

**Thank you** for  
choosing us



origin

## **Understanding your energy agreement with us**

Agreement Terms for Electricity,  
Natural Gas and Green Products

New South Wales  
South Australia  
Queensland  
Victoria  
Northern Territory

Effective March 2011

Together we can  
make a difference.™

# Thank you for choosing us

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

Understanding your Agreement with Origin is important.

If you have any questions after reading this document, please call **13 24 63** and our Customer Service Advisers will be happy to answer them.

## Your Agreement and the Regulatory Requirements

This is your Agreement with us, covering everything about our selling you energy and Green Products at the Supply Address. Origin is committed to complying with energy retailing standards and this Agreement meets our obligations under the Regulatory Requirements. Details about the applicable Regulatory Requirements in your State or Territory are set out in the definitions section of this Agreement.

If you require a copy of this Agreement or any document incorporated by reference in it, we will send it to you after receiving your request. We may charge you a fee for providing the requested copy if it is not the first time we have provided the Agreement or document to you.

## What we mean

**We and Us** means:

- *In relation to the sale of electricity:* Origin Energy Electricity Ltd (ABN 33 071 052 287);
- *In relation to the sale of gas, for Customers in:*
  - *New South Wales:* Origin Energy LPG Ltd (ABN 77 000 508 369);
  - *South Australia, Queensland and Northern Territory:* Origin Energy Retail Ltd (ABN 22 078 868 425); and
  - *Victoria:* Origin Energy Retail Ltd (ABN 22 078 868 425) in and around Mildura and Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) in all other areas of Victoria;
- *In relation to the sale of Green Products:* the Green Product Supplier,

and **Our** has a corresponding meaning.

**You** means the Customer and **Your** has a corresponding meaning.

Where **energy** is referred to, it means natural gas or electricity, as the context requires. Other terms are defined in the definitions section of the Agreement.

A commission is paid by us for the introduction of your business.

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## Beginning the Agreement

### 1. What does this Agreement apply to?

This Agreement applies to the person or persons named in the Agreement Schedule which:

- for electricity, means a Small Retail Electricity Customer, which is you; and
- for gas, means a Small Retail Gas Customer, which is you.

If according to the Agreement Schedule we are selling you gas, electricity and/or Green Products, we will do so under separate agreements, one relating to the sale of gas, one relating to the sale of electricity and one relating to the sale of Green Products, each operating independently.

Accordingly:

- where the Agreement Schedule shows you are purchasing electricity from us, it will be sold under an Agreement with Origin Electricity consisting of these Agreement Terms, the Agreement Schedule and your Energy Plan (if any), as applicable to the sale of electricity;
- where the Agreement Schedule shows you are purchasing gas from us, it will be sold under an Agreement with Origin Gas consisting of these Agreement Terms, the Agreement Schedule and your Energy Plan (if any), as applicable to the sale of gas; and
- where the Agreement Schedule shows you are purchasing a Green Product from us, it will be supplied under the Green Product Agreement with the Green Product Supplier consisting of the Agreement Terms and the Agreement Schedule, as applicable to the sale of the Green Product.

Similarly, if according to the Agreement Schedule we are selling to Supply Addresses in more than one State or Territory, the sale to Supply Addresses in one State or Territory will be under an agreement with Origin Electricity, Origin Gas or the Green Product Supplier in respect of that State or Territory, while the sale to

Supply Addresses in any other State or Territory or Territory will be under a separate agreement for each State or Territory.

The Agreement Annexure forms part of these Agreement Terms. It should be read in its entirety, rather than just where reference is made in the Agreement Terms to the Agreement Annexure.

## **2. When does this Agreement commence?**

This Agreement begins on the Acceptance Date, subject to the applicable Regulatory Requirements. It ends on either the date stated in the Agreement Schedule (unless it is ended earlier), or if the Agreement Schedule does not state an end date, this Agreement will continue until it is ended.

Our obligation under this Agreement to sell you energy and other goods and services will commence on the later of:

- the expiry of any cooling off period applying to this Agreement, as set out in the Agreement Annexure or in the case of the Northern Territory, as required by the Regulatory Requirements;
- the date that we become responsible for your Supply Address for the purpose of any relevant wholesale market under the Regulatory Requirements, which is likely to be the date of your next scheduled read date. We'll notify you as soon as we can after the date we become responsible for your Supply Address; or
- such other date as we agree with you.

By accepting this Agreement you will be taken to have given us notice that you wish to end any other agreement you may have with us in relation to the Supply Address including all associated rewards and/or benefits.

## **3. What needs to happen before this Agreement commences?**

If you want us to arrange for you to be connected at your Supply Address you must make an application to us and provide to us:

- (a) acceptable identification;
- (b) your contact details;
- (c) if your request relates to a rental property, contact details for the property owner or the owner's agents;
- (d) credit history information, if required by us; and
- (e) payment for (or if we agree, enter into a payment arrangement for) any outstanding debt owed to us relating to a previous premises.

You must also pay any applicable Connection Charge or such other charge associated with your application which we may lawfully charge you under Regulatory Requirements.

If you are applying to enter into this Agreement for the sale of energy, and we are not currently the retailer responsible for your Supply Address for the purpose of any relevant wholesale market under the Regulatory Requirements, we will arrange for a retail transfer. Under this Agreement you agree to us taking all necessary steps to effect the transfer.

You also agree that we have the right to stop the transfer process and cancel this Agreement for any reason without penalty at anytime before it is completed, including where:

- the transfer process is delayed and does not occur on your next scheduled meter read or the date we schedule a special meter read with you;
- during the course of the transfer process we form a view that you have not satisfied our credit requirements; or
- any information in the Agreement Schedule is incorrect.

If we do so we will endeavour to give you notice and offer you an alternative energy supply agreement.

## **4. Credit assessment and creditworthiness**

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 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 purchasing, or have agreed to purchase, 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).

Depending on your creditworthiness we may require you to pay us a Security Deposit. In doing so we will

conform to any Regulatory Requirements.

## **5. What does this Agreement cover?**

Where this Agreement covers the sale by us of energy, we will arrange for the delivery of energy to your Supply Address. This Agreement sets out the terms on which we will sell to you gas or electricity and your payment and other obligations related to the sale of energy and any services used to deliver the energy to your Supply Address.

When the Agreement covers the sale of Green Products, it sets out the terms on which we sell Green Products and your payment and other obligations related to the sale of Green Products.

