

**Thank you** for  
choosing us



Standard Form  
Customer Agreement

New South Wales

# **Understanding your Natural Gas Agreement**

Effective March 2011

Together we can  
make a difference.™

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## Origin is proud to be your gas retailer

At Origin Energy we are dedicated to giving you the best possible service. This document is your copy of our *Agreement Terms*.

Understanding your *Agreement* with Origin Energy is important. If you have any questions after reading this document, please call 13 24 61 and our Customer Service Advisors will be happy to answer them.

### Your *Agreement* with us

This *Agreement* is a standard form customer supply *agreement* between us and a *small retail customer*, you. This *Agreement* is for the supply of gas and related goods and services to you in accordance with, and is compliant with, the *Gas Supply Act 1996* (NSW), the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* (NSW) and other instruments made under the *Gas Supply Act 1996* (NSW).

### In these *Terms* and *Conditions*

When we say 'we', 'us', and 'our' throughout this *Agreement*, we are referring to Origin Energy LPG Limited ABN 77 000 508 369 of Level 6, 1 King William Street, Adelaide 5000.

When we say 'you' and 'your', we mean the person or entity taking a supply of gas from us at the *Supply Address*.

You have the right to obtain supply from a supplier of your choice. Companies active in the small retail market and authorised to supply natural gas in NSW include: Origin Energy LPG Limited 13 24 61; Country Energy 132 356; AGL Retail Energy Limited 131 245; Energy Australia 131 535; Integral Energy 131 002 and ActewAGL Retail Limited 131 886.

## Index:

### Our promise to you

#### Guaranteed customer service standards

##### Part 1: Beginning the *Agreement*

This section has information about how and when this *Agreement* will begin and what you must do before we can begin to supply your premises.

##### Part 2: Prices, payment and billing

This section explains what you will pay for under this *Agreement*, how we will bill you, and what payment options you have. It also explains what to do if you have been overcharged or undercharged, and why a *Security* may be required.

##### Part 3: Your premises and your obligations

This section explains your other obligations under this *Agreement*, including giving us (and your *Network Distributor*) access to your premises for meter reading and connection services, and what happens if you move address.

##### Part 4: Continuity of supply and disconnection

This section explains continuity of supply and the circumstances under which your supply may be disconnected, and what action you can take if this happens.

##### Part 5: Communication and complaints

This section covers several types of communication between you and Origin Energy, including complaints and requesting information.

##### Part 6: Ending the *Agreement*

This section is about how the *Agreement* ends and what happens afterwards.

##### Part 7: About this *Agreement*

This section contains general information about this *Agreement*, including the *terms* and conditions and definitions of certain key words. It also explains how this *Agreement* relates to other products and services we can offer you and how you can contact Origin Energy for more information.

## Our promise to you

### Guaranteed customer service standards

#### You will be able to call about faults and difficulties in gas works at any time - day or night

A telephone service operates 7 days a week and 24 hours a day to enable you to contact us or your *Network Distributor* about faults or difficulties in gas works. The telephone number is 1800 676 300.

We will inform you of any changes to this information or if another service is introduced.

#### You will be able to call us during business hours

13 24 61 operates during business hours so you can contact us for information about bills and connection services.

#### When you make an appointment with us, we will keep it

If we (or our representative) are more than 15 minutes late for an appointment with you (or your representative), we will pay you \$25 to compensate you for any inconvenience.

#### We will not disconnect your supply without notice

If, under Regulatory Requirements or this *Agreement*, we become authorised to discontinue or disconnect your gas supply, we will not take action to do this unless:

- we have sent you at least 2 written notices of our intention to do so, the second notice having been sent no earlier than one week after the first notice, and
- we have made reasonable attempts to deal with you in person or by telephone, whether before or after sending any such notice, to assist you to do whatever is necessary to remove the grounds for discontinuance or disconnection referred to in that notice.

#### We will not discontinue or disconnect your supply without explanation

In any notice or dealings referred to above, we will:

- specify the grounds authorising us to take the action proposed, and
- indicate the date on or after which the supply to your *Supply Address* may be discontinued if those grounds are not removed, being a date no earlier than 14 days after the first notice is sent.

We will also advise you of your rights under the Regulatory Requirements and of any rights you may have to have the complaint or dispute referred to the *Ombudsman* for resolution.

If the grounds authorising us to take the action proposed include your failure to make due payment of money owed to us with respect to the provision of customer connection services or the supply of gas, we will also advise you:

- of any government funded rebate or relief schemes that are relevant to you, and
- of any payment plan operated by us that is available to you if you are experiencing financial difficulty.

