



Things you should know

Standard Form Contract Customer
Effective 8 November 2023

Western Australia

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

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

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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/customercharter.



Standard Form Contract Terms and Conditions

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Terms and conditions for Standard Form Contract

This contract is about the sale of gas to *you* as a *small use customer* at the *premises*. It is a standard form contract that may start without *you* having to sign a document agreeing to these *terms and conditions*.

In addition to *this contract*, the *relevant regulations* and other consumer laws also contain rules about the sale of gas and *we* will comply with these rules in *our* dealings with *you*. For example, the *Energy Coordination Act*, *customer contracts regulations*, *gas tariff regulations* and the *gas customer code* set out specific rights and obligations about marketing, payment methods and arrangements for *customers* experiencing payment difficulties.

More information about *this contract* and other matters is on *our website*.

1. The parties

This contract is between:

AGL who sells gas to *you* at the *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

- The meaning of words and phrases used in *this contract* that appear in *italics* is set out in clause 23. If a word or phrase is defined, any other grammatical form of that word or phrase has the same meaning.
- In *this contract*, a reference to a statute, code or other law includes regulations and other instruments made under it and consolidations, amendments, re-enactments or replacements of any of them from time to time.
- In *this contract*, a reference to a document or agreement, or a provision of a document or agreement (including *this contract* and policies and procedures referred to in *this contract*), means that document, agreement or provision as amended, supplemented, replaced, novated or assigned from time to time.

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 form contract* as required for a *small use customer* under the *customer contracts regulations*.

3.2 Application of these terms and conditions

These terms and conditions apply to *you* if:

- you* are a *residential customer*; or
- you* are a *non-residential customer* who is a *small use customer*; and
- you* request *us* to sell gas to *you* at the *premises*; or
- you* take gas at a *premises* and *we* are deemed by law to be *your retailer*; and
- you* are not being sold gas for the *premises* under a *non-standard contract*.

4. Term and connection requirements

4.1 Cooling-off period

- (a) *This contract has a cooling-off period of 10 business days starting on the date you accept this contract.*
- (b) *You can cancel this contract before the end of the cooling-off period by giving us notice in writing or by telephone clearly indicating your wish to do so.*
- (c) *We will not supply you gas under this contract during the cooling-off period unless you request us to do so during that period.*
- (d) *If you request us to supply you gas during the cooling-off period and you subsequently cancel this contract during that period, you must pay us the applicable charges under clauses 8, 9, 10 and 11 in respect of that period.*
- (e) *If you cancel this contract during the cooling-off period, this contract has no effect and, subject to clauses 4.1(d) and (f), you will continue to purchase gas at the premises under the same arrangements that applied prior to your acceptance of this contract.*
- (f) *If you cancel this contract under clause 4.1(b), but AGL is responsible for gas supplied to the premises (for example, where supply to you begins because of a new connection arrangement or because you are a new occupant at the premises), then from the supply commencement date until you (or any other person) enter into another gas contract with AGL or any other retailer, the terms of the deemed arrangement apply between you and AGL to the sale and supply of gas at the premises.*
- (g) *If you cancel this contract during the cooling-off period, AGL will create a record of your cancellation in accordance with the relevant regulations and/or relevant codes.*
- (h) *If AGL has provided new connection services at your request and you cancel this contract during the cooling-off period, AGL may still charge you a special meter reading fee as set out in the fee schedule.*

4.2 When does this contract start and end?

- (a) *This contract starts on the date we agree to supply gas to you or at any earlier time when we are deemed by law to be your retailer.*
- (b) *This contract ends on the date that is 1 year after the date it starts, or the earlier date that it is ended by you or us under this clause 4.*
- (c) *If you are still consuming gas at the end of the 1 year period referred to in clause 4.2(b), this contract will be automatically renewed for a further period of 1 year. This contract will then be automatically renewed for 1 year at the end of each year until it is ended by you or us under this clause 4.*
- (d) *Despite any other provision of this contract, this contract will not end until:*
 - (i) *if this contract ends because you have entered into a different contract with us, the cooling-off period (if any) for the new contract ends; or*

- (ii) *if this contract ends because you have entered into a contract with a different retailer, you have been transferred to the other retailer in accordance with the retail market rules; or*
- (iii) *if this contract ends because we have disconnected your supply, you no longer have any right to reconnection under this contract, a written law or a relevant code.*

4.3 Requirements for new connections

- (a) *This clause 4.3 applies if you request us to arrange for connection of the premises to the system and a new connection is required.*
- (b) *At your request, we will use our best endeavours to arrange for the distributor to install a meter and connect the premises to the system:*
 - (i) *on the date agreed with you; or*
 - (ii) *if no date is agreed with you, within 20 business days from the date of your request.*
- (c) *Our obligation under clause 4.3(b) does not apply unless:*
 - (i) *there is adequate supply available at the required volume and pressure at the boundary of the premises; and*
 - (ii) *your equipment at the premises complies with the relevant regulations and you let us or the distributor have safe and unhindered access to your equipment if required; and*
 - (iii) *you comply with any other requirements under the relevant regulations; and*
 - (iv) *you provide us with all information required for new accounts, in accordance with clause 4.5.*
- (d) *We may require you to pay a special meter reading fee, as set out in the fee schedule, to connect the premises.*
- (e) *You must start paying charges for the supply of gas to the premises from the day and time that gas is turned on at the premises.*

4.4 Requirements for existing connections

- (a) *This clause 4.4 applies if you request us to arrange for connection of the premises to the system and the premises has previously been supplied by a retailer (i.e. there is an existing connection at the premises).*
- (b) *At your request, we will use best endeavours to arrange for the distributor to connect the premises to the system:*
 - (i) *on the date agreed with you; or*
 - (ii) *if no date is agreed with you, but provided we receive your request by 3pm on the previous business day, within 1 business day from the date of your request.*
- (c) *Our obligation under clause 4.4(b) does not apply unless:*
 - (i) *there is adequate supply available at the required volume and pressure at the boundary of the premises; and*
 - (ii) *your equipment at the premises complies with the relevant regulations; and*
 - (iii) *the meter at the premises is available for use and you let us or the distributor have safe and unhindered access to that meter; and*
 - (iv) *you comply with any other requirements under the relevant regulations; and*

- (v) *you* provide *us* with all information required for new accounts, in accordance with clause 4.5.
- (d) *We* will arrange for *you* to be connected in accordance with the distribution standards.
- (e) *We* may require *you* to pay a special meter reading fee, as set out in the *fee schedule*, to connect the *premises*.
- (f) *We* may require *you* to pay for all gas consumed at the *premises* since the final *meter* reading was taken.
- (g) If *we* did not take a final *meter* reading on the day the prior *customer* vacated the *premises*, *we* will estimate how much gas *you* consumed and how much the previous *customer* consumed and bill *you* on that basis.