## **Billing and Payment**

### **6. What am I required to pay?**

You are required to pay us the Charges, which include:

- (a) the charges for the supply and sale of energy or the sale of Green Products, and the price of other goods and services you choose to buy from us;
- (b) other fees and charges related to the supply and sale of energy or the sale of Green Products (see clause 7);
- (c) any charges that your Distributor imposes on us in relation to services performed by your Distributor (or any other person) at your Supply Address;
- (d) our reasonable costs for arranging network and connection services as applicable. We will disclose those costs to you prior to our arranging the requested network and connection services;
- (e) all costs, fees and charges we can lawfully recover from you under the Regulatory Requirements; and
- (f) any taxes, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply energy, Green Products and other goods and services to you.

If you breach this Agreement or a provision of the Regulatory Requirements you will be required to pay any reasonable costs we incur as a result of that

breach, as well as any reasonable fees we charge in relation to that breach. The amount we recover from you will not be more than our entitlement for compensation under the law.

## **7. What other fees and charges are there?**

The Charges include the following other fees and charges:

- Card Payment Fee – an additional fee applies if you choose to pay by Mastercard or Visa or any other payment method where we incur a merchant services fee. Please see the payment options section of your bill for further details;
- Late Payment Fee – for Supply Addresses located in New South Wales, South Australia, Queensland and the Northern Territory, a late payment fee may apply for each bill paid after the Due Date. The amount of this fee is set out in your Agreement Schedule or Energy Plan; and
- Account Establishment Fee – this may apply per fuel if you transfer to us from another retailer or if you are signing up to take a fuel for the first time. If you are required to pay such a fee, that obligation and the amount of the fee will be set out in your Agreement Schedule or will be advised to you in writing prior to the time you become liable for the fee.
- Over the counter fee – an additional fee may apply if you choose to pay your bill over the counter in person at a third party retailer or outlet. If it applies at the time we enter into this Agreement with you, the amount of this fee will be set out in your Agreement Schedule. If the fee is not specified in the Agreement Schedule, you agree that we may commence charging this fee by giving you notice of the fee and the date from which we will start charging it.

## **8. Can the Charges increase under this Agreement?**

Unless stated otherwise in your Energy Plan (if any), we may vary the Charges (including the amount, nature and structure of any of the charges) by notice

to you at any time including during or after your Energy Plan Period (if any). The notice could take the form of a message contained in your bill, and will specify the effective date of the variation.

Despite any other clause in this Agreement, including your Energy Plan, we may also vary the Charges by notice to you as follows:

- If any of the information about the supply or sale of energy to your Supply Address used in quoting or calculating the Charges for energy or Green Products under this Agreement is incorrect (such as your supply area, meter type or average energy consumption) then we may vary the Charges to the level the Charges would have been had the information used been correct. Similarly, if any of the information used in determining the availability of an Energy Plan at your Supply Address is incorrect, then we may terminate that Energy Plan. Notice of any such termination will be provided to you in writing and will be effective from the date identified in that notice as the date of termination.
- If the metering device at your Supply Address is changed from one which measures energy on an accumulation basis to one which measures energy on an interval basis, we may vary your Charges, including the amount, nature and structure of any of the charges.
- If the Charges are based on or linked to an amount prescribed under any Regulatory Requirement and the Regulatory Requirement is amended, we may vary the basis upon which the Charges are calculated in a manner consistent with that amendment.

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

If your Energy Plan has an early termination fee, it may not apply if you terminate as a result of some variations to the Charges under this clause 8 (see clause 19).

## 9. How will I be billed?

We will issue a bill to you at your Supply Address or at another address you nominate in accordance with the Regulatory Requirements. The other address nominated may be an electronic address, for example, we may issue a bill via email or online via a secure website.

The bill will be issued for the supply and sale of electricity, gas or Green Products under this Agreement to you at the Supply Address for each Billing Period (including the energy consumed at your Supply Address). Separate bills may be issued for electricity, gas and/or Green Products.

Your bills will be based on your actual measured consumption or your estimated consumption of energy during a Billing Period, in accordance with the Regulatory Requirements. We will measure your metered consumption of energy at the intervals set down in the Regulatory Requirements (in NSW, this will be at least once every six months). We will reconcile any amount paid by you with the consumption measured.

The Billing Period will be at least every 3 months (or at least every 2 months in relation to the sale of gas in respect of Supply Addresses in Victoria) and may be every month. We may change the Billing Period by notice to you.

You must pay each bill in full by the Due Date on the bill. If for whatever reason you cannot pay by the Due Date, you must advise us as soon as possible. We have a range of payment plans that may assist you if you are experiencing payment difficulties which we can explain.

If you fail to pay the bill by the Due Date we may, in accordance with the Regulatory Requirements, do one or more of the following:

- apply any Security Deposit we hold in relation to this Agreement towards payment of the bill;
- disconnect or discontinue your supply under this Agreement (please refer to clause 17);

- refer your bill for collection by a debt collection agency;
- charge you a fee covering our reasonable costs of recovering any outstanding amount from you where we are not prohibited by Regulatory Requirements from doing so.

If you are a Business Customer we may charge you interest on a late payment where not prohibited by Regulatory Requirements from doing so.

## 10. What will my bill tell me?

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

- the National Metering Identifier (“NMI”) for your electricity supply point;
- the Metering Identification Registration Number (“MIRN”) for your gas supply point (or, if your gas supply point is in New South Wales, the Delivery Point Identifier (“DPI”)), if any;
- your relevant Charges;
- the amount you have to pay;
- your payment options;
- the Due Date;
- contact numbers you can use to make enquiries and report faults; and
- charges for other goods and services provided by us under this Agreement as a separate item in your bill.

If you are buying Green Gas under this Agreement, the Charges set out in your Agreement Schedule may appear as bundled rates which include the Charge for Green Gas. Your Agreement Schedule will identify both the amount of the weekly Charge for Green Gas and whether bundled rates are used in the Agreement Schedule. The Charges for gas supply and sale set out in your bills will appear as a bundled rate which includes the Charge for Green Gas identified in your Agreement Schedule.

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

If you have been overcharged, undercharged or not charged then these amounts will be paid to you or recovered from you in accordance with the Regulatory Requirements.

Please read the Agreement Annexure applicable to you for further details.

### **12. What are my payment options?**

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

If your payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you and we may recover any additional costs we incur, unless we are prohibited from doing so by the Regulatory Requirements.

If you request us to do so, we will accept payment in advance for the supply and sale of energy under this Agreement.

## **Your Premises and your Obligations**

### **13. What happens if I move address during this Agreement?**

If you intend to move from your Supply Address, you must give us notice of the date when you intend to vacate, and give us a forwarding address where we can send you a final bill.

