot water consumed by you, the deemed energy used (where heated by electricity) and the relevant rates and conversion factors applicable to you).

## 7.2 Estimating the hot water usage

- (a) We may estimate the amount of hot water services supplied to your supply address, including for reasons if your meter cannot be read or 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).
- (b) If we estimate the amount of hot water services supplied to your supply address 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 hot water services actually used.
- (c) 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 a special meter reading fee (as referenced in clause 5.1(v) above).

## 8. Paying your bill

### 8.1 What you have to pay

- (a) You must pay to us the amount shown on each bill by the due date.
- (b) The available methods of paying each bill are as set out on the back of each bill or as agreed from time to time.
- (c) If you do not pay a bill in full or make other acceptable arrangements with us by the due date, we may do any one or more of the following:
  - (i) refer your bill for collection by a debt collection agency, after providing you with 20 business days' prior notice of our intention to do so; or
  - (ii) begin the process for disconnection in accordance with clause 12.
- (d) We will accept payment in advance.

### 8.2 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible.
- (b) Discounts and rebates for eligible concessions may apply under this contract. On request we will provide, free of charge, information on any relevant concessions, rebates or grants that are available and their eligibility requirements.
- (c) We will give you the payment assistance we are required to under the Regulatory Requirements, including providing you with information about relevant:
  - (i) government funded energy charge rebate schemes, concession schemes or relief schemes; or

- (ii) instalment plans we offer, that allow you to pay amounts you owe us by making regular payments over an agreed time period.
- (d) Additional assistance may be available to you under our Customer Hardship Policy and the Regulatory Requirements if you are a customer having payment trouble due to hardship. A copy of our Customer Hardship Policy is available at [agl.com.au](http://agl.com.au) or on request.

## 9. Meters

- (a) We or our authorised representatives will read the meter for the purposes of measuring your consumption of hot water services.
- (b) At all times we retain ownership of any meter installed in connection with the hot water services.
- (c) You must allow safe and unhindered access to your supply address for the purposes of reading and maintaining the meters (where relevant).

## 10. Undercharging, overcharging and bill review

- (a) If you have been overcharged or undercharged, then these amounts will be credited on your next bill or recovered from you (as applicable) as soon as reasonably practicable after we determine the amount and otherwise in accordance with applicable laws.
- (b) 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.
- (c) 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.
- (d) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment, the portion of the bill that you do not dispute and otherwise in accordance with applicable laws.

## 11. Disconnection of supply

### 11.1 When can we arrange for disconnection?

We may arrange for the disconnection of your supply address if:

- (a) you request us to;
- (b) you do not pay your bill by the due date, or fail to comply with any agreed payment plan or instalment offer;
- (c) due to your acts or omissions we cannot safely access the meter at the Supply Address where access is required, including to read, test, check, inspect, maintain, repair, alter, replace or remove the meter;
- (d) it is required as a result of any emergency, health and safety reason, or dangerous situation;
- (e) you obtain hot water services from us illegally, or otherwise than in accordance with applicable laws;
- (f) we need to do so in connection with the supply of hot water services to you or to undertake work on the meter; or
- (g) we are otherwise entitled or required to do so under applicable laws.

We will give you at least 5 business days' notice prior to disconnecting your supply address, except in the case of an emergency where notice is not possible.

## 12. Reconnection after disconnection

- (a) If we have disconnected the hot water services to your supply address for any of the reasons set out in clauses 12.1(b), 12.1(c) or 12.1(e), we will arrange reconnection at your request after you have rectified the reason for disconnection and paid any applicable disconnection and reconnection fees.
- (b) If we have disconnected the hot water services to your supply address for any of the reasons set out in clauses 12.1(d) and 12.1(f), we will arrange reconnection of your hot water services as soon as practicably possible and you will not be charged a reconnection fee.

## 13. Notices and bills

- (a) Notices and bills under this contract must be sent in writing, unless stated 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 supply address (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);
  - (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.

## 14. 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.

## 15. Complaints and dispute resolution

### 15.1 Complaints

If you have a complaint relating to the supply of hot water services 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.

### 15.2 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 may have a right to refer the complaint to the relevant Ombudsman, which means the Energy and Water Ombudsman Victoria.

## 16. Force Majeure

### 16.1 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.

### 16.2 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.

### 16.3 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.

### 16.4 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.

## 17. Applicable law

The laws in force in Victoria govern this contract.

## 18. General

### 18.1 Amending this contract

- (a) Any amendment to this contract must be agreed by you and us in writing. We may notify you of a request to amend this contract, in which case you can either:
  - (i) accept the proposed amendment, and the contract will then be so amended;
  - (ii) if you do not accept the proposed amendment, terminate the contract by giving us not less than 30 days' notice; or
  - (iii) if you do not accept the proposed amendment, the contract will continue in effect unless and until terminated in accordance with clause 2.3(a).