4.5 Requirements for new accounts

- (a) *You* must provide *us* with any of the following information in relation to a new or existing connection at *our* request:
 - (i) acceptable identification; and/or
 - (ii) *your* contact details; and/or
 - (iii) if applicable, the contact details of the property owner or rental agent; and/or
 - (iv) consent to obtain and use *your* credit history information; and/or
 - (v) details of *your* eligibility for any *concession*; and/or
 - (vi) any other information that *we* reasonably require from *you*.
- (b) *We* may also require from *you*:
 - (i) a *security deposit*, in accordance with clause 12; and/or
 - (ii) payment for any debt *you* owe *us* for gas supplied to another premises (other than a debt which is the subject of a dispute or an existing payment arrangement with *us*).

4.6 When can *you* end *this contract*?

You can end *this contract*: at any time, if *you* give *us* a notice stating that *you* wish to end *this contract* not less than 5 days before the day on which *you* want *this contract* to end.

4.7 When can *we* end *this contract*?

- (a) *We* can end *this contract* by giving *you* notice, if:
 - (i) *you* become insolvent; or
 - (ii) *you* go into liquidation; or
 - (iii) *you* commit an act of bankruptcy; or
 - (iv) *you* commit a substantial breach of *this contract* (for example, *you* fail to comply with *your* obligations under clause 15) which is not capable of remedy or where the substantial breach is capable of remedy where *you* have not remedied such breach within 7 business days of AGL providing written notice to *you*; or
 - (v) *you* are no longer a *small-use customer*; or
 - (vi) *we* agree with *you* to end *this contract*.
- (b) *We* will specify the date *this contract* ends in *our* notice to *you*.
- (c) *We* will not end *this contract* if *you* commit a breach of *this contract* (other than a substantial breach of *this contract*) unless:
 - (i) *we* have a right to *disconnect* supply under *this contract*, a written law or a *relevant code*; and
 - (ii) *we* have *disconnected* supply at all the *premises* that are covered by *this contract*.

4.8 What happens when *this contract* ends?

- (a) *We* will:
 - (i) arrange to *disconnect* *your* supply (if *we* have not already); and
 - (ii) arrange for a final *meter* reading, on the day on which *this contract* ends.
- (b) *We* will then issue *you* with a *final bill*.
- (c) *We* may, subject to the provisions of any written law or a *relevant code*, charge *you* a fee for the *disconnection* of *your* supply and/or a special meter reading fee for taking *your* final *meter* reading. Such fees are as set out in the *fee schedule*.
- (d) *We* or the *distributor* may remove any *network equipment* at the *premises* at any time after the day on which *this contract* ends. *You* must give *us* and the *distributor* safe and unrestricted access to the *premises* for this purpose.
- (e) If *this contract* ends and *you* wish *us* to supply gas to *you* again, *you* must enter into a new contract with *us*.
- (f) Rights and obligations accrued before the end of *this contract* continue despite the end of *this contract*, including any obligations to pay amounts to *us*.

4.9 Vacating the *premises*

- (a) If *you* are vacating the *premises*, *you* must give *us* *your* forwarding address for *your final bill* as part of *your* notice under clause 4.6.
- (b) When *we* receive *your* notice, *we* must use *our* best endeavours to arrange a *meter* reading on the date *you* tell *us* *you* will vacate the *premises* (or as soon as possible after that date if *you* do not provide access to the *meter* on that date) and send a *final bill* to *you* at the forwarding address stated in *your* notice. For doing this *we* can charge *you* a special meter reading fee, details of which are set out in the *fee schedule*.
- (c) If it is not possible to read the *meter* on the date *you* vacate the *premises* and a new *customer* is entering the *premises*, *we* will estimate how much gas *you* consumed and how much the new *customer* consumed, in accordance with clause 4.4(g) and clause 9.6 as relevant.
- (d) If *you* give *us* at least 5 days' prior notice of *your* intention to vacate the *premises*, *you* will continue to be responsible for *charges* for the *premises* until the date that *you* vacate the *premises* (but not after), unless *we* agree with *you* otherwise.
- (e) If *you* do not give *us* at least 5 days' prior notice of *your* intention to vacate the *premises*, *you* will continue to be responsible for *charges* for the *premises* up to the date that is 5 days after *you* give *us* notice of *your* intention to vacate the *premises*, unless *we* agree with *you* otherwise or the circumstances in clause 4.9(f) apply.
- (f) If *you* reasonably demonstrate to *us* that *you* have been forced to vacate the *premises* (for example, because *you* have been evicted) with less than 5 days' notice, *we* will not require *you* to pay *charges* for the *premises* beyond the date *you* give *us* notice.
- (g) If *you* vacate the *premises* and a new *customer* enters into a contract for that *premises*, then *you* are not required to pay for any gas supplied to that *premises* once the new *customer's* obligation to pay for gas takes effect. However, *we* may need to estimate the amount of gas *you* consumed and the amount of gas the new *customer* consumed, under clause 4.4(g) or clause 4.9(c).

5. Scope of this contract

5.1 What is covered by *this contract*?

- (a) Under *this contract* we agree to sell you gas at the *premises*. We also agree to comply with:
- (i) our other obligations set out in *this contract*; and
 - (ii) the *relevant regulations*, including the standards of service set out in Part 5 of the *customer contracts regulations*; and
 - (iii) the *relevant codes*.
- (b) In return, you agree:
- (i) to be responsible for *charges* for gas supplied to the *premises* until *this contract* ends, even if you vacate the *premises* earlier (except in the circumstances set out in clause 4.9(d)); and
 - (ii) to pay the amounts billed by us under *this contract*; and
 - (iii) to comply with your obligations under *this contract*, the *relevant regulations* and the *relevant codes*.