Please read the Agreement Annexure for further details.

If you notify us that you are vacating your Supply Address, then this Agreement will end and your Energy Plan, if any, will end unless otherwise specified in the Energy Plan.

### **14. What are my other obligations?**

The title and risk in the energy supplied to you under this Agreement will pass to you at the point of

connection with your Supply Address. From that point on, the energy supplied under this Agreement is your responsibility.

If you are a Business Customer and subject to the provisions of the Regulatory Requirements, you agree to indemnify us against any liability arising out of the use of energy supplied under this Agreement after risk in the energy has passed to you, or where we have suffered any loss or damage arising as a result of your failure to comply with this Agreement.

You, as our customer, and we, as your retailer, must comply with the Regulatory Requirements and any other relevant code or law that applies to the supply and sale of energy, Green Products and other goods or services, to you.

You agree to give us (and our representatives and your Distributor) safe, convenient and unhindered access to the meter at the Supply Address to read it and for connection, disconnection and reconnection purposes. If you do not give us (or our representatives or the Distributor) such access to the meter and we estimate your energy consumption, we may charge you an additional amount if you later request a bill based on an actual reading of the meter.

You must co-operate with any reasonable requests that your Distributor makes of you, and allow your Distributor to enforce its rights under the Regulatory Requirements.

If you are a Business Customer, then 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 energy supply.

## **Continuity of Supply**

### **15. Can the supply of energy be affected?**

We are an energy retailer and have no control over production, generation or distribution of energy. Where this Agreement refers to us supplying you with energy or connecting your Supply Address, it is a reference to us arranging for that supply or connection

by your Distributor.

Your Distributor will supply and connect your Supply Address and is responsible for the physical delivery, quality or reliability of energy supplied to your Supply Address. This means that, unless required by law, we do not make any promises or assurances about:

- the quality, frequency or continuity of the electricity delivered to your Supply Address although this does not limit our obligations under the Regulatory Requirements; or
- the quality, pressure or continuity of the gas delivered to your Supply Address.

The quality, frequency and continuity of your electricity supply, and the quality, pressure and continuity of your gas supply are subject to a range of factors including accidents, weather and acts of others such as your Distributor.

Without limiting our rights under this Agreement you agree we may disconnect, curtail, interrupt or reduce the energy delivered to your Supply Address:

- if required by your Distributor;
- if required for the performance of any aspect of this Agreement, including your Energy Plan;
- in an emergency or for safety reasons;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- for a reason specified in Regulatory Requirements.

You also acknowledge that you may not receive energy as a result of events beyond our control. These include:

- your Distributor or another party interrupting supply to your Supply Address;
- a failure in the equipment used to supply you with energy; and
- there not being enough energy available to supply to you.

This Agreement does not vary or exclude the operation of:

- sections 119 and 120 of the National Electricity Law;
- section 97 or 97A of the Electricity Act 1994 (Qld), sections 315 and 316 of the Gas Supply Act 2003 (Qld), or section 856 of the Petroleum and Gas (Production & Safety) Act 2004 (Qld); or
- section 232 or 233 of the Gas Industry Act 2001 (Vic) or section 33 of the Gas Safety Act 1997 (Vic).

Our liability under this Agreement 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:

- (a) in the case of Green Products or other goods, including energy:
  - (i) the replacement of the goods or the supply of equivalent goods; or
  - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- (b) in the case of services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

## 16. Events beyond your or our control

If, as a result of a Force Majeure Event, either you or we would be in breach of this Agreement then your or our obligations under this Agreement are suspended to the extent that they are affected by the Force Majeure Event, except that both we and you must comply with our obligations in the applicable Regulatory Requirements. This applies for as long as the Force Majeure Event continues.

The party affected by a Force Majeure Event must give the other party prompt notice of the Force Majeure Event, 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 of the Force Majeure Event 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.

## Ending this Agreement

### 17. Disconnection - why and when would this happen?

Subject to the Regulatory Requirements, we may disconnect your energy supply in the circumstances permitted by the Regulatory Requirements or the following circumstances:

- on your request:

*Electricity Customers in New South Wales*, you must give us 72 hours' notice under the Regulatory Requirements. If you do not give us 72 hours' notice, you will be liable for all charges in respect of electricity supplied and sold to you, and any charges for any connection services arranged by us, until 72 hours after we become aware of your desire that supply be discontinued or the supply is discontinued or is otherwise transferred, whichever happens first. This does not apply if we have entered into, or are taken to have entered into, an agreement for the sale of electricity with another person in respect of the Supply Address; or

- if you fail to pay your bill by the Due Date and we have followed any procedures required by the Regulatory Requirements; or
- if you have denied us, or an authorised agent, access to your Supply Address in accordance with the Regulatory Requirements for three consecutive meter readings; or

- if you have obstructed us, or an authorised representative, in relation to any act, matter or thing done in carrying out a function under the Regulatory Requirements or the Agreement; or
- if you have refused to provide a Security Deposit when requested to do so; or
- if you have failed to provide acceptable identification as required by the Regulatory Requirements; or
- if you have not agreed to an offer of an instalment plan or other payment option when required to do so; or
- if you have not adhered to your obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills.

We will only disconnect your energy supply in the circumstances permitted by the Regulatory Requirements and after we have followed any procedures set out in the Regulatory Requirements.

We will not disconnect you while:

- any application made by you for assistance under any Government funded rebate or relief scheme that is available to you is pending; or
- any application made by you to us for assistance under any payment plan that is available to you and operated by us is pending; or
- any life support system that relies on energy for its operation is in use at your premises.

If the Supply Address is in New South Wales, please read the Agreement Annexure for further details.

### 18. When and how will this Agreement end?

If this Agreement is a Fixed Term Agreement, it finishes at the end of the fixed term (this will be set out in the Agreement Schedule), unless ended earlier. If this Agreement is a Fixed Term Agreement, we will give you a notice before the end date of the Term. This notice will be given to you:

- *For Customers in New South Wales*: at least 21 days before the end date of the Term.

- **For Customers in Victoria:** between one and two months before the end date of the Term.
- *For Customers in Queensland:* between 20 and 40 Business Days before the end date of the Term.
- *For Customers in South Australia and Northern Territory:* between 20 and 40 Business Days before the end date of the Term.