## 19. Simplified explanation of terms

**acceptable identification** includes:

- (a) where you are a small residential customer, one or more of the following:
  - (A) a driver's licence, a current passport or other form of photographic identification;
  - (B) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; or
  - (C) a birth certificate;
- (b) where you are a small business customer that is a sole trader or partnership, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or
- (c) where you are a body corporate, the body corporate Australian Company Number or Australian Business Number.

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

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

**AGL** means AGL Sales Pty Limited (ABN 88 090 538 337) of Level 24, 200 George Street, Sydney NSW 2000.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and the corresponding provisions of state and territory fair trading legislation.

**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 in Victoria.

**central water heating system** means the hot water systems, apparatus and equipment, installed or to be installed at the supply address to provide hot water but does not include the meters.

**charges** means the charges, fees and other amounts payable by you under this contract.

**disconnection** means an action to prevent the flow of energy to the supply address, but does not include an interruption.

**distributor** means a person (or company) licensed to supply energy who owns and operates a distribution system.

**due date** means the later of:

- (a) the date which is 13 business days from the date of dispatch of the bill;
- (b) the date stated on your bill; or
- (c) any other date for payment of the bill which we agree with you.

**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 Retail Code** means the **Energy Retail Code Version 16** dated 1 July 2020 produced by the Essential Services Commission Victoria and as amended from time to time.

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

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

**hot water services** mean the heating of water by a central water heating system for provision to customers.

**laws** means national and State and Territory laws and rules and the legal instruments made under those laws and rules.

**meter** means the instrument installed at the supply address or other location in connection with the hot water services that measures and records the quantity of hot water passing through it and includes associated equipment attached to the instrument, including any recording and display equipment and communications interface, to control or regulate the flow of hot water.

**offer** means the offer letter or other offer document provided to you in relation to a plan for the supply of hot water services to you (including our written confirmation of any oral offer that you accepted).

**Payments** has the meaning given in clause 6.

**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.

**supply address** means the premises where you take supply of hot water services from us as detailed on your bill.



# Privacy Policy

(including Credit Reporting Policy)

Effective 15 November 2023



## Privacy Policy

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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](http://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](https://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:

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**Equifax Australia**

(formerly Veda)

GPO Box 964

North Sydney NSW 2059

Online contact form:

[equifax.com.au/contact](http://equifax.com.au/contact)

Phone: 13 83 32

Website: [equifax.com.au](http://equifax.com.au)

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**Illion**

(credit reporting & default listing)

(formerly Dun & Bradstreet)

PO Box 7405, St Kilda Rd

Melbourne VIC 3004

Online contact form:

[illion.com.au/complaints-handling/](http://illion.com.au/complaints-handling/)

Phone: 13 23 33

Email: [chc-au@illion.com.au](mailto:chc-au@illion.com.au)

Website: [illion.com.au](http://illion.com.au)

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**Experian Australia**

GPO Box 1969

North Sydney NSW 2060

Online contact form:

[experian.com.au/contact-us](http://experian.com.au/contact-us)

Phone: 1300 783 684

Email: [creditreport@au.experian.com](mailto:creditreport@au.experian.com)

Website: [experian.com.au](http://experian.com.au)

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**CreditorWatch**

GPO Box 276

Sydney NSW 2001

Online contact form:

[creditorwatch.com.au/contact](http://creditorwatch.com.au/contact)

Phone: 1300 501 312

Website: [creditorwatch.com.au](http://creditorwatch.com.au)

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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.

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### **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.

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### **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.

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### **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.

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### **Building security**

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

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### **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.

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**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.

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## 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](https://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](https://agl.com.au/our-commitments). You can also read our Complaints and Dispute Resolution Policy (AGL Energy) at [agl.com.au/contact-us/complaints](https://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](https://www.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](https://ewon.com.au/page/making-a-complaint/complaint-form)

**Phone:** 1800 246 545

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

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

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

### Energy and Water Ombudsman Victoria

Reply Paid 469, Melbourne VIC 8060

**Online complaint form:**

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

**Phone:** 1800 500 509

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

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

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

### Energy and Water Ombudsman Queensland

PO Box 3640, South Brisbane BC Qld 4101

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

**Phone:** 1800 662 837

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

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

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

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

GPO Box 2947, Adelaide SA 5001

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

**Phone:** 1800 665 565

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

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

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

PO Box Z5386, St Georges Terrace, Perth WA 6831

**Phone:** 1800 754 004

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

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

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

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

GPO Box 5218, Sydney NSW 2001

**Online complaint form:**

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

**Phone:** 1300 363 992

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

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

## 9. Contact us

To ask us a question, access your personal information, request a correction to your personal information, make a complaint, or get a printed copy of this policy, you can use our online enquiry form. Or you can contact 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](http://agl.com.au/contact-us)

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

**Website:** [agl.com.au](http://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](http://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](mailto:info@southernphone.net.au)

**Fax:** 1300 763 744

**Website:** [southernphone.com.au](http://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](mailto:info@perthenergy.com.au)

**Website:** [perthenergy.com.au](http://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](http://agl.com.au/contact-us)



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

**Arabic**

هل تحتاج لترجم؟ 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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