

Thank you for
choosing Origin



origin

Gas Standard Contract Terms for Prescribed Customers

(1-10TJ per year)
South Australia

Effective July 28 2004

Together we can
make a difference.™

Please note: This contract is about the sale and supply of gas to you as a **customer** at your current **supply address** (but only if this contract is expressed to apply to you in relation to that **supply address**).

These standard terms and conditions are published in accordance with section 34 of the South Australian **Gas Act 1997** and will come into force on 28th July 2004. When in force these standard terms and conditions will by law be binding on us and any **customer** to whom they are expressed to apply without the need for us or that **customer** to sign a document containing these terms and conditions.

1. The Parties

This contract is between:

Origin Energy Retail Limited (ABN 22 078 868 425) of 1 King William Street Adelaide South Australia (in contract referred to as “we”, “our” or “us”);

and

You, the **customer** to whom this contract is expressed to apply (in this contract referred to as “you” or “your”).

2. Definitions

Words appearing in bold type like **this** are defined in Schedule 1 to this contract.

3. Do these terms and conditions apply to you?

3.1 These are our terms and conditions

This document sets out our current standard terms and conditions for **prescribed customers** in accordance with section 34 of the **Gas Act**.

3.2 Standing contracts as at 28 July 2004.

These terms and conditions will apply to you if you:

- (a) were a **prescribed customer** in relation to your **supply address** as at 28th July 2004;
- (b) purchased gas from us at that **supply address** immediately prior to 28th July 2004; and
- (c) have not entered into another contract with us or another **retailer** for the purchase of gas for that **supply address** from 28th July 2004.

3.3 Standing contracts after 28th July 2004.

These terms and conditions apply to you (and as a consequence you will be deemed by section 34 of the **Gas Act** to have a contract with us) if:

- (a) you are a **prescribed customer** in relation to your **supply address**;
- (b) you commence taking a supply of gas at that **supply address** after 28th July 2004 without first entering into another contract for that **supply address** with us or another **retailer**;

and

- (c) we were the last **retailer** to have a contract with a **customer** for the sale of gas for that **supply address**.

4. What is the term of this contract?

4.1 When do these terms and conditions apply?

These terms and conditions come into force on the date notice of these terms and conditions is published in the South Australian Government Gazette.

4.2 When does this contract end?

Subject to clause 4.3, this contract will end when either you or we terminate it by giving the other party notice. That notice will take effect on the later of the date stated in the notice and the day after it is given.

4.3 What happens when the contract ends?

When this contract 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 contract.

4.4 Your contract cannot end until certain conditions are satisfied

Despite clause 4.1, the termination of this contract will not be effective until the later of:

- (a) the date upon which a new contract with us for that **supply address** commences; or
- (b) the date on which a different **retailer** becomes financially responsible to pay the wholesale market for gas used at the **supply address**.

4.5 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

5. Scope of this contract

5.1 What is covered by this contract?

This contract applies to the sale and supply of gas to you at your **supply address**. We agree to sell and supply gas to you at your **supply address** and perform the other obligations set out in this contract.

In return, you are required to pay the amount billed by us under clause 9 of this contract, and perform your other obligations under this contract.

5.2. Can the supply of gas be affected?

We are a gas **retailer** and have no control over production or distribution of gas. Your network **distributor** will supply and connect your **supply address**. Where this contract refers to us supplying you with gas or connecting your **supply address**, it is a reference to us arranging for that supply or connection. The quality, frequency 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 we give no condition, warranty or undertaking, and we make no representation to you about the quality, pressure or continuity of the gas delivered to your **supply address**.

5.3. What are my other obligations?

The title and risk in the gas supplied to you under this contract will pass to you at the point of connection with your **supply address**. From that point on, the gas supplied under this contract is your responsibility.

You agree to continually indemnify us against any liability arising out of the use of gas supplied under this contract where risk has passed to you, or where any liability is created due to your failure to comply with this contract.

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.

6. Our liability

6.1. How this clause operates with the Trade Practices Act etc.

Our liability under these Contract Terms is limited to the maximum extent permitted by section 68A of the **Commonwealth Trade Practices Act 1974**. That is, our liability for breach of this contract is limited to;

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

So far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the gas we sell to you under this contract.

In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure of gas supply, or there is a defect in the gas supplied (however caused); or
- (b) some characteristic of the gas makes it unsuitable for some purpose.

To the maximum extent permitted by law, our liability to you under or in relation to this contract or any act, omission or event related to or arising out of this contract will not in any circumstances exceed the total gas **charges** paid by you under this contract in the previous calendar year or, if this contract was not in force in that calendar year, the amount we reasonably estimate you are likely to pay under this contract in a calendar year.

7. Price for gas and other services

7.1. What am I required to pay?

You are required to pay us the **charges** and the price of other goods and services you choose to buy from us. At the date this contract takes effect, the **charges** are those published in the South Australian Gazette.

You also agree to pay all costs, fees and other **charges** we can lawfully recover from you plus any taxes, levies, regulated **charges**, costs, fees and **charges** that we have to pay when we sell and supply gas and other goods and services to you.