If this is not a Fixed Term Agreement, this Agreement will end when either you or we end it. Subject to the Regulatory Requirements, you or we can end the Agreement by giving the notice set out below or such other period as set out in the Energy Plan:

- *For Customers in New South Wales:* 28 days' notice
- *For Customers in South Australia and Northern Territory:* 20 Business Days' notice
- *For Customers in Queensland:* 20 Business Days' notice
- *For Customers in Victoria:* 28 days' notice

This Agreement, including if it is a Fixed Term Agreement, can also end in any of the following circumstances:

- Subject to the Regulatory Requirements, we can end this Agreement after connection where:
  - (a) you have been disconnected by us in accordance with Regulatory Requirements and you do not have a right to be reconnected,
  - (b) a different retailer has become financially responsible in the wholesale market to pay for energy used at the Supply Address; or
  - (c) you cease to be, or are likely to cease being, a Small Retail Customer.
- If you accept another agreement to buy energy from us, you will be taken to have given us notice that you wish to end this Agreement on the date that your new agreement commences.
- This Agreement will end if we are no longer entitled to sell energy due to a Last Resort Event (where applicable). Upon the occurrence of a Last Resort Event, we will provide specified customer details

to the new retailer of last resort within the period prescribed by the Regulatory Requirements. (For customers in NSW, please refer to the Agreement Annexure for more information on Last Resort Events.)

## 19. When will an early termination fee apply?

If not prohibited from doing so by the Regulatory Requirements, we may charge you an early termination fee in the amount specified in your Energy Plan or Agreement Schedule if:

- (a) you end your Energy Plan (including where your Energy Plan ends because you have ended your Agreement) prior to the end of the Energy Plan Period (if any); or
- (b) this Agreement is a Fixed Term Agreement and you end this Agreement prior to the fixed end date.

However, if you are a Residential Customer and end this Agreement and/or your Energy Plan we will waive the early termination fee if:

- (c) we vary the Charges and as a result:
  - (i) the new Charges are higher than the applicable Standard Published Rates; or
  - (ii) the percentage increase in the Charges as a result of the variation is higher than the percentage change in CPI since the date the initial Charges took effect;
- (d) we vary the terms of this Agreement under clause 26 and the variation is detrimental to you; or
- (e) the Energy Plan ends (in accordance with the Agreement) because we have withdrawn the Energy Plan from sale, the magazine you chose for your Energy Plan is no longer available or in other circumstances where we state that we will waive the early termination fee,

as long as you tell us that you are affected by (c), (d) or (e) and want to end the Agreement and/or Energy Plan as a result within 28 days of the date you received notice of the variation referred to above.

If you end your Energy Plan and/or Agreement in

this way but continue to take supply from us, we will continue to supply you with energy under the same terms and conditions (as varied) under clause 22.

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

When this Agreement or Green Product Agreement ends, you are still required to make any outstanding payments to us and we have no further obligation to sell energy, Green Products or other services to you under this Agreement or Green Product Agreement.

Where the Agreement Schedule shows you are purchasing electricity and gas from us, if you have an Energy Plan with us which requires that you purchase both forms of energy from us and you elect to end the Agreement in relation to one, your Agreement with us in relation to the other continues but we may end the Energy Plan and/or vary the Charges in relation to the remaining form of energy. However, if you do not have an Energy Plan with us which requires that you purchase both gas and electricity from us, then if you end your Agreement with us in relation to one of these forms of energy, the Agreement will continue unchanged in relation to the other form of energy.

Where there is a Nominated Energy Agreement in relation to the sale of a Green Product, we may discontinue the sale of the Green Product if the Nominated Energy Agreement is ended or the supply of energy under the Nominated Energy Agreement is disconnected. However, if we continue to sell you energy at the Supply Address under a different contract, our agreement to sell Green Products will continue until such time as you transfer to a new retailer for the Supply Address.

## **21. Energy Plans**

If your Agreement includes an Energy Plan, the Energy Plan will set out how the Energy Plan can end. In addition, your Energy Plan will automatically end upon the ending of this Agreement. You may also end your Energy Plan at any time by notice to us.

Your Agreement will continue after the end of the Energy Plan. We may also offer you a new Energy Plan

to come into effect at any time after the end of your current Energy Plan by notice to you.

If we offer you a new Energy Plan, we will notify you of that new Energy Plan, including any variation to your Charges that will apply as part of that new Energy Plan, which we will put you on as part of this Agreement following the end of the current Energy Plan. If we do so, and you do not notify us within 28 days following that notice that you do not want to take up that new Energy Plan:

- (a) you are taken to have accepted the offer of the new Energy Plan; and
- (b) this Agreement is amended with effect from the date for commencement of the new Energy Plan advised in the notice to you (including any associated variation in the Charges).

If you notify us within that 28 day period that you do not want to take up the new Energy Plan, your Agreement with us will continue without the incorporation of the new Energy Plan.

## **22. What happens if I continue to take supply after this Agreement should have ended?**

If this Agreement is ending for any reason, and you have not entered into a new agreement with us (or transferred to a new energy retailer) for the sale of energy to your Supply Address, then we will continue to sell energy to you at your Supply Address under this Agreement until you enter into a new agreement with us, or transfer to a new energy retailer, for the sale of energy to your Supply Address. We may vary your Agreement, including the Charges, in accordance with the provisions of our Agreement in those circumstances.

## **About this Agreement**

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

The Agreement Schedule, your Energy Plan (if any) and these Agreement Terms form our Agreement with you. 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 as if it were a term of this Agreement.

If there is any inconsistency between a Regulatory Requirement, the Agreement Schedule, your Energy Plan or the Agreement Terms the order of precedence will be the same as the order in which they are listed below:

- the Agreement Schedule;
- your Energy Plan;
- the Agreement Terms;
- the Regulatory Requirement.

However, if a Regulatory Requirement provides that it must prevail, it will prevail to the extent of the inconsistency.

## **24. Warranties**

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 removed from the Agreement, but the rest of the Agreement is not affected.

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

This Agreement is governed by the laws in force in the State or Territory of your Supply Address. You agree to submit to the non-exclusive jurisdiction of the courts in the State or Territory of your Supply Address.

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

Where according to the Agreement Schedule you have elected to enter agreements with us for the sale of more than one of electricity, gas or Green Products and:

- we are entitled to disconnect your supply under one agreement; or
- sale under one agreement does not commence for any reason within 9 months of the Acceptance Date under any of the other agreements for any reason

(the “**Transfer Failure Date**”),

then we may on written notice to you at our discretion:

- vary any of the other agreements under which sale has commenced, so that any Energy Plan or special conditions, rewards or benefits are cancelled, or
- end any of the other agreements under which sale has commenced.