5.2 What is not covered by *this contract*?

- (a) Except as provided in clause 16, *this contract* does not cover the physical connection of the *premises* to the *system*, including metering equipment, the maintenance of that connection and the supply of gas to the *premises*. This is generally the role of the *distributor*.
- (b) If you ask us for information relating to the distribution of gas, we will give you that information if we can practicably do so, or (if we cannot) we will refer you to the *distributor*.

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.

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 gas changes (for example, if you start running a business at the *premises*).

6.3 Obligations if you are not an owner

If you cannot meet an obligation relating to the *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

- (a) 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 *system* and the acts of other persons (such as the *distributor*), including at the direction of a *relevant authority*.

- (b) To the extent permitted by law including the Australian Consumer Law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of gas, 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, and to the extent permitted by law, we are not liable for any loss or damage you suffer as a result of the total or partial failure to supply gas to the *premises*, which includes any loss or damage you suffer as a result of the defective supply of gas.
- (d) To the extent permitted by law, and despite any other provision of *this contract*, or anything outside of *this contract* (including tort law), we will in no circumstances be liable to you for any indirect or consequential loss, any business interruption loss, any loss of profits, any loss of opportunity, or any liability to a third party.

8. Price for gas and other services

8.1 What are our tariffs and other charges?

You must pay us the *standard tariff* that applies to you for gas we supply under *this contract*.

- (a) In addition to the *standard tariff*, you must pay us any other *charges* which apply to you. These include *charges* in connection with the following:
- (i) account application (see clause 4);
 - (ii) gas connection (see clause 4);
 - (iii) reconnection (see clause 14)
 - (iv) *meter* reading (see clause 9.6)
 - (v) *meter* testing (see clause 11.3);
 - (vi) disconnection, final *meter* reading and *final bill* (see clauses 4.8 and 4.9);
 - (vii) *late payment fee* (see clause 10.5);
 - (viii) provision of certain information and data (see for example clauses 9.7 and 22.4); and
 - (ix) any other *charges* as are published on our *website* from time to time.

We will publish our *charges* on our *website* (in the *fee schedule*), from time to time.

8.2 What are the *standard tariffs*?

- (a) There are 2 main types of *standard tariffs*: (1) a *residential tariff*, and (2) a *non-residential tariff*. There are also different *residential tariffs* and *non-residential tariffs* that apply depending on which *supply area* the *premises* is located in.
- (b) What *standard tariff* you pay depends on your circumstances and will be identified on your bill. Further information about how we determine what tariff you pay is contained in clause 8.4.
- (c) The *standard tariffs* will be no more than the applicable maximum tariff permitted by the *gas tariff regulations*.

8.3 What is included in the *standard tariff*?

- (a) Each *standard tariff* includes:
- (i) a fixed component – the amount of this component stays the same regardless of the amount of gas consumed at the *premises*; and

- (ii) a usage component – the amount of this component changes based on the amount of gas consumed at the *premises*.
- (b) The fixed component and the usage component are specified in the *standard tariffs* that are published on *our website*.
- (c) The *standard tariff* does not include the additional *charges* that we may charge you under *this contract*. Those *charges* are listed in clause 8.1(b) or as published on *our website* from time to time in the *fee schedule*.

8.4 Which *standard tariff* do you pay?

- (a) You will either pay a *residential tariff* or a *non-residential tariff*, depending on *your* circumstances.
- (b) Unless you qualify to pay the *residential tariff*, you will pay the *non-residential tariff*.
- (c) The *gas tariff regulations* set out the eligibility criteria for paying the *residential tariff*. Under those regulations, to qualify to pay the *residential tariff*, the *premises* must be a *dwelling* (or another place to which the supply is separately metered) and the supply must be solely for residential use.

8.5 Changes to tariffs and other *charges*

- (a) If we change *our standard tariffs* or any of *our charges*, we will publish the change and the date it takes effect in the Government Gazette if required by law, in a major newspaper circulating in the *supply area* or on *our website*.
- (b) If the change affects you, we will notify you of the change and the date it takes effect as soon as practicable after the change is gazetted (if required) or published in the newspaper or on our website and in any event no later than on *your* next bill in the billing cycle.

8.6 Change of tariff due to change of use

- (a) If you are paying the *residential tariff*, you must not use gas for a non-residential purpose unless you give us reasonable notice of *your* intention to do so.
- (b) If a change in *your* use of gas means you are no longer eligible for the particular *standard tariff* you are on, we may transfer you to a new *standard tariff*:
 - (i) if you notify us there has been a change of use – from the date of notification; or
 - (ii) if you have not notified us of the change of use – retrospectively from the date the change of use occurred (up to a maximum of 12 months prior).

8.7 Change of tariff or type of tariff on request

- (a) If you think you satisfy the criteria applying to another *standard tariff* or type of *standard tariff*, you can request us to review *your* current circumstances to see whether that *standard tariff* or type of *standard tariff* can apply to you.
- (b) If you meet the criteria for another *standard tariff* or type of *standard tariff* and request us to do so, we will transfer you to that other *standard tariff* or type of *standard tariff* within 10 *business days*. The effective date of the change will be the date of the last *meter* reading at the prior tariff or the date the type of *meter* is changed (if needed).

8.8 Change to tariffs or type of tariff during a *billing cycle*

If the *standard tariff* that applies to you changes during a *billing cycle*, we will calculate *your* next bill on a proportionate basis.

8.9 GST

- (a) Amounts specified in *our standard tariffs* from time to time and other amounts payable under *this contract* may be stated to be exclusive or inclusive of GST. Clause 8.9(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid 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.

9. Billing

9.1 General

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

- (a) to you at the address specified 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 What *your* bill will contain

Unless you agree otherwise, the bills we send to you will include the information required by the *relevant codes*, including, for the relevant *billing cycle*, the following information:

- (a) *your* name and account number; and
- (b) the *meter* or property number; and
- (c) the *premises* and any relevant mailing address; and
- (d) the date of the current *meter* reading or (if applicable) estimated current *meter* reading; and
- (e) the current *meter* reading and previous *meter* reading or (if applicable) estimated current or previous *meter* readings; and
- (f) *your* total actual consumption or (if applicable) estimated total consumption; and
- (g) the average daily consumption and average daily cost; and
- (h) the number of days in the *billing cycle*; and
- (i) the *standard tariff* that applies to you; and
- (j) if you are paying the *residential tariff*, details of any *concessions* that are available to you from us or the government, how you can find out about *your* eligibility for those *concessions* and the value and type of any *concessions* that we administer; and
- (k) the amount of any other *charges* or bill adjustments and (if applicable) details of the good or service provided; and
- (l) the amount of any overdue amounts or outstanding credit; and
- (m) any *late payment fee* for overdue amounts; and
- (n) the total amount due (taking into account any payment or payment plan you have agreed with us) or in credit; and
- (o) the *pay-by-date* for the bill; and
- (p) details of any *security deposit* you have provided to us; and

- (q) the ways *you* can pay *your* bill (including the availability of any payment plan) and what assistance is available if *you* are having trouble paying *your* bill; and
- (r) *our* telephone number for billing and payment enquiries and complaints or if *you* are experiencing payment difficulties; and
- (s) the availability of interpreter services; and
- (t) the *distributor's* 24 hour telephone number for faults and emergencies; and
- (u) the contact details of the *Ombudsman*.

We will separately itemise in *your* bill the *standard tariff*, *charges* and adjustments payable by *you* for the *billing cycle*.

9.3 Allocation of payment for additional goods and services

- (a) If *we* bill *you* for goods or services in addition to selling gas, those items will either be billed separately or identified as separate items on the bill.
- (b) We will apportion payments made by *you* in relation to *your* bill by applying the payments to the *gas charges* that we may recover from *you* in connection with *this contract* (before any other goods and services), and then to the oldest debt first.
- (c) If *we* apportion payments made by *you* in a manner other than in accordance with clause 9.3(b) due to operational requirements, we will not charge *you* any additional fees or interest as a result of apportioning in that alternative manner.

9.4 Calculating the bill

- (a) *Your* bills will be calculated based on the amount of gas consumed (or estimated to be consumed) at the *premises* during the *billing cycle* (using information obtained from reading the *meter* or otherwise in accordance with *this contract*).
- (b) To calculate the amount of gas consumed, *we* take the volume of gas consumed (measured in cubic metres) and then apply the applicable *heating value* to it, to convert the volume to an amount (measured in units of energy in gas). The *heating value* is determined by the *distributor* at various places on the *system* and may change from time to time.
- (c) *We* may calculate consumption through the measurement of gas from a master *meter* and use other measurement devices to calculate bills for individual usage of a product (if required).

9.5 Meter reading

- a) *We* will use *our* best endeavours to ensure that a *meter* reading is carried out as frequently as is needed to prepare *your* bills, consistently with the *relevant regulations* and *relevant codes*, and in any event at least once every 12 months.
- b) *We* may accept *your* reading of the *meter*, at *our* discretion. If *we* accept *your* reading, *we* will not make any adjustment to the bill for the *billing cycle* based on *your* reading if *we* subsequently read the *meter* and find an error in *your* favour.

9.6 Estimating *your* usage

- a) *We* may estimate the amount of gas consumed at the *premises* if:
 - (i) the *meter* cannot be read or *your* metering data is not obtained because of *your* actions or reasons beyond *our* control (for example, if access to the *meter* is not given or the *meter* breaks down, is tampered with, is bypassed,

- or is faulty); or
- (ii) *you* are vacating the *premises* and require a *final bill* immediately; or
- (iii) *we* are otherwise permitted to do so under *this contract*, including in accordance with clause 9.5(b); or
- (iv) *you* otherwise consent.

- (b) If *we* estimate *your* consumption, *we* will do so on the basis of:
 - (i) *your* prior billing history; or
 - (ii) if *you* do not have a prior billing history, the average consumption:
 - (1) at the *premises*; or
 - (2) at the *standard tariff* *you* are paying; or
 - (3) for *your* type of *meter*.
- (c) If *we* estimate the amount of gas consumed at the *premises* to calculate a bill, *we* must:
 - (i) clearly state on the bill that it is based on an estimation, that *you* can request the basis and reason for the estimation, and a verification of an estimation and a *meter* reading; and
 - (ii) when *your meter* is later read, except for *your final bill*, adjust *your* next bill for the difference between the estimate and the gas actually consumed.
- (d) If a later *meter* read shows that *you* have been undercharged, *we* will allow *you* to pay the undercharged amount in instalments, in accordance with clause 11.1.
- (e) If the *meter* has not been read due to *your* actions, and *you* request *us* to replace the estimated bill with a bill based on an actual reading of the *meter*, *we* will comply with *your* request provided *you* allow *us* access to the *meter*. For doing so, *we* may charge *you* a *special meter reading fee* set out in the *fee schedule*.

9.7 Your historical billing information

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

9.8 Bill smoothing

We may, if *you* agree, arrange for *you* to pay *your* bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of *your* gas 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 *pay-by-date*. The *pay-by-date* will be no earlier than 13 *business days* from the date on which *we* issue *your* bill.

10.2 How to pay *your* bill

You must pay *your* bill by any of the available methods described on *your* bill. These include:

- (a) paying in person;
- (b) paying by mail;

- (c) paying by direct debit;
- (d) paying electronically by credit card, BPAY, PayPal or Centrepay (if *you* are a *residential customer*); or
- (e) paying by credit or debit card over the telephone.

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

10.3 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.

10.4 Difficulties in paying

- (a) If *you* have difficulties paying *your* bill, or are experiencing financial hardship, *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* are experiencing financial hardship or payment difficulties, and we consider (in accordance with the *relevant codes*) that *you* are experiencing financial hardship or payment difficulties, we must offer *you* at least the following options:
 - (i) additional time to pay *your* bill; and
 - (ii) 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; and
 - (iii) the right to have the bill redirected to another person at no *charge*; and
 - (iv) information about available *concessions*, and information and referral to, government assistance programs; and
 - (v) information about independent financial counselling services and relevant consumer representatives that are available to assist *you*.
- (c) If *you* are a *non-residential customer* that is experiencing payment difficulties, we will consider any reasonable request for alternative payment arrangements.
- (d) Additional protections may be available to *you* under *our customer hardship policy* and under the *relevant codes* if *you* are a *customer* experiencing payment difficulties or financial hardship. A copy of *our customer hardship policy* is available on *our website* or available on request.

10.5 Late payment fees

If *you* have not paid a bill by the *pay-by-date*, we may, in addition to any other rights and remedies we have under *this contract* and subject to complying with the *relevant regulations* and *relevant codes*, require *you* to pay a *late payment fee*, the amount of which is set out in the *fee schedule*.

10.6 Debt collection procedures

- (a) We will not commence legal proceedings against *you* for amounts not paid by the *pay-by-date* (including referring the non-payment to a mercantile or debt collection agent) unless:
 - (i) we have complied with *our* obligations under clause 10.4; and
 - (ii) if *you* have entered into a payment plan with *us*, *you* are not complying with the terms of that payment plan

- (b) We may charge *you our* direct and indirect costs associated with collecting *your* debt (including legal fees, or fees or commissions we pay to a mercantile or debt collection agent), which we will advise *you* at the time.
- (c) We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission under the *Competition and Consumer Act 2010* (Cth).

11. Bill adjustments and reviews

11.1 Undercharging

- (a) If we have undercharged *you*, we may recover the undercharged amount from *you*. If we intend to recover an undercharged amount from *you*:
 - (i) we will notify *you* of the amount to be recovered no later than *your* next bill, along with an explanation of the undercharge; and
 - (ii) we will offer *you* time to pay the undercharged amount in instalments over at least the same period of time during which *you* were undercharged.
- (b) The maximum amount that we can recover from *you* under clause 11.1(a) is the amount that has been undercharged in the 12 months immediately before we notify *you*, unless the undercharge is *your* fault, or results from *your* unlawful act or omission.

11.2 Overcharging

- (a) If *you* have been overcharged by less than \$100 as a result of an error, defect or default for which we or the *distributor* is responsible, and *you* have already paid the overcharged amount, we must notify *you* of that overcharging and credit that amount to *your* next bill in the *billing cycle*.
- (b) If *you* have been overcharged by \$100 or more as a result of an error, defect or default for which we or the *distributor* is responsible, and *you* have already paid the overcharged amount, we must use best endeavours to inform *you* within 10 *business days* of *our* becoming aware of the overcharge and ask for *your* instructions as to whether that amount should be credited to *your* account or repaid to *you*.
- (c) If we receive instructions from *you* in accordance with clause 11.2(b), we must comply with *your* instructions within 12 *business days*. If we do not receive instructions from *you* within 5 *business days* of *our* request, we must use best endeavours to credit the amount of the overcharge to *your* account.
- (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.
- (e) If we have overcharged *you* but *you* owe a debt to *us*, we may, except as provided in the *relevant codes*, offset the overcharged amount against the money *you* owe *us*.
- (f) We will not pay *you* interest on any overcharged amount.

11.3 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 reasonable 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.
- (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 portion of the bill that *you* do not dispute.

12. Security deposits

12.1 When we can request a *security deposit*

- (a) If clause 12.1(b) applies, *we* may require that *you* provide *us* a *security deposit*:
 - (i) before *you* enter into *this contract*; or
 - (ii) at any time during the term of *this contract*.
- (b) *We* may require that *you* provide *us* a *security deposit* if:
 - (i) *you* are not a *residential customer*; and
 - (ii) either
 - (A) *you* owe an amount to *us* in relation to supply at any *premises* (unless *you* have disputed the bill relating to that amount and the bill is subject to either a review by *us* or a complaint to the *Ombudsman*);
 - (B) within two years before entering into *this contract*, *you* have fraudulently obtained supply, or consumed gas intentionally and unlawfully; or
 - (C) acting reasonably, *we* determine that *you* do not have a satisfactory payment record or credit history.
- (c) If *we* require *you* to provide *us* a *security deposit* because of our decision referred to in clause 12.1(b)(ii)(C), *we* must inform *you* of:
 - (i) *our* decision that *you* have an unsatisfactory credit history or an unsatisfactory history relating to paying for gas supplied to *you*, and the reasons for that decision; and
 - (ii) *our* complaints handling procedures and the *Ombudsman* scheme.

12.2 The amount of a *security deposit*

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

12.3 Treatment of and interest on *security deposits*

If *you* have paid a *security deposit*, *we* must:

- (a) keep that *security deposit* in a separate trust account;
- (b) separately identify that *security deposit* in *our* accounting records; and
- (c) pay *you* interest on the *security deposit* (which accrues daily at the *bank bill swap rate* and is capitalised every 90 days unless paid).

12.4 Use of a *security deposit*

- (a) *We* may use *your security deposit*, and any interest earned on the *security deposit*, to offset any amount that *you* owe

under *this contract* which is not subject to a genuine dispute in accordance with our complaints and dispute resolution procedure:

- (i) if *you* fail to pay a bill and as a result *we* *disconnect* the *premises* (and *you* no longer have any right to reconnection under *this contract*); or
- (ii) in relation to a *final bill*.
- (b) If *we* use *your security deposit* or any accrued interest to offset amounts owed to *us*, *we* will advise *you* in writing and pay *you* the balance (if any) within 10 *business days*.

12.5 Return of *security deposit*

- (a) *We* must return *your security deposit* and any accrued interest within 10 *business days* of the following circumstances occurring:
 - (i) if *you* pay *our* initial bills by the relevant *pay-by-dates* for a continuous period of 2 years; or
 - (ii) if *you* stop purchasing gas at the relevant *premises* under *this contract* (including when *you* leave the *premises*, when *we* *disconnect* supply at the *premises* at *your* request, or when *you* transfer to another *retailer*).
- (b) If *you* do not give *us* any reasonable instructions, *we* will credit the amount of the *security deposit*, together with any accrued interest, to:
 - (i) *your* next bill (if clause 12.5(a)(i) applies); or
 - (ii) *your* final bill (if clause 12.5(a)(ii) applies).

12.6 Failure to pay the *security deposit*

If *we* require *you* to pay a *security deposit* and *you* fail to do so (in whole or in part), *we* may, to the extent permitted by *our* gas trading licence and the terms of *this contract*:

- (a) *disconnect* supply or cause *disconnection* to occur at *your premises*; or
- (b) refuse to reconnect supply.

13. Disconnection of supply

13.1 When can *we* arrange for *disconnection*?

Subject to *us* satisfying the requirements in any written law or *relevant codes*, *we* may arrange for the *disconnection* of the *premises* if:

- (a) *you* do not pay a bill for the *premises* (or a prior *premises*) by the *pay-by-date*, and the other requirements set out in clause 13.5 are satisfied;
- (b) *you* do not provide a *security deposit* *we* are entitled to require from *you* and *we* have given *you* at least 5 *business days'* written notice of *our* intention to *disconnect* the *premises*; or
- (c) *you* do not give access to the *premises* to read a *meter* (where relevant) for the purposes of 3 consecutive bills, and the other requirements set out in clause 13.6 are satisfied; or
- (d) there has been unlawful or unauthorised use of gas at the *premises*; or
- (e) for reasons of health and safety, and the other requirements set out in clause 13.7 are satisfied; or
- (f) in an *emergency*; or
- (g) for reasons of planned maintenance on, or change to, the *system*, and *we* have used *our* best endeavours to notify *you* of

such *disconnection* in accordance with *our* notice obligations under clause 16.2(c); or

- (h) *you* ask us to; or
- (i) *we* are otherwise entitled or required to do so under the *relevant regulations, relevant codes* or by law.

We may require *you* to pay us a *disconnection charge* for *disconnection* of the *premises* from the *system*, details of which are set out in the *fee schedule*.

13.2 Notice and warning of *disconnection*

Before *disconnecting* the *premises*, *we* must comply with relevant warning notice requirements and other provisions in the *relevant regulations* and *relevant codes*. However, *we* are not required to provide a warning notice prior to *disconnection* in certain circumstances (for example, where there has been unlawful or unauthorised use of gas at the *premises* or where there is an *emergency*).

13.3 When we must not arrange *disconnection*

We must not arrange *disconnection* of the *premises*:

- (a) after 3pm on a weekday other than a Friday; or
- (b) on a Friday, Saturday or Sunday, public holiday or day before a public holiday; or
- (c) while an application *you* have made for any available government *concession*, or payment plan *we* offer, has not been determined; or
- (d) while any complaint *you* have made to us or the *Ombudsman* (or other external dispute resolution body) that directly relates to the reason for *disconnection* remains unresolved; or
- (e) if *you* have given us a written statement from a *medical practitioner* to the effect that supply is necessary to protect the health of a person who lives at the *premises* and *you* have entered into arrangements acceptable to us in relation to payment for gas supplied, unless *disconnection* is required under the *Gas Standards Act*.

13.4 Exceptions to clause 13.3

The restrictions on *our* right to *disconnect* set out in clause 13.3 (other than those set out in clause 13.3(e)) do not apply if the *disconnection* is:

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

13.5 When we must not arrange *disconnection* for failure to pay a bill

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

less than 20 *business days* after the date the bill was issued; and

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

13.6 When we must not arrange *disconnection* for failure to give access to a *meter*

We must not arrange *disconnection* for *your* failure to give access to a *meter*, unless:

- (a) each time *we* couldn't get access to the *meter*, *we* gave *you* at least 5 *business days'* written notice:
 - (i) advising of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
 - (ii) requesting access; and
 - (iii) informing *you* that *we* can arrange *disconnection* if *you* fail to provide access; and
- (b) *we* gave *you* an opportunity to offer reasonable alternative access arrangements; and
- (c) *we* gave *you* at least 5 *business days'* written notice of *our* intention to *disconnect* the *premises*; and
- (d) *we* have used *our* best endeavours to contact *you* and inform *you* of the proposed *disconnection*.

13.7 When we must not arrange *disconnection* for health and safety reasons

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

- (a) *we* have given *you* written notice of the reason;
- (b) where it is possible for *you* to do so, *we* have given *you* 5 *business days* to remove the reasons; and
- (c) *we* have given *you* a further notice of at least 5 *business days'* *our* intention to *disconnect* the *premises*.

13.8 *Our* obligations on *disconnection* following *emergency*

If *we* *disconnect* the *premises* because of an *emergency*, *we* will

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

14. Reconnection after disconnection

14.1 When we must arrange reconnection

- (a) Subject to the provisions of any written law or *relevant code*, we must request the *distributor* to reconnect the *premises* if:
 - (i) within 10 *business days* of the *premises* being *disconnected* for failure to pay, *you* pay the overdue amount or make an arrangement for its payment; or
 - (ii) within 10 *business days* of the *premises* being *disconnected* for denial of access to a *meter*, *you* provide access to the *meter*; or
 - (iii) within 10 *business days* of the *premises* being *disconnected* for unlawful or unauthorised consumption of gas, *you* pay for the gas consumed; or
 - (iv) within 10 *business days* of the *premises* being *disconnected* for refusal to pay a *security deposit*, *you* pay *us* the *security deposit*.
- (b) Subject to the provisions of any written law or *relevant code*, if the *premises* were *disconnected* because of an *emergency* or for health, safety or maintenance reasons, *we* will use *our* best endeavours to arrange reconnection of the *premises* as soon as possible (and in any case within 20 *business days*) if the situation or problem giving rise to the need for *disconnection* has been rectified.
- (c) Except where clause 14.1(b) applies, *we* may require *you* to pay *us* a reconnection *charge* as a condition of reconnection of the *premises* to the *system*, details of which are set out in the *fee schedule*.

14.2 When reconnection will occur

We will:

- (i) use *our* best endeavours to arrange reconnection on the day *you* request it, if *you* make *your* request before 3pm on a *business day*; or
- (ii) arrange reconnection as soon as possible on the next *business day*, if *you* make *your* request after 3pm on a *business day* or on a day other than a *business day*.

14.3 When we can end *this contract* following *disconnection*

We may end *this contract* 10 *business days* following *disconnection* if the requirements in clause 14.1(a) or (b) (whichever applies) are not met.

15. Wrongful and illegal use of gas

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

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

- (ii) causes damage or interference to any third party; or
- (d) allow gas purchased from *us* to be used otherwise than in accordance with *this contract*, the *relevant regulations* and *relevant codes*; or
- (e) tamper with or bypass, or permit tampering with or bypassing, any *meters* or associated equipment; or
- (f) turn gas on at the *meter*, without *our* permission, if *we* or the *distributor* have turned the gas off.

16. Equipment and access

16.1 Maintenance of equipment

- (a) *We* or the *distributor* will provide, install and maintain *network equipment* in accordance with the *relevant regulations* and *relevant codes*. This includes the *meter*, and any necessary ancillary equipment at the *premises* (and in doing so, *we* will take into account *your* wishes).
- (b) The equipment that is located after (downstream of) the point that gas leaves the *meter* for the *premises* is *your equipment*. The equipment that is located before (upstream of) that point, as well as the *meter* itself, is the *network equipment* (it may be *ours* or the *distributor's*).
- (c) *You* must keep *your equipment* in good condition, free from damage and interference and only permit an accredited installer to perform work on *your equipment*.

16.2 Access to *premises*

- (a) *You* must allow safe and unrestricted access to the *meter* at the *premises*.
- (b) *You* must allow safe and unrestricted access to the gas installation (as defined in section 4 of the *Gas Standards Act*) at the *premises* for the purposes of any inspection authorised by law.
- (c) Except in the case of an *emergency*, suspected illegal use or routine *meter* replacements, or where *you* agree to a shorter time, if *we* intend to access the *premises* to undertake inspections, repairs, testing or maintenance of the *network equipment* or the *system* (including where *we* need to *disconnect* the *premises* for that purpose), *we* or the *distributor* will give *you*:
 - (i) no less than 5 *business days'* notice if access to the *premises* is required for planned maintenance at the *premises* or on the *system*, where it is practical to do so;
 - (ii) notice if and when it is practical to do so if access to the *premises* is required for any other reason (other than where clause 16.2(c)(iii) applies). In such a case, *we* or the *distributor* are entitled to access the *premises* immediately; or
 - (iii) such longer period that *we* or the *distributor* are required to give *you* under the *relevant regulations* and *relevant codes*
- (d) When *we* undertake maintenance, *we* will use *our* best endeavours to minimise any interruptions or *disconnection* because of it.
- (e) Any of *our* representatives seeking access to the *premises* will wear in a visible manner or carry official identification to show *you* that they are *our* representative.

17. Notices and bills

- (a) Notices and bills under *this contract* must be sent in writing, unless *this contract* or the *relevant regulations* or *relevant codes* say otherwise.
- (b) You agree that we may communicate with you by electronic means (including email, short message service, or multi-media message service), using the details that you have provided to us.
- (c) 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.
- (d) Our contact details for you to contact us or send us a notice are as set out in your bill, or as notified to you from time to time.

18. Confidentiality and privacy

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

19. Complaints and dispute resolution

19.1 Complaints

If you have a complaint relating to the sale of gas 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 manage your complaint in accordance with the *Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organisations* and respond to your complaint within the required timeframes set out in our *standard complaints and dispute resolution procedures*.

After attempting to resolve your complaint, you may request your complaint be raised to a higher level within AGL, and if you are not satisfied with the outcome, you may contact the *Ombudsman*.

20. Relief for circumstances outside of a party's control

20.1 Effect of *force majeure event*

If either party to *this contract* cannot meet an obligation under *this contract* because of 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 details 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 Western Australia govern *this contract*.

22. General

22.1 Obligations carried out on our behalf

Some obligations placed on us under *this contract* may be carried out by another person (for example, the *distributor*). 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* (subject to the limitations on liability set out in clause 7).

22.2 Amending *this contract*

- (a) Except as provided in clause 8.5, *this contract* may only be changed with the approval of the *Economic Regulation Authority*. Once the amendments are approved, *this contract* is deemed to be amended to reflect those changes without requiring your consent or any other action from you.
- (b) We will notify you of any amendment to *this contract* that occurs under clause 22.2(a), and you may end *this contract* under clause 4 if you do not agree with the amendments.
- (c) We will publish any amendments to *this contract* on our *website*.

22.3 Transfer of *this contract*

- (a) We may assign or novate *our* rights and obligations under *this contract* to another *retailer* at any time:
- (i) by notice to *you* and without *your* consent, if:
 - (A) that *retailer* is a related body corporate of *AGL*; or
 - (B) that assignment or novation forms part of the transfer of all or a substantial part of *our* retail business to that other *retailer*; or
 - (ii) if *you* agree to that assignment or novation.
- (b) Unless we otherwise agree, *you* cannot assign or novate *your* rights and obligations under *this contract* to any *third party*.

22.4 Further information *you* may request from *us*

We will provide *you* with the following information if *you* request *us* to:

- (i) a copy of *our customer service charter*;
- (ii) information about the *charges* payable by *you* under *this contract*, and alternative tariffs that are available to *you*;
- (iii) a copy of *our customer hardship policy*;
- (iv) a copy of *our standard complaints and dispute resolution procedures* and details of the *Ombudsman*;
- (v) a copy of the *customer contracts regulations* or any *relevant codes*;
- (vi) information about energy efficiency;
- (vii) billing data; and
- (viii) contact details for obtaining information about government assistance programs or financial counselling services.

22.5 Severability

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

23. Glossary of terms

In *this contract*, unless the context requires otherwise, the following terms have the meaning set out below.

AGL means AGL Sales Pty Limited ABN 88 090 538 337;

bank bill swap rate has the meaning given in the *customer contracts regulations*;

billing cycle means the regular recurrent period for which *you* receive a bill from *us*, which will be determined by *us* but (unless otherwise permitted by law) must be no less than once a month and at least once every 3 months unless *you* have agreed otherwise;

business day means a day other than a Saturday, a Sunday or a public holiday in Perth, Western Australia;

charge means any fee, price, tariff (including the *standard tariff*), cost or other amount that *we* may recover from *you* in connection with *this contract*;

concession means a *concession*, rebate, subsidy or grant related to the supply of gas and available to *residential customers*;

cooling-off period means the period starting on the date *you* enter into a contract as a result of *door-to-door marketing* and ending 10 *business days* after that date;

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

customer contracts regulations means the Energy Coordination (Customer Contracts) Regulations 2004 (WA);

customer hardship policy means *our* policy for assisting *residential customers* who are experiencing financial hardship or payment difficulties, which is available on *our website*;

customer service charter means *our* customer service charter as in force from time to time;

disconnection means an action to prevent the flow of gas to the *premises*, but does not include a temporary interruption;

deemed arrangement means the arrangement, under the *relevant regulations*, that is taken to apply between a *customer* and the responsible *retailer* in circumstances where the *customer* consumes gas at a *premises* and has not entered into a standard form contract or a market retail contract with a *retailer*;

distributor means the person who operates the *system* to which the *premises* are connected and holds a distribution licence under the *Energy Coordination Act* (referred to as the gas distribution operator in the *customer contracts regulations*);

door-to-door marketing means the marketing practice under which:

- (a) the *retailer* or *gas marketing agent* goes from place to place seeking out persons who may be prepared to enter, as *customers*, into contracts; and
- (b) the *retailer* or the *gas marketing agent* or some other *gas marketing agent* then or subsequently enters into negotiations with those prospective *customers* with a view to arranging contracts on behalf of, or for the benefit of, the *retailer* or party other than the *customer*;

dwelling means a house, flat, home unit or other place of residence;

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

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

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

fee schedule means a list of fees referred to in this contract relevant to the *premises* available on *our website* or on request;

final bill means a bill *we* issue when *you* vacate the *premises* or when *you* stop purchasing gas from *us* at the *premises* or when the *premises* are *disconnected*;

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

gas customer code means the Compendium of Gas Customer Licence Obligations comprised in Schedule 2 to a gas trading licence issued under the *Energy Coordination Act* as in force from time to time;

gas marketing agent means:

- (a) a person who acts on behalf of a *retailer*;
 - (i) for the purpose of obtaining new *customers* for the licensee; or
 - (ii) in dealings with existing *customers* in relation to contracts for the supply of gas by the licensee; or
- (b) a representative, agent or employee of a person referred to in paragraph (a); and
- (c) not a person who is a customer representative.

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

gas tariff regulations means the Energy Coordination (Gas Tariffs) Regulations 2000 (WA);

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

heating value means the amount of energy in a given volume of gas;

late payment fee means the fee payable for overdue amounts as published on *our website* from time to time;

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

meter means the instrument and associated equipment used to measure the amount of gas consumed at the *premises*;

network equipment means the *meter*, and any pipes, apparatus or other equipment used for or in connection with the supply of gas at the *premises*, excluding *your equipment*, that is owned by *us* or the *distributor*;

non-residential customer means a *small use customer* that is not a *residential customer*;

non-residential tariff means a *charge* for the supply of gas used other than for residential purposes;

non-standard contract has the meaning given in section 11WB of the *Energy Coordination Act*;

Ombudsman means the Energy and Water Ombudsman Western Australia appointed under an approved scheme under the *Energy Coordination Act*, details of which are available at <http://www.ombudsman.wa.gov.au/energyandwater/index.html> or by calling 1800 754 004;

party means *you* or *us*, as the context requires;

pay-by-date means the date for payment specified on the bill;

personal information means information or opinion about *you* from which your identity is apparent or can reasonably be ascertained;

premises means the address of the place to which gas is, or will be, supplied under *this contract* (this is the 'supply address' as defined in the *customer contracts regulations*);

relevant authority means any person or body who has the power under law to direct *us* or the *distributor*, including the *Economic Regulation Authority* and State or Federal Police;

relevant codes means the codes, standards and similar documents that apply to *our* supply of gas to *you* under *this contract*, including, the Gas Marketing Code of Conduct 2022 (WA), the *Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organisations* and the *gas customer code*;

relevant regulations means any laws and regulations that apply to *our* supply of gas to *you* under *this contract*, including the *Energy Coordination Act*, *customer contracts regulations* and the *gas tariff regulations*;

reminder notice means a notice that *we* give *you* reminding *you* to pay a bill (see clauses 10.3 and 13.5);

residential customer means a *small use customer* who purchases gas solely for domestic use;

residential tariff means a *charge* for the supply of gas used for residential purposes;

retail market rules has the meaning given in section 11ZOA of the *Energy Coordination Act*;

retailer means a person that holds a gas trading licence under the *Energy Coordination Act*;

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

small use customer means a person who buys or wants to buy gas from a *retailer*, whose consumption of gas is less than 1 terajoule a year and who is either a *residential customer* or *non-residential customer*;

standard complaints and dispute resolution procedures means *our* standard procedures for managing complaints and disputes, which are published on *our website* from time to time;

standard form contract has the meaning given in section 11WB of the *Energy Coordination Act*;

standard tariff means tariffs that *we charge you* for or in connection with the sale and supply of gas. These are published on *our website*;

supply area means the mid-west/south-west geographical area in Western Australia;

system means the gas distribution system used to supply the *premises* with gas;

this contract means the agreement between *you* and *us* which is comprised by the terms and conditions set out in this document;

we, our or **us** means *AGL*;

website means www.agl.com.au;

you or **your** means *you*, the *customer* to whom *this contract* applies; and

your equipment means the pipes and equipment that is located after (downstream of) the point that gas leaves the *meter* for the *premises* and excludes the *network equipment*.

24. How you can contact us

You can contact us:

At *our* registered office address:

Level 24, 200 George Street,
Sydney, NSW 2000

By post:

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

By telephone on: **131 245**

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

We may change our contact details from time to time.

We will publish any changes.

Privacy Policy

(including Credit Reporting Policy)

Effective 15 November 2023

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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 July 2019

How our Complaint Handling and Dispute Resolution Procedure works

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

Our Complaint Resolution Procedure

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

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

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

Step 1. Customer Solutions

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

Step 2. Complaints

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

Further help

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

Getting in touch with your Ombudsman

New South Wales

Energy and Water Ombudsman NSW

Phone: 1800 246 545

Web: ewon.com.au

Queensland

Energy and Water Ombudsman Queensland

Phone: 1800 662 837

Web: ewoq.com.au

South Australia

Energy and Water Ombudsman SA

Phone: 1800 665 565

Web: ewosa.com.au

Victoria

Energy and Water Ombudsman Victoria

Phone: 1800 500 509

Web: ewov.com.au

Western Australia

Energy and Water Ombudsman Western Australia

Phone: 1800 754 004

Web: ombudsman.wa.gov.au/energyandwater



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