If you breach this contract you will be required to pay any costs we incur as a result of that breach, as well as any fees we charge in relation to that breach.

7.2. Variations to the customer's tariffs and charges

We may only vary our **charges** in accordance with the requirements of the **Gas Act**.

7.3. How does GST apply?

Notwithstanding any other provision in this Contract, if the Supplier is or becomes liable to pay GST in connection with any Supply:

- (a) the **Recipient** must pay to the Supplier, in addition to the consideration for that, an additional amount equal to the amount of that GST;
- (b) the **Recipient** must pay the Agreement Price plus the additional amount on account of GST within 14 days of receiving a tax invoice from the Supplier for that Supply or as otherwise provided in this Contract;
- (c) If the GST payable in relation to a Supply made under or in connection with this Contract varies from the additional amount paid or payable by the **Recipient** under paragraph (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the **Recipient**. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the **Recipient** in relation to that Supply within 14 days after becoming aware of the adjustment;
- (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed shall be net of any input tax credit claimable in respect of that acquisition or importation (as the case may be);

In this clause:

- **Contract Price** means the consideration to be provided under this Contract for the Supply (other than under this clause).
- **Recipient** means the party that receives the Supply from the Supplier.
- **Supplier** means the party that provides the Supply to the **Recipient** and includes the representative member of the GST Group if the Supplier is a member of a GST Group.
- **Supply** means any **supply** to the **Recipient** by the Supplier pursuant to this Agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate **supply** for the purposes of this clause.

All italicised and emboldened terms, have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 and in the **GST law**.

8. Billing and payment

8.1. How will I be billed?

We will issue a bill to you at your **supply address** or at another address you nominate.

The bill will be issued for the supply of gas under this Contract to you for each **billing period** (including the gas consumed at your **supply address**).

The **billing period** will be at least every 3 months, unless we otherwise agree with you. You must pay each bill in full by the **due date**. If for whatever reason you cannot pay by the **due date**, you must advise us as soon as possible.

If you fail to pay the bill by the **due date** we may:

- apply any **security deposit** or credit support we hold in relation to this contract towards payment of the bill,
- disconnect your supply under this contract,
- refer your bill for collection by a debt collection agency, and,
- recover our reasonable costs of collecting the bill amount from you.

8.2. Estimating the gas usage

If your meter is unable to be read, or your **metering data** is not obtained, for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of gas which was purchased from us at your **supply address** may be estimated.

If the meter is unable to be read due to your actions, we can bill you any **charges** we incur in arranging for a meter reader returning to your **supply address** to read the meter.

8.3. What are my payment options?

Unless we make a different agreement with you, you can pay your bill by any of the options listed on your bill.

If you choose to pay your bill by credit card we will pass through any fee we incur and charge you an additional amount based on our reasonable estimate of any additional costs we incur.

8.4. Late payments

If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you.

This clause does not affect our right to arrange for your **supply address** to be disconnected under clause 12 of this contract.

8.5. What happens if I have been overcharged or undercharged?

If you wish to dispute the amount of a bill you must provide us with a written notice setting out why the amount of the bill is incorrect by the **due date** on the bill. On receipt of your written notice we will review your bill. You must pay the portion of that bill that you do not dispute. If the bill under review is correct, you must pay the unpaid amount immediately. You may also be required to pay interest covering the period between the **due date** and the date of actual payment.

We may review your bill at any time to determine if you have been undercharged or not charged. If you have been undercharged or not charged then these amounts will be billed to you as soon as reasonably practical after we determine the amount we have undercharged or not charged you.

If we have overcharged you we will credit or pay you the overcharged amount.

9. Access to your supply address

You must allow safe and convenient access to your **supply address** for the purposes of:

- (a) reading the meter;
- (b) connecting or disconnecting supply;
- (c) inspection, repair or testing of the gas installation at your **supply address**; or
- (d) maintenance of the distribution system.

10. Security and credit

10.1. Security deposits

At any time, we may require you to pay us a **security deposit** or provide us with another form of security up to the amount we estimate your next 2 bills for each **supply address** will be under this contract if:

- (a) you fail to pay on time against any 3 invoices or 2 consecutive invoices: or
- (b) we, acting reasonably, form a view that you have an unsatisfactory credit rating.

You must comply with our request within 10 **business days** from the request being made.

10.2. Use of a Security deposit

If you fail to provide us with security as required under clause 11.1 we may:

- (a) suspend supply to you without penalty; or
- (b) exercise our rights under clause 12(d) .

We will release the **security deposit** or other security provided on the later of:

- (a) the date of termination of this contract; and
- (b) the date on which all outstanding amounts owed to us have been satisfied.

11. Disconnection of supply

You agree we (or your **Distributor**) may disconnect, curtail, interrupt or reduce the gas delivered to a **supply address**:

- (a) on your request;
- (b) if you fail to pay your bill by the **due date**, and we have issued you with a notice setting out we will disconnect your supply within a specified period and that specified period has expired and you have not paid the bill;
- (c) you commit a breach of this contract (other than a breach of the type described in clause b)) and we have issued you with a notice setting out we will disconnect your supply within a specified period and that specified period has expired and you have not remedied the breach;
- (d) you become bankrupt or insolvent or we reasonably form the view that your creditworthiness is unsatisfactory;
- (e) in an emergency;
- (f) for inspections, maintenance, or testing;
- (g) if we are directed to do so by a regulatory body;
- (h) you cease to occupy that **supply address** or cease to carry on a business at that **supply address**; or

(i) you have illegally used gas at the **supply address**.

We will endeavour, where practical, to ascertain and inform you of the dates on which an event listed above will occur and to the extent your supply of gas will be affected.

We are not liable for loss or damage arising from or in connection with your gas supply being disconnected, curtailed, interrupted or reduced. You agree to pay us any costs we incur through disconnection and any subsequent reconnection.

12. Reconnection after disconnection

If you request us to arrange reconnection of your **supply address** and you pay to us all of our reconnection **charges** in advance, we will arrange for the reconnection of your **supply address**.

We may refuse to arrange reconnection and terminate this contract if the circumstances leading to your disconnection have not been fixed within a period of 10 **business days** after the date on which you were disconnected.

13. Use of gas and illegal use

13.1. Use of gas

You must not:

- (a) allow gas purchased from us to be used other than in accordance with this contract; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

13.2. Illegal use

If you have breached clause 13.1 of this contract, we may:

- (a) estimate the amount of the gas so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your **supply address**.

14. Information we need

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the **Gas Act** if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying gas changes).

15. We can amend this contract

We can amend our contract with you at any time in accordance with the **Gas Act**, provided the amendments satisfy any special

conditions to this contract and our licence. Any amendment will take effect from the date referred to in the South Australian Government Gazette.

16. Notices

All notices must be sent in writing. We can send to you notices at the address at which you buy gas from us or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second **business day** after it was sent.

17. Privacy statement

Where relevant we will comply with the provisions of the **Privacy Act 1998** (Commonwealth). This means if you have applied for consumer or commercial credit, then to establish your creditworthiness we may need to disclose personal information to a credit reporting agency to obtain a consumer credit report about you. This may also involve the credit reporting agency creating or maintaining a credit information file containing information about you.

The type of information we may disclose is limited to;

- your identity particulars,
- the fact you are entering a contract with us,
- any payments overdue for more than 60 days,
- information that you have defaulted under this contract or are no longer in default,
- information that in our opinion you have committed a serious credit infringement, and
- dishonoured payment – cheques or payment by you for more than \$100 have 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 credit worthiness 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 containing information about you for the purpose of assessing your application.

If you are taking supply, or have agreed to take a supply of gas from us you agree we may obtain from or give to related companies a report about your creditworthiness for the purposes of gas supply.

18. Queries and complaints

If you have a query or a complaint relating to the sale and supply of gas by us to you, or this contract generally, you may contact us on 13 24 61.

19. Force majeure

If, as a result of a **Force Majeure Event**, either you or we would breach this contract, but for this clause, then your or our obligations under this contract 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 by a **Force Majeure Event** must use its **best endeavours** to give the other party prompt notice of that fact, including full information about the **Force Majeure Event**, an estimate of its likely duration, the obligations affected by it, 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 by way of a 24 hour telephone service within 30 minutes of being advised of the **Force Majeure Event** or otherwise as soon as practicable.

A person claiming a **Force Majeure Event** must use their **best 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. What laws are applicable to this contract?

This contract is governed by the laws in force in South Australia. You agree to submit to the non-exclusive jurisdiction of the South Australian courts.

Schedule 1: Definitions

“**best endeavours**” means to act in good faith and use all reasonable efforts, skill and resources;

“**billing period**” means the regular recurrent period for which you receive a bill from us;

“**business day**” means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

“**charges**” means our current tariffs applying to you from time to time;

“**connection point**” means the agreed point of supply between our gas installation and the distribution system;

“**customer**” means a **customer** as defined in the **Gas Act** who buys or proposes to buy gas from a **retailer**;

“**disconnection warning**” means a notice in writing issued in accordance with clause 9;

“**distributor**” means a holder of a licence to operate a distribution system under Part 3 of the **Gas Act**;

“**due date**” means 12 business days after dispatch of the bill, unless otherwise agreed with you.

“**force majeure event**” means an event outside the control of you or us;

“**Gas Act**” means the **Gas Act 1997**;

“**metering data**” has the meaning given that term in the Retail Market Rules;

“**MIRN**” means a Meter Installation Registration Number assigned to a metering installation at a gas the **supply address**;

“**prescribed customer**” is a **customer** whose annual gas consumption level for a meter delivery point equals or exceeds 1 terajoule but is less than 10 terajoules in accordance with section 8F of the **Gas Regulations 1997**;

“**quarterly**” means the period of days represented by 365 days divided by 4;

“**retailer**” means a person licensed under the **Gas Act** to sell and supply gas;

“**security deposit**” means an amount of money or other arrangement acceptable to the **retailer** as a security against a **customer** defaulting on a bill;

“**supply address**” means:

- (a) the address for which you purchase gas from us where there is only one **connection point** at that address; or
- (b) where there is more than one **connection point** at that address, each **connection point** through which you purchase gas from us.

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How to contact us

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**

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**

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