If we elect to make a variation under this clause the variation will be effective from the date our entitlement to disconnect arises (if relevant), the Transfer Failure Date or another date which we may choose in our discretion.

In addition, you agree that this Agreement may be varied by agreement between us where:

- we have given you 28 days’ written notice of the variation to this Agreement; and
- you have accepted that change by not terminating the Agreement prior to the end of that 28 day period,

provided that variation is not prohibited by the Regulatory Requirements. If your Energy Plan has an early termination fee it may not apply if you terminate as a result of a variation under this clause 26 (see clause 19).

You must agree to any amendments we propose to this Agreement that we reasonably consider are required as a consequence of changes to Regulatory Requirements.

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

You may not assign, transfer or novate this Agreement without our consent. You give your explicit informed consent to our:

- assigning, transferring or novating this Agreement; and/or
- transferring you as a customer,

to any of our related bodies corporate or as part of the transfer to the same third party of all or substantially

all of one of our energy sales business segments. We will provide you with advance notice of any such assignment, transfer or novation.

We may also assign, transfer or novate this Agreement, and/or transfer you as a customer, to any third party with your consent.

The Agreement is only in respect of sale to the Supply Address, and is not transferable to a new supply address. If you are moving to a new supply address you must end this Agreement. We would be pleased to make you an offer to sell energy to any new supply address, although the Charges included in that offer may differ from those under this Agreement.

If we are no longer entitled to sell energy due to a Last Resort Event (where applicable), you will be transferred to a retailer of last resort.

For customers in NSW, please refer to the Agreement Annexure for more information on Last Resort Events.

## 28. 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
- at our request 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.

## 29. How does GST apply?

Notwithstanding any other provision in this Agreement 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 Agreement;

- (c) If the **GST** payable in relation to a **Supply** made under or in connection with this Agreement 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:

- Agreement Price means the **consideration** to be provided under this Agreement 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 in this clause have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and in the GST law.

### 30. Efficient Energy Consumption

On request we will provide to you, free of charge, information about efficient energy consumption.

### 31. Green Products

Where we agree to sell you a Green Product:

- (a) where the Green Product is GreenPower, we will acquit under the GreenPower Scheme a quantity of Green Power rights equivalent to the quantity of energy supplied to you during the Term under the Nominated Energy Agreement, multiplied by the GreenPower percentage nominated in your Agreement Schedule;
- (b) where the Green Product is Green Gas, we will acquit greenhouse gas offsets for an amount of greenhouse gas equivalent to the greenhouse gas emissions estimated to be associated with the quantity of natural gas supplied to you during the Term under the Nominated Energy Agreement;
- (c) the Charges for the Green Product will be as specified in the Agreement Schedule for the Green Product or varied in accordance with this Agreement. Under clause 8 of this Agreement we may vary the Charges, which means we can also vary the structure of Green Product Charges, such as from a weekly amount to a charge based on the amount of energy you consume;
- (d) where we undertake to acquit credits, rights or offsets in relation to a Green Product, we will use our best endeavours to do so within six months after the close of the calendar year in which the Green Product is supplied to you;

- (e) the term of our Green Product Agreement will end on the earlier of:
  - (i) the end date (if any) for a Green Product Agreement set out in an Energy Plan which requires a Green Product Agreement to be in place;
  - (ii) the end date set out in the Agreement Schedule;
  - (iii) the date that another retailer becomes responsible for the sale of energy to you that was previously provided under the Nominated Energy Agreement;
  - (iv) if no end date is set out as referred to in paragraphs (i) or (ii) above, upon 28 days' notice in writing by either party; or
  - (v) any other date agreed with you;
- (f) despite any other provision of this clause 31 we may, with 28 days' notice in writing to you:
  - (i) vary the terms of the Green Product (including the percentage and source of GreenPower); or
  - (ii) end the sale of the Green Product; and
- (g) at any time before the effective date of a variation to the terms of the Green Product as notified to you, you may end without penalty the Green Product Agreement by notice to us. The Green Product Agreement will end on the date the variation would otherwise take effect, unless ended earlier under other provisions of this Agreement.

### 32. 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 this Agreement with you. We may also collect sensitive information about you (for example, if you notify us that life support equipment is used at your Supply Address).

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 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 63. Our privacy policy is available at [www.originenergy.com.au](http://www.originenergy.com.au).

### **33. What about other goods and services Origin 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 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 us on 13 24 63 or write to Origin 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 (special offers are different to Energy Plans). Each special offer will be governed by its own terms and conditions. Unless expressly stated otherwise, 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 in this clause 33 and in clause 32 above.

### **34. Notices**

Unless the Regulatory Requirements contemplate notice being provided in a different manner, a notice given by us under or in connection with this Agreement will be in writing and given to you:

- personally; or
- by post, addressed to your Supply Address or any other address you nominate from time to time. The notice will be taken to be received by you on the third Business Day after the date of posting to that address; or
- by e-mail if you have provided us with an email address; or
- by fax if you have provided us with a fax address

### **35. Further information**

For further information about Origin, available tariffs, concessions, energy efficiency or the products and services we offer, please contact us on 13 24 63 or visit our website [www.originenergy.com.au](http://www.originenergy.com.au).

If you have an enquiry or a complaint relating to our service, please call us on 13 24 61 and we will work to satisfy your concerns. We aim to resolve all telephone enquiries and complaints when you initially contact us. If we are unable to do so, we will tell you when we expect to be in a position to resolve your enquiry or complaint. We will endeavour to answer all your written enquiries and complaints within 5 Business Days from the day we receive your written enquiry or complaint. You may also request to have your complaint reviewed by a higher level of management within Origin. If you are in South Australia, Victoria, Queensland or New South Wales and you still believe that your complaint has not been satisfactorily resolved, you can contact:

- *For customers in New South Wales:* the New South Wales Energy and Water Ombudsman on 1800 246 545 or at [www.ewon.com.au](http://www.ewon.com.au).
- *For customers in South Australia:* the South Australian Energy Industry Ombudsman on 1800 665 565 or at [www.eiosa.com.au](http://www.eiosa.com.au).

- *For customers in Queensland:* the Queensland Energy Ombudsman on 1800 662 837 or at [www.ecpo.qld.gov.au](http://www.ecpo.qld.gov.au).
- *For customers in Victoria:* the Victorian Energy and Water Ombudsman on 1800 500 509 or at [www.ewov.com.au](http://www.ewov.com.au).

### 36. Definition of terms in this Agreement

**Acceptance Date** means the date specified in the Agreement Schedule, or if no date is specified, the date the Agreement Schedule is signed by you or the Agreement is entered into by you over the phone or online.