If all other attempts under these provisions to deal with you have been unsuccessful, at least one further attempt to discuss the matter with you will be made outside business hours.

We will document all attempts to contact you in order to notify you of an action to discontinue supply.

We will not disconnect your *Supply Address* until after the date allowed by Regulatory Requirements. If before that date, you had requested that the complaint be referred to the *Ombudsman* for resolution (as long as the complaint is covered by an approved *Ombudsman* scheme), we will not disconnect after the complaint was referred until the *Ombudsman* gives a direction.

### **We will inform you of a disconnection**

If your *Supply Address* is disconnected from a distribution system on our request, we will give you a notice advising you of the disconnection.

The notice will contain the following information:

- the grounds on which your *Supply Address* was disconnected from the distribution system,
- a telephone number you can call to discuss the matter with a person acting on our behalf,
- the arrangements you will need to make to reconnect the premises to the distribution system, including any costs payable by you in relation to reconnection,
- the dispute resolution procedures that are available to you in relation to these matters.

### **We will reconnect you promptly when appropriate**

If we have discontinued the supply of gas to the *Supply Address* we will recommence supply to the *Supply Address* if:

- you rectify the grounds for discontinuance within a reasonable time;
- you request that supply be recommenced; and
- you pay our reasonable reconnection fee.

We will use our best endeavours to recommence supply within the following periods:

- if you make the request before 3 pm on a *Business Day*, on the day the request is made;
- if you make the request after 3 pm on a *Business Day*, on the next *Business Day* after the request is made; and
- if you make the request after 3 pm on a *Business Day* and you pay an after hours connection charge to us, then on the day requested by you.

### **We will observe the minimum service standards**

In supplying gas to you, we will use reasonable endeavours to:

- ensure you receive reliable services of reasonable quality;
- resolve your enquiries within 5 *Business Days* of the enquiry being made. If we are unable to do so within that time frame, an acknowledgment letter will be forwarded to you if your enquiry was in writing;
- provide at least 2 *Business Days* notice if we will be carrying out work (other than emergency work) that will disrupt supply under this *Agreement*;
- commence any work in response to a request by you to arrange metering or connection services within 2 *Business Days*;
- If we are responsible, or if a third party is responsible for a disruption of the supply of energy to your *Supply Address*, we will request them to, begin any services or work to remedy a disruption of supply as soon as reasonably possible after we become aware of the disruption; and
- If we have an obligation to pay you under these guaranteed customer services standards we will pay you either by cheque or via a credit on your next bill.

### **You ought to know**

This section does not prevent us from discontinuing the supply of gas to your premises at your request.

Nothing in these Guaranteed Customer Service Standards affects any right or obligation to disconnect premises arising from the operation of a Regulatory Requirement.

You may be eligible for either a Government funded rebate or relief scheme to facilitate the payment of *charges* due to us or a payment plan operated by us.

If you are eligible for a payment plan operated by us:

- you will be able to make payments by instalments, in advance or arrears; and
- you will be informed of the period or periods of the payment plan, the amount and frequency of each instalment, the number of instalments you are required to pay, any arrears

(if applicable), and the basis on which any payments in advance are calculated; and

- we will calculate your instalments with regard to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay; and
- we will provide procedures that are fair and reasonable for dealing with the financial difficulty you face.

Further information is available by telephoning us on 13 24 61.

These Guaranteed Customer Service Standards comply with the requirements imposed under the *Gas Supply Act 1996* (NSW) with respect to customer service and form part of this **Agreement**.

## Part 1: Beginning the Agreement

### 1. When does this Agreement commence?

If you are an existing customer of ours for the supply of gas, this **Agreement** commences on the date specified in the notice which we will publish in a newspaper circulating throughout the area within which your **Supply Address** is located.

If you are a new occupant customer this **Agreement** will commence on the day you take a supply of gas from us.

If you are a retailer of last resort customer, this **Agreement** will commence on the transfer date.

For the purposes of this clause:

- “new occupant customer” means any person who is taken to have entered into a new occupant supply arrangement with us, in accordance with Regulatory Requirements;
- “retailer of last resort customer” means a person who has transferred to us under a last resort arrangement, in accordance with Regulatory Requirements; and
- “transfer date” means the date you transfer to us under the applicable last resort supply arrangements as set out in the Regulatory Requirements.

You must discharge any outstanding obligations you have to us (including without limit any obligation to pay an amount owing to us or an obligation in respect of gas supplied prior to this **Agreement** commencing) under the **terms** and conditions which applied to you prior to this **Agreement** commencing.

### 2. What does this Agreement cover?

This **Agreement** covers the sale of gas and other goods and services to you at your **Supply Address**. We will arrange for the delivery of gas to your **Supply Address**. In return, you must pay us for the gas and any other goods and services you acquire from

us, any services used to deliver your gas to your **Supply Address** and any additional amounts set out in this **Agreement** or the Regulatory Requirements.

You also agree to purchase gas only from us at your **Supply Address**.

## Part 2: Prices, payment and billing

### 3. What am I required to pay?

You must pay us the **Charges** and the price of other goods and services you may acquire from us (which are set out in the **Price List** or will be notified to you).

We will comply with any gas pricing orders made under the Regulatory Requirements. We will charge you no more than the maximum amount specified in the relevant gas pricing order.

We will publish a notice of our **Charges** (along with any variations to them) in a newspaper circulating in your supply area and on our website. These notices will include a statement of any new **Charges** and will specify the date on which they will take effect. Any variation will take effect after the date of the notice.

We will notify you as soon as practicable after any variation in the **Charges** and no later than your next bill.

**Charges** payable under this **Agreement** include:

- a fixed fee;
- a natural gas usage charge, calculated by multiplying your consumption by the relevant rate applying to that consumption;
- other **charges** that reflect our costs of providing or arranging services under this **Agreement**, as set out in the **Agreement** (including the **Price List**) or otherwise agreed with you.

You are not liable to pay an amount under this **Agreement** unless the amount or basis for the calculation of the amount is set out in this **Agreement**.

### 4. Bill adjustment where Charges increase under this Agreement

If a bill is issued for a **Billing Period** in which there is an increase in the **Charges**, then the **Charges** for gas supplied during the period will be calculated in accordance with Regulatory Requirements.

### 5. How will I be billed?

We will issue a bill to you at your **Supply Address** or other address nominated by you.

A bill will be issued for each **Billing Period**. The **Billing Period** will be at least every 3 months, unless we agree a different **Billing Period** with you. You must pay each bill in full by the **Due Date** on the bill. If for whatever reason you anticipate that payment of a bill by the **Due Date** may not be made you must advise us as soon as possible.

Unless we otherwise agree a longer period with you, the **Due Date** is 12 **Business Days** from the date of dispatch of the bill. If you fail to pay the bill by the **Due Date** we may, in accordance with Regulatory Requirements and this **Agreement**:

- apply any **Security** we hold towards payment of the bill,
- disconnect your supply;
- refer your bill for collection by a debt collection agency and list the debt with a credit reporting agency; and
- charge you a late payment fee (see **Price List**) and/or recover our reasonable costs of collecting payment for the bill from you and any interest we may charge you on your bill.

We may charge you interest on any amount which is unpaid by a **Due Date**. The rate at which interest is charged will not exceed the rate prescribed under section 101 of the **Civil Procedure Act 2005** (NSW) for the payment of interest on a judgment debt.

We will also on request provide you with a statement as to your rights in relation to **charges** and bills in respect of matters covered by Division 4 of Part 3 of the **Gas Supply (Natural Gas Retail Competition) Regulations 2001** to the extent those rights are not stated in this **Agreement**.

## 6. What will my bill tell me?

Your bill will contain (amongst other things) the following:

- your name and bill number, your **Supply Address** and any relevant mailing address;
- your **DPI**;
- the dates on which the **billing period** began and ended;
- the total **Charges** to be paid;
- the **Charges** payable for services provided or arranged by us, with those **charges** separated into **charges** in respect of gas supply and **Charges** in respect of other services and goods provided;
- the date by which the bill must be paid;
- the amount of any arrears and **due date** for payment of those arrears;
- the amount of any credit received;
- the amount deducted, credited or received under any

government funded rebate or relief scheme, or any payment plan operated by us;

- the methods by which the bill may be paid;
- the name of, and details of the availability of any government funded rebate or relief scheme;
- contact details for our bill and payment enquiries service and a 24 hour contact phone number for faults and difficulties;
- details of the availability of, costs and refunds relating to meter reliability tests;
- in community languages, information about the availability of interpreter services for the languages concerned and telephone numbers;
- if you request, particulars of the amount of any **Security** held by us.
- the particulars of meter readings for the period;
- the estimated or measured quantity of gas supplied in megajoules;
- particulars of any rates of **charges** applicable to the supply of gas;
- particulars of the average daily consumption of all gas supplied during the **billing period** in respect of that bill (expressed in megajoules); and
- if a bill was issued by us for the corresponding **billing period** during the previous year, particulars of the average daily consumption during that previous **billing period**.

## 7. What happens if I have been overcharged or undercharged?

You may make a complaint to us about a bill issued by us to you or any matter related to the bill or **charges** charged by us to you for services arranged by us. We will consider your complaint and review your bill and will reconcile any **Charges** paid with your measured consumption. If we review a bill we may determine either that the bill or amount is correct or correct the bill or amount.

You must pay the portion of the bill under review that is not in dispute or an amount equal to the average amount of your bills in the previous 12 months (whichever is lower). If the bill under review is correct you must pay the unpaid amount of the bill or you have the right to request a meter test. We may request that you pay in advance the reasonable cost for testing the meter. If you do not pay in advance we are not required to test the meter.

If the meter is found to be inaccurate we will refund any amount paid in advance and you are not liable to pay the cost of testing. If the meter is found to comply with Regulatory Requirements you must then pay the unpaid amount and the costs of testing.

If at any time we determine that you have been overcharged, we will:

- inform you no later than 10 **Business Days** after becoming aware of the overcharging (but only if the amount overcharged exceeds \$25);
- reimburse you any overcharged amount in accordance with your instructions, or if no instructions are given, or the amount overcharged does not exceed \$25, credit that amount to you in your next bill; or
- pay (if the amount overcharged exceeds \$25) or otherwise credit you, interest at the rate prescribed under section 101 of the **Civil Procedure Act 2005** (NSW) for payment of interest on a judgement debt.

We will not pay interest where overcharging is discovered by us when reconciling **charges** on the basis of consumption under clause 10 with actual energy consumption.

If on a review of a complaint by you, or at any other time, we determine that you were undercharged, we will:

- only seek to recover amounts undercharged in the twelve (12) months prior to the date we notify you that you have been undercharged; and
- list the amount as a separate item in a special bill or in the next bill in your billing cycle, together with an explanation of the amount.

You will not be charged interest on the amount, and if you request it, we will agree a payment plan allowing you to pay the undercharged amount in agreed instalments over a period equal to the period in which the undercharging occurred.

## 8. What are my payment options?

You can pay your bill:

- by cash, cheque or credit card at our office or our agent's office (upon availability);
- by post by cheque or credit card;
- by direct debit;
- by telephone by credit card; or
- by other methods we may make available to you.

Credit cards may be subject to a maximum payment limit.

We will not impose any charge in connection with, or resulting from, a method of payment used by the customer in this clause.

If you request, we will accept payment in advance for the supply of gas or any other services or other **charges** under this **Agreement**.

If we make internet billing available and you would like to use it, we will provide you with the **terms** and conditions of its use. If you wish to use direct debit to pay your bills, please contact us and we will provide you with the details of the conditions you and we must agree on.

## 9. How will my usage be measured?

Your bills will be based on your measured consumption or where permitted by Regulatory Requirements based on your estimated consumption.

If we are unable to reasonably or reliably base a bill on a reading of the meter then we will provide you with an estimated bill. The estimated bill will be based on your historical meter data or, if we do not have that data, the average daily consumption for the same class of customer supplied by us, calculated for the period covered by the bill. You are liable to pay for, or entitled to receive a rebate for, the gas estimated by these methods.

We will measure your metered consumption of gas at intervals of not less than 6 months. We will reconcile any **charges** paid by you with the consumption measured.

## 10. What is a Security?

You agree we may require you to pay a **Security** to us at any time where:

- you are a new customer of ours and have not given us a satisfactory credit reference; or
- you are an existing customer of ours and your payment history is unsatisfactory.

We will only use the **Security** to set off any amounts which are due to us from you which are connected or related to the supply of gas (including connection services arranged by us). We will only use the **Security** where:

- your energy supply has been disconnected because of a failure to pay your bill; or
- you have not paid your last bill after your energy supply has been disconnected or this **Agreement** has ended.

The **Security** will be in the form of a bank cheque or cleared funds, or such other form that we may specify from time to time. The amount we may require you to pay as **Security** will be either the amount of your largest bill during the last 12 months at the time the **Security** is requested, or our estimate of your average consumption in a **Billing Period** during the next 12 months, whichever is greater.

You must replace within 7 days any amount of the **Security** which has been used. We will continue to hold the **Security** while you continue to take supply from us.

After you cease to take supply from us or after the expiry or termination of this **Agreement**, whichever occurs last, we will then refund to you any amount of the **Security** not used.

No interest will be payable to you by us at any time or in any circumstances in respect of the **Security**.

## 11. Credit assessment

You consent to us conducting a credit assessment of you and to using any information we are permitted by law to use to establish your creditworthiness.

We may disclose your personal information to a credit reporting agency for the following purposes:

- to obtain a consumer credit report about you if you have applied for consumer or commercial credit; and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The type of information we may disclose is limited to:

- your identity particulars;
- the fact that you are entering into an **Agreement** with us;
- the fact that we are a current credit provider to you;
- any payments overdue for more than 60 days that we have taken steps to recover;
- information that payments are no longer overdue;
- information that in our opinion you have committed a serious credit infringement; and
- dishonoured payments – if a cheque from you for more than \$100 has been dishonoured more than twice.

This information may be given before, during or after the provision of credit to you.

Where you are applying for consumer credit you also agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing your application. Where you are applying for commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you for the purpose of assessing your application.

If you are taking supply, or have agreed to take a supply, of energy from us you agree we may also exchange permitted credit information about you with other credit providers, to assess your creditworthiness and in circumstances of default (either with us or with the other credit provider).

## 12. How can I get historical billing information?

We will provide you, on request, information about;

- the current status of your bill and account; and
- information about meter readings and meter registration connected with a bill;
- previous bills issued by us to you, within a reasonable time of receiving the request.

We will provide this information free of charge but may charge you for the reasonable costs of obtaining and supplying copies of a bill if:

- the **billing period** occurred more than 2 years before the request, or
- copies or information has been provided under this clause within the previous 12 months.

We will provide copies of bills, or billing information to another party only upon your written consent to do so.

## 13. What happens once this Agreement ends?

If you continue to take supply from us after this **Agreement** ends and you have not entered into a new **agreement** with us then you will do so under the **terms** of this **Agreement**.

## 14. How will GST be charged?

Any amount payable by you, and any consideration provided by you or us under these **terms** and conditions which:

- is consideration for “taxable supplies” for the purpose of the **GST Law**, and
- does not include **GST**,

will be increased by the amount of the **GST** payable in relation to that taxable supply.

All **GST** must be paid at the same time as the payment to which it relates.

## Part 3: Your premises and your obligations

### 15. Does Origin Energy need access to my premises?

You agree to give us (and our representatives and your **Network Distributor**) safe, convenient and unhindered access to the meter and **Supply Address** for the purpose of reading the meter and for connection, disconnection and reconnection.

If we, or someone acting on our behalf, is unable to obtain access to the meter to read it, you must either;

- pay an amount estimated in accordance with this **Agreement** and Regulatory Requirements and to have that amount reconciled on your next bill; or
- pay an amount based on a determination by us after obtaining access to the metering equipment.

If you do not give access to the meter and we estimate your gas consumption, we may charge you an additional amount if you later request a bill based on an actual reading of the meter.

You agree to keep the meter and related equipment and connection safe and secure and free from interference and damage for the meter's owner. This means that you must not do anything which may damage any metering or other equipment located at the **supply address**.

### 16. What happens if I move address?

If you intend to vacate the **Supply Address**, you need to give us not less than 3 **Business Days** notice of the date when you intend to vacate, and a forwarding address where we can send a final bill.

Your obligation to pay us for gas consumed at your **Supply Address** continues until and terminates with effect 3 **Business Days** after the date of the notice or the date you vacate the **Supply Address** - whichever occurs last.

### 17. What are my other obligations?

At the point of connection with your **Supply Address**, title and risk in the gas supplied to your **Supply Address** will pass to you. From that point on, the gas is your responsibility.

If you are a Business Customer, you agree to continually indemnify Origin Energy against any liability arising out of the use of gas where risk has passed to you, or where any liability is created due to your failure to comply with this **Agreement**.

You must also comply with Regulatory Requirements and any other relevant code or law that applies. You also agree to co-operate with any reasonable requests that your distribution company makes of you, and to allow a **Network Distributor** to enforce its rights under the Regulatory Requirements.

You must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises, or business of yours which may result from poor quality or reliability of gas supply.

You must notify us if a life support system that relies on gas is in operation at your **Supply Address**.

## Part 4: Interruption of supply and disconnection

### 18. Can the supply of gas be affected?

We are a gas retailer, so we as the retailer have no control over processing or distribution of gas.

Your **Network Distributor** will supply and connect your **Supply Address**. Accordingly when this **Agreement** refers to us supplying you or connecting your **Supply Address** or carrying out works in connection with your supply it is a reference to us procuring that supply, connection or works.

The quality, pressure and continuity of your gas supply are subject to a range of factors, including accidents, weather and acts of others. The nature of gas means that, except as required by law, we cannot guarantee:

- the quality or pressure of the gas delivered to your **Supply Address**, or
- the continuity of supply of gas to you.

You agree we may disconnect, curtail, interrupt or reduce the gas delivered to your **Supply Address**:

- in an emergency,
- for inspections, maintenance or testing,
- at the direction or request of a regulatory body, or
- for a reason specified in Regulatory Requirements.

Our liability under these **terms** and conditions is limited to the maximum extent permitted by section 64A of Schedule 2 to the *Competition and Consumer Act 2010* (Cth). That is, to the extent it is fair and reasonable, our liability for breach of this **Agreement** is limited to:

- the cost of resupply of gas, or
- the cost of having the gas supplied to you again.

### 19. What about events beyond Origin Energy's control?

If as a result of a **Force Majeure event** either you or we would breach this **Agreement**, but for this clause, then your or our obligations under this **Agreement** are suspended to the extent that they are affected by the **Force Majeure Event**. This applies for as long as the **Force Majeure Event** continues.

The party affected must give the other party prompt notice of that fact, including full particulars of the **Force Majeure Event**, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

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 to you as soon as practicable of being advised of the **Force Majeure Event**.

A person claiming a **Force Majeure Event** must make reasonable endeavours to remove, overcome or minimise the effects of the **Force Majeure Event** as quickly as possible. This does not require either of us to settle any industrial dispute in any way we do not want to.

## 20. Why and when would I be disconnected?

We may disconnect you in accordance with the Regulatory Requirements under circumstances including the following:

- when you have requested supply to be discontinued (you must give us at least 3 **Business Days** notice),
- if you fail to pay your bill by the **Due Date** and we have given you the required notices,
- if you refused, or failed to give, an authorised officer access to your **Supply Address**,
- if you obstruct the authorised person in relation to any act, matter or thing done, or to be done in carrying out any function under the **Agreement**,
- if you have refused to provide any **security** when requested to do so, or
- you are no longer a **Small Retail Customer**

If you request us to discontinue your supply, and you do not give us at least 3 **Business Days** notice, you will be liable for all **charges** in respect of your supply, and any **charges** for any connection services arranged by us, until 3 **Business Days** after we become aware of your desire that supply be discontinued or is otherwise transferred, or if we have entered into, or are taken to have entered into, a new customer supply **Agreement** or occupant supply arrangement in respect of the same **Supply Address**, whichever happens first.

We will not disconnect you:

- for a failure to pay **Security** or some other amount due to us while any application made by you for assistance under any government funded rebate scheme that is available to you or any payment plan that is available to you and is operated by us is pending,
- on a Friday, Saturday, Sunday, public holiday or day immediately preceding a public holiday, or after 3 pm on any other day.

Nothing in the provisions of this **Agreement** relating to discontinuance or disconnection affects our right to interrupt continuous supply as agreed in this **Agreement** or any right or obligation to refuse to supply gas, or discontinue the supply of gas, to your **Supply Address** arising from a Regulatory Requirement.

## 21. What happens if I am disconnected?

If you are disconnected, please contact us immediately. We may reconnect you, once you have paid any reconnection charge and complied with any other requirements we may have.

## Part 5: Communication and complaints

### 22. How do you handle complaints?

If you have an enquiry or a complaint relating to our service, please call us on 13 24 61 and we will respond in a timely manner and work to satisfy your concerns. If you feel the matter has not been resolved, you may request to have your complaint reviewed by a higher level of management within Origin Energy. If you still believe that your complaint has not been satisfactorily resolved, you can contact the Energy and Water **Ombudsman** on 1800 246 545 or at [www.ewon.com.au](http://www.ewon.com.au)

### 23. How will Origin Energy communicate with me?

Unless otherwise stated a notice under this **Agreement** is only effective if it is in writing and either left at or sent to the addressee by mail or fax. If it is sent by mail it is taken to have been received 3 **Business Days** after it is posted. If it is sent by fax it is taken to have been received when the addressee receives it in full and in legible form.

The address we will send notices to you is your **Supply Address** unless you notify us in writing to send notices to a different address (or fax number). Our address and fax number for notices are set out at the end of this **Agreement** or as we notify you in writing from time to time.

## Part 6: Ending the Agreement

### 24. How will this Agreement end?

This **Agreement** will end when either you or we terminate it.

Subject to Regulatory Requirements, we can terminate this **Agreement** where:

- you breach the **Agreement**, and
- you have been lawfully disconnected by us or supply has been otherwise discontinued by us in accordance with Regulatory Requirements.

## 25. What happens when the *Agreement* ends?

When this *Agreement* ends, you are still required to make any outstanding payments to us and we have no further obligation to supply gas or other services to you under this *Agreement*.

## 26. What about last resort transfers?

If last resort supply arrangements are implemented with respect to you, you may be transferred to another supplier. Under these circumstances you are not liable to pay any compensation or any other payment to us in relation to the transfer. Information concerning you may be given to another supplier, the Minister or the administrator of any retail market business scheme for the purpose of implementing last resort supply arrangements.

If you transfer to another supplier as a result of a last resort supply arrangement this *Agreement* will terminate.

## Part 7: About the *Agreement*

### 27. What are the *terms* of our *Agreement*?

This *Agreement* sets out the *terms* on which we will supply you with gas. If any matter that is required to be included in this *Agreement* by a Regulatory Requirement is not expressly dealt with in this *Agreement*, the Regulatory Requirement is incorporated. We have chosen to incorporate these matters by reference so that all matters that are required to be incorporated are so incorporated. This approach simplifies this *Agreement* as, in many cases, these are technical requirements that would simply be replicated in this *Agreement*. By incorporating these matters by reference an amendment to a Regulatory Requirement governing those matters will have the effect of amending this *Agreement*.

If there is any inconsistency between a Regulatory Requirement, or this *Agreement*, the Regulatory Requirement will prevail. Where express inconsistency arises between a Regulatory Requirement and this *Agreement*, the relevant *term* of this *Agreement* is void and the Regulatory Requirement is deemed to form part of this *Agreement* in its place.

Where this *Agreement* discusses you or us exercising a right or performing an obligation you or we must exercise that right or perform that obligation in accordance with the requirements of the relevant Regulatory Requirements.

To the fullest extent permitted by law, all warranties implied by common law or statute are excluded from this *Agreement* unless expressly included. However, if any part of this *Agreement* is unlawful, unenforceable or invalid, that part is to be treated as deleted from the *Agreement*, but the rest of the *Agreement* is not affected.

## 28. What laws are applicable to this *Agreement*?

This *Agreement* complies with the applicable provisions of the *Gas Supply Act 1996* (NSW), the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* (NSW), and other instruments made under that Act. This *Agreement* is governed by the laws in force in New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts.

## 29. Can changes be made to this *Agreement*?

This *Agreement* may be varied by us giving you notice in writing and/or in a newspaper circulating in throughout the area in which your *Supply Address* is located.

## 30. Can this *Agreement* be transferred?

You may not assign, transfer or novate this *Agreement* without our consent. We may assign, transfer or novate this *Agreement* by notice to you at any time so long that the party to whom we are assigning, transferring or novating holds the necessary authority under the Regulatory Requirements to provide you the services under this *Agreement*.

## 31. What happens if I have an *Agreement* for a company?

If you are a company you agree:

- at our request to procure (and maintain) a directors or shareholders guarantee of your obligations under this *Agreement*, and
- not to permit or allow without prior written consent, the beneficial ownership of your issued share capital to alter from the date you agree to this *Agreement* or any change to the composition of your directors.

## 32. Information disclosure

You must provide us with your name and address along with acceptable identification before gas is supplied to your *Supply Address*. You must notify us, if there is a change in:

- responsibility for paying bills in relation to your *Supply Address*;
- the purpose of using gas at your *Supply Address*; and
- access to the meter and related equipment.

### 33. Your privacy

We collect your personal information and confidential information (including metering data) where it is required under the Regulatory Requirements and because without it we can't provide you with energy and related products and services under our **Agreement** with you.

You give your explicit informed consent to our exchanging your information with our related bodies corporate, agents and contractors (such as mail houses, data processing analysts and debt collection agencies) and, where relevant, your **Network Distributor** and other energy retailers, where required to provide you with those products and services and also for any other purpose you have consented to or as authorised by law. We may also disclose your personal information to a credit reporting agency in certain circumstances.

If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information we hold about you, call us on 13 24 61. Our privacy policy is available at [www.originenergy.com.au](http://www.originenergy.com.au).

#### Product and service offers

We are committed to providing you with a complete energy service, so we may present you with gas, electricity, Green Products and other household or business service offers in the future (including after your energy **agreement** with us ends). If at any time you do not wish us to use, or enable our privacy compliant agents and contractors to use, your information for this purpose, please call 13 24 61 or write to Origin Energy Opt Out, Reply Paid, 1199, GPO Box 1199, Adelaide, SA, 5001. We will continue to provide you with these offers until you advise us otherwise. From the time you agree to enter this **Agreement**, you may choose to take up any special offers that we make available to you. Each special offer will be governed by its own **terms** and conditions. Unless expressly stated, the special offers will end when this **Agreement** ends.

By accepting this **Agreement**, you consent to us collecting, using and disclosing your information as set out above.

### 34. Definitions

In this **Agreement** unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them,
- the singular includes the plural and vice versa,
- a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them,

- if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day,
- a day is the period of time commencing at midnight and ending 24 hours later,
- a month is a calendar month,
- a person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person, and
- if an example is given of any thing (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

#### In this **Agreement**:

**"Agreement"** means these **terms** and conditions.

**"Business Customer"** means a Customer who is not a Customer who purchases gas predominantly for personal, domestic or household use.

**"Billing Period"** means any period for which a bill is or may be issued.

**"Business Day"** means a day that is not a Saturday or a Sunday or a day that is wholly or partly a public holiday.

**"Commencement Date"** means the date this **Agreement** commences as determined by clause 1.

**"Charges"** means the price of gas delivered to your **Supply Address**, other costs, taxes, fees and **charges** we can lawfully recover from you, and costs we incur or which are payable by us which are attributable to the gas we buy or sell to you, the sale and supply of gas to you or the sale and supply of their goods and services to you.

**"DPI"** means the delivery point identifier, the numeric name for the delivery point.

**"Due Date"** means the date by which you must pay your bill.

**"Force Majeure Event"** means an event outside the reasonable control of a party to this **Agreement**.

**"GST"** means the Goods and Services Tax imposed under the **GST Law**.

**"GST Law"** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**"Network Distributor"** is the company that owns, operates and maintains the pipes that deliver gas to your **Supply Address**.

**"Ombudsman"** means the Energy & Water Ombudsman NSW (EWON).

**"Price List"** means the list of that name attached to this **Agreement**.

“**Regulatory Requirements**” means all relevant legislation, regulations, codes, guidelines, orders in council, licences, proclamations, directions or standards applicable to participants in the natural gas market in New South Wales and includes the *Gas Supply Act 1996* (NSW), the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* (NSW), any gas pricing order, instruments made under the *Gas Supply Act 1996* (NSW), and the *Privacy Act 1988* (Cth).

“**Security**” means a bank cheque, cleared funds, or such other form as specified from time to time by us.

“**Small Retail Customer**” has the same meaning as in section 33R of the *Gas Supply Act 1996* (NSW), as prescribed in regulation 8 of the *Gas Supply (National Gas Retail Competition) Regulation 2001* (NSW). This includes a customer that consumes or is expected to consume gas at their **Supply Address** at the rate of less than 1,000 gigajoules per annum.

“**Supply Address**” means the premises where you take supply from us under the **terms** of this **Agreement**.

“**Term**” means the period ending when this **Agreement** is terminated by one of the parties to it.

### 35. How can I get further information?

For further information about Origin Energy or the products and services we offer, including if you want a copy of this **Agreement**, in part or in whole, please contact us on **13 24 61**, visit our website [originenergy.com.au](http://originenergy.com.au), or email us at [enquiry@originenergy.com.au](mailto:enquiry@originenergy.com.au).

Please contact us if you would like further information on energy efficiency. This will be provided free of charge.

### Price List

The following **charges** are the subject of pricing agreements with, and will only be altered with approval of, the Independent Pricing and Regulatory Tribunal NSW:

Description	Charge (Ex GST)
Account establishment fee (Albury, Murray Valley)	\$30.85
Dishonoured payment	\$24.70
Late Payment fee	\$12
Network Service Charges – Administration Fee	\$2.50

# How to contact us

[originenergy.com.au](http://originenergy.com.au)

Energy offer enquiries **13 24 63**

Billing enquiries **13 24 61**

Moving home **13 MOVE (13 66 83)**

Email [enquiry@originenergy.com.au](mailto:enquiry@originenergy.com.au)

Postal Addresses

**PO Box 1199, Adelaide SA 5001**

**PO Box 4398, Melbourne VIC 3001**

National Relay Service for  
hearing impaired customers **13 36 77**

Interpreter Service **13 14 50**

خدمة الترجمة الهاتفية للغات غير الإنكليزية.

Servicio Telefónico de Intérpretes para otros idiomas.

Per lingue oltre all'inglese contattate il Servizio d'Interpretariato Telefonico

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Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。

Large Print Copy **13 24 61**

A large print copy of this document is available on request by calling us on the number listed above.

Natural Gas Emergencies and Escapes (24 hours)

**1800 676 300**

**Together we can make a difference.™**

For more information visit

[originenergy.com.au](http://originenergy.com.au)

or call **13 24 63**

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