Agreement means the Agreement Schedule, the **Agreement Terms** and the Energy Plan (if any).

**Agreement Annexure** means:

- in respect of Customers with Supply Addresses in New South Wales, the Agreement Annexure for New South Wales Customers;
- in respect of Customers with Supply Addresses in Victoria, the Agreement Annexure for Victorian Customers;
- in respect of Customers with Supply Addresses in Queensland, the Agreement Annexure for Queensland Customers;
- in respect of Customers with Supply Addresses in South Australia, the Agreement Annexure for South Australian Customers; and
- in respect of Customers with Supply Addresses in Northern Territory, clauses 2 and 3 of the Agreement Annexure for South Australian Customers.

**Agreement Schedule** means the document entitled Agreement Schedule provided to you with these Agreement Terms and the Price Sheet.

**Agreement Terms** means this document, including the Agreement Annexure.

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

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

**Business Day** means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in the State or Territory in which your Supply Address is located.

**Charges** means the charges, fees and other amounts payable by you under this Agreement, including those described in these Agreement Terms, the Agreement Schedule or the Energy Plan or passed through as contemplated by this Agreement.

**CPI** means the Consumer Price Index (all groups) weighted average of eight capital cities, as published by the Australian Bureau of Statistics from time to time.

**Connection Charge** means the amount we will pass through to you from the Distributor for connecting you to the distribution system.

**Customer** means the person or persons named in the Agreement Schedule and if there are more than one, means each of them separately and every two or more of them jointly.

**Distributor** means:

- in the case of Supply Addresses in South Australia, Victoria, New South Wales and Queensland, the holder of the distribution licence in respect of the distribution system to which your Supply Address is connected; and
- in the case of Supply Addresses in the Northern Territory, the person who operates the distribution system to which your Supply Address is connected.

**Due Date** means the later of:

- the date which is 12 Business Days (or such other number of days provided for in the Regulatory Requirements) from the date of dispatch of the bill, except in relation to the sale of gas in Queensland where this date is 14 calendar days (or such other number of days provided for in the Regulatory Requirements) from the date of dispatch of the bill;

- (b) the date stated on your bill; or
  - (c) such other date as we agree with you,
- by which you must pay your bill.

**Energy Plan** means:

- (a) the document (or a separate section of a document) provided to you with these Agreement Terms that sets out any additional terms and conditions on which we agree to sell you electricity and/or gas under this Agreement (where applicable); or
- (b) any subsequent Energy Plan you enter into as part of this Agreement in accordance with clause 21 of these Agreement Terms.

The Agreement Schedule indicates which Energy Plan, if any, is part of this Agreement at the time you enter into this Agreement.

**Energy Plan Period** has the meaning given in your Energy Plan (if any).

**Fixed Term Agreement** means an agreement with a term that continues for a fixed period or that has a stated end date. The Agreement Schedule will indicate if this is a Fixed Term Agreement.

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

**Green Product** means any product described in the Agreement Schedule as a “Green Product” for the purposes of the Agreement Terms.

**Green Product Agreement** means your agreement to buy Green Products from us comprising the Agreement Terms and the Agreement Schedule.

**Green Product Supplier** means the Green Product Supplier as set out in the Agreement Schedule or, if not set out in the Agreement Schedule:

- (a) where there is a Nominated Energy Agreement, the person that is the Supplier under the Nominated Energy Agreement; or
- (b) where there is not a Nominated Energy Agreement, Origin Electricity Limited.

**GST** has the meaning given to it in the GST Law.

**GST Law** has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

**Last Resort Event** means:

- *For customers in New South Wales:*
  - for electricity, if a suspension notice is issued by AEMO to Origin under the National Electricity Rules, or if Origin’s licence is cancelled and written notice of the cancellation is given to Origin.
  - for gas, the Minister forms the opinion that Origin has ceased or is likely to cease to supply gas to all, or a group of, its customers or is unable, or has failed or refused, to operate in the retail market, or Origin’s authorisation is cancelled.
- *For customers in South Australia:* an event which triggers the operation of the retailer of last resort scheme approved by the Essential Services Commission.
- *For customers in Queensland:* an event which triggers the operation of a retailer of last resort scheme under the Regulatory Requirements.
- *For customers in Victoria:* in respect of Origin means when:
  - Origin’s retail licence is suspended or revoked; or
  - Origin’s right to acquire:
    - (i) for electricity, electricity from the wholesale electricity market; and
    - (ii) for gas, gas from a wholesale gas market or a producer, is suspended or terminated,

whichever first occurs.

**National Electricity Law** means the law applying by virtue of:

- *For Customers in New South Wales:* National Electricity (New South Wales) Act 1997 (NSW).
- *For Customers in Victoria:* the National Electricity (Victoria) Act 1997 (Vic).

- *For Customers in Queensland:* Electricity - National Scheme (Qld) Act 1997.
- *For Customers in South Australia:* National Electricity (South Australia) Act 1996 (SA).

**Nominated Energy Agreement** means the agreement as set out in the Agreement Schedule for the Green Products Agreement or, if not set out in the Agreement Schedule for the Green Products Agreement:

- where the Green Product is GreenPower, the agreement for electricity sale by Origin to the premises described in the Agreement Schedule; or
- where the Green Product is GreenGas, the agreement for gas sale by Origin to the premises described in the Agreement Schedule.

**Origin Electricity** means Origin Energy Electricity Ltd (ABN 33 071 052 287) of Level 45, Australia Square, 264-278 George Street, Sydney, NSW, 2000.

**Origin Gas** means:

- *For Customers in New South Wales:* Origin Energy LPG Ltd (ABN 77 000 508 369) of Level 45, Australia Square, 264-278 George Street, Sydney, NSW, 2000
- *For Customers in Victoria:* Origin Energy Retail Ltd (ABN 22 078 868 425) of Level 6, 1 King William Street, Adelaide, South Australia, 5000 (in respect of customers in and around Mildura) and Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) of Level 21, 360 Elizabeth Street, Melbourne, Victoria, 3000 (in respect of customers in all other parts of Victoria)
- *For Customers in Queensland:* Origin Energy Retail Ltd (ABN 22 078 868 425) of Level 6, 1 King William Street, Adelaide, South Australia, 5000
- *For Customers in South Australia and Northern Territory:* Origin Energy Retail Ltd (ABN 22 078 868 425) of Level 6, 1 King William Street, Adelaide, South Australia, 5000.

**Price Sheet** means the document provided to you with these Agreement Terms that sets out your charges for the sale and supply of energy.

**Regulatory Requirements** means all relevant legislation, regulations, codes, guidelines, orders in council, licences, proclamations, directions or standards applicable in your region of the national electricity market or gas market.

- *For Customers in New South Wales:* this includes, without limitation, the Electricity Supply Act 1995 (NSW), the Electricity Supply (General) Regulation 2001 (NSW), the Gas Supply Act 1996 (NSW), the Gas Supply (Natural Gas Retail Competition) Regulation 2001 (NSW), the National Electricity (New South Wales) Act 1997 (NSW) and other instruments made under the Electricity Supply Act (NSW) and the Gas Supply Act 1996 (NSW), and the Privacy Act 1988 (Cth).

You can get a copy of the Electricity and Gas Supply Acts and Regulations at [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au) or by asking us to send a copy to you.

- *For Customers in Victoria:* this includes, without limitation, the Energy Retail Code prepared by the Essential Services Commission, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act 1998 (Vic), the National Electricity (Victoria) Act 1997, the Gas Industry Act 2001 (Vic), the Gas Safety Act 1997 (Vic), the Privacy Act 1988 (Cth) and the Code of Conduct for Marketing Retail Energy in Victoria, which addresses marketing behaviour, contact hours and informed consent to enter agreements.

You can get a copy of the Energy Retail Code at [www.esc.vic.gov.au](http://www.esc.vic.gov.au) or by asking us to send a copy to you.

- *For Customers in Queensland:* this includes, without limitation, the Electricity Industry Code or the Gas Industry Code or both depending on the context, as approved by the Minister for Mines and Energy, Queensland, the Electricity Act 1994 (Qld), the Electrical Safety Act 2002 (Qld), Electricity - National Scheme (Queensland) Act 1997 (Qld), the Gas Supply Act 2003 (Qld), the Petroleum and Gas (Productions & Safety) Act 2004 (Qld) and the Privacy Act 1988 (Cth).

You can get a copy of the Electricity Industry Code and the Gas Industry Code at [www.qca.gov.au](http://www.qca.gov.au) or by asking us to send a copy to you.

- *For Customers in South Australia:* this includes, without limitation, the National Electricity (South Australia) Act 1996, a gas or electricity guideline issued by the Essential Services Commission of South Australia, and the Energy Retail Code prepared by the Essential Services Commission of South Australia, the independent industry regulator.

You can get a copy of the Energy Retail Code at [www.escosa.sa.gov.au](http://www.escosa.sa.gov.au) or by asking us to send a copy to you.

- *For Customers in Northern Territory:* this includes, without limitation, the National Gas (Northern Territory) Act 1990 (NT) and the Consumer Affairs and Fair Trading Act 2008 (NT).

**Residential Customer** means a customer who purchases energy predominantly for personal, domestic or household use.

**Security Deposit** means the amount of money or other arrangement we request from you as a security against you not paying your final bill.

**Small Retail Customer** means a Small Retail Electricity Customer or a Small Retail Gas Customer.

**Small Retail Electricity Customer** means:

- *For Customers in New South Wales:* a small retail customer for the purposes of section 92 of the Electricity Supply Act 1995 (NSW).
- *For Customers in Victoria:* a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic) or a customer who consumes less than 160MWh of electricity per year.
- *For Customers in Queensland:* a small customer for the purposes of the Electricity Act 1994 (Qld).
- *For Customers in South Australia:* a small customer for the purposes of the Electricity Act 1996 (SA).

**Small Retail Gas Customer** means:

- *For Customers in New South Wales:* a small retail

customer for the purposes of section 92 of the Electricity Supply Act 1995 (NSW).

- *For Customers in Victoria:* a relevant customer for the purposes of section 43 of the Gas Industry Act 2001 (Victoria).
- *For Customers in Queensland:* a small customer for the purposes of the Gas Supply Act 2003 (Qld).
- *For Customers in South Australia:* a small customer for the purposes of the Gas Act 1997 (SA).
- *For Customers in Northern Territory:* subject to any Regulatory Requirements any customer who elects to purchase gas from us.

**Standard Published Rates** means the prices that you would be required to pay if you were supplied under a standard form customer supply contract (in NSW), a standing contract (in SA), a standing offer with Origin (in Victoria) or a standard retail contract (in Queensland) at your Supply Address. These prices are published in accordance with Regulatory Requirements by the relevant retailer. If the relevant retailer is Origin, these prices can be found on our website at [originenergy.com.au](http://originenergy.com.au)

**Supply Address** means the premises where you take purchase from us and take supply under the terms of this Agreement as specified in the Agreement Schedule.

**Term** means the period of this Agreement as set out in the Agreement Schedule, or if no period is set out in the Agreement Schedule, the period ending when this Agreement is ended by one of the parties to it.

Unless otherwise stated:

- if a clause refers to us using our best endeavours this means we will act in good faith and use all reasonable efforts, skill and resources;
- 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, ordinance, 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;
- if an example is given of any thing (including a right obligation or concept), the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

Any discretion that we have under this Agreement will be exercised by us on reasonable grounds.

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# Agreement Annexure for Victorian Customers

Effective March 2011

## 1. What is the Cooling Off period?

You have the right to cancel the Agreement without penalty at any time within 10 Business Days. The cooling off period will start on and include the day after you entered into the Agreement or the day after you received a copy of the Agreement, whichever is later.

If you wish to cancel the Agreement, you must provide us with written notice that clearly indicates your intention to cancel the Agreement in one of the following ways:

- in person: Level 21, 360 Elizabeth Street, Melbourne, Victoria, 2000
- by post: PO Box 16012, Collins Street West, Victoria, 8007
- by fax: 1800 688 834; or
- by e-mail: enquiry@originenergy.com.au,

or you may notify us by calling us on 1300 726 133 to advise us of the cancellation.

Your right to a cooling off period does not affect any other rights you have in law or in equity in relation to the Agreement or our conduct, for example, under the Fair Trading Act 1999.

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

On request we will review any bill. You must pay the portion of that bill 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 or request a meter test. If the meter complies with Regulatory Requirements you must pay the cost of the meter test and any unpaid amount.

If the bill under review is incorrect, we will correct the bill.

If we have overcharged you by an amount of \$50 or less, we will credit the amount to the next bill issued to you after we become aware of the overcharging. If we have overcharged you by an amount exceeding \$50, we will inform you within 10 Business Days after becoming aware of the overcharging and will repay any amount overcharged by crediting your next bill, or as reasonably directed by you.

If you were undercharged, or not charged:

- where the undercharging results from a failure of our billing systems, we will only seek to recover amounts undercharged in the nine months prior to the date we notify you that you have been undercharged; and
- in all other cases, we will only seek to recover amounts undercharged in the twelve months prior to notifying you of the undercharge.

The amount we recover from you is not limited if the undercharging has resulted from an unlawful act committed by you or if the undercharging has resulted from your failure to comply with your obligation to give us (and our representatives and your Distributor)

safe, convenient and unhindered access to the meter at your Supply Address under clause 13 of the Agreement.

Where we recover an amount undercharged from you, we will 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 undercharged amount. 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.

## Your Premises and your Obligations

### 3. What happens if I move address during this Agreement?

You must give us notice of the date you intend to vacate your Supply Address, or the date you did vacate the Supply Address and a forwarding address where we can send a final bill. You do not avoid liability to pay us for energy consumed at your Supply Address, or for Green Products that relate to the quantity of energy consumed at your Supply Address, by vacating your Supply Address.

Your obligation to pay us for energy consumed at your Supply Address, or for Green Products that relate to the quantity of energy consumed at your Supply Address, under this Agreement continues until, and ends with effect from, 3 Business Days (or such shorter period as permitted by the Regulatory Requirements) after the date of the notice of your intention to vacate the Supply Address or the date you vacate the Supply Address - whichever occurs last.

You may cease to be liable to pay for energy and Green Products consumed at your Supply Address from the date specified in the following paragraphs, if that date is earlier than the date determined above:

- if you demonstrate to us that you were evicted or otherwise forced to vacate your Supply Address, the date on which you give us notice that you have vacated your Supply Address;

- if another customer enters into a new energy agreement with us for the Supply Address, the date on which the obligation to pay for energy under the new energy agreement is effective;
- if another retailer becomes Responsible for the Supply Address, the date on which the other retailer becomes Responsible; and
- if the Supply Address is disconnected, the date on which the Supply Address is disconnected.

If you enter into an energy agreement with us at a new supply address, any amount payable by you for energy consumed at your vacated Supply Address may be included in your bill for energy consumed at your new supply address.

# Agreement Annexure for South Australian Customers

Effective March 2011

## 1. What is the Cooling Off period?

You have the right to cancel the Agreement without penalty at any time within 10 Business Days. The cooling off period will start on and include the day after you receive the Disclosure Statement and the Agreement.

Your right to cancel the Agreement within this period is not affected by any affirmation of the Agreement that you may have made, for example, by signing the Agreement.

If you wish to cancel the Agreement, you must provide us with written notice that clearly indicates your intention to cancel the Agreement in one of the following ways:

- *in person*: Level 6, 1 King William Street, Adelaide, South Australia, 5000

- *by post*: PO Box 16012, Collins Street West, Victoria, 8007
- *by fax*: 1800 688 834; or
- *by e-mail*: enquiry@originenergy.com.au,

or you may notify us by calling us on 1300 726 133 to advise us of the cancellation.

If you send a written cancellation notice by post, fax or email, we will be deemed to have received it on the day it was sent. We will keep a copy of your written cancellation notice (for as long as we are required to keep it under the Regulatory Requirements) to answer any future questions.

Your right to a cooling off period does not affect any other rights you have in law or in equity in relation to the Agreement or our conduct.

In this clause, Disclosure Statement means the written disclosure statement provided to you by us in accordance with our Regulatory Requirements.

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

On request, we will review any bill. We will inform you of the outcome within 20 Business Days. When we are reviewing your bill, you must pay by the Due Date the portion of that bill that is not in dispute or an amount equal to the average amount of your bills in the previous 12 months (whichever is greater) and any future bills that become due.

You may request to have your meter tested during the review. We may request that you pay in advance the reasonable costs for testing the meter. If you do not pay for the testing of your meter 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 (or set this off against any amount of the bill that is still outstanding) and you are not liable to pay the cost of testing.

If the bill under review is correct, you must pay the unpaid amount still outstanding.

If the bill under review is incorrect, we will correct the bill.

If you have been overcharged, we will inform you no later than 10 Business Days after becoming aware of the overcharging. We will not pay you interest for overcharged amounts. If:

- we have overcharged you \$100 or less and you have paid this amount, we will credit the overcharged amount to your next bill or repay this amount in accordance with your instructions within 10 Business Days. If you are no longer our customer, we will pay the overcharged amount to you within 10 Business Days.
- we have overcharged you more than \$100 and you have paid this amount, we will repay the amount in accordance with your instructions within 10 Business Days.

If you were undercharged as a result of our error, or the distributor's error, we will:

- only seek to recover amounts undercharged in the 12 months prior to the meter reading date on the last bill sent to you; 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 undercharged amount. If you request it, we will agree to a payment plan allowing you to pay the undercharged amount in agreed instalments:

- if the undercharging occurred over a period of less than 12 months, over a period equal to the period in which the undercharging occurred; or
- in any other case, 12 months.

### 3. What happens if I move address during this Agreement?

If you intend to move from your Supply Address, you may terminate this Agreement by giving us at least 3 Business Days' notice of the date when you intend to vacate, and giving us a forwarding address where we can send you a final bill.

When we receive the notice, we will use our best endeavours to ensure that the meter is read at a date and time agreed with you (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to your forwarding address.

If you do not provide the required notice, or if you do not provide access to your meter, you will be responsible for all energy purchased at the Supply Address, or for Green Products that relate to the quantity of energy consumed at your Supply Address, until:

- we become aware that you have vacated your Supply Address and your meter has been read; or
- someone else commences to purchase energy from us or another retailer for that Supply Address.

### 4. Last Resort Event

If the Agreement ends because we are no longer entitled to sell energy due to a Last Resort Event, you will not be liable for any termination fee or other penalty.



# Agreement Annexure for New South Wales Customers

Effective March 2011

## Guaranteed Customer Service Standards

### 1. We will provide a number to contact your Distributor

A telephone service, as listed on the back page of the booklet containing these Agreement Terms, operates 24 hours a day, 7 days a week to enable you to contact your Distributor about faults or difficulties in energy delivery.

### 2. 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, connection services and general enquiries.

### 3. When you make an appointment with us, we guarantee 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 caused by the delay.

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

If, under Regulatory Requirements, we become authorised to discontinue your energy supply, we will not take action 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 disconnection referred to in that notice.

### 5. We will not disconnect your supply without explanation

In any notice referred to above, and in any dealings with you referred to above, we will:

- specify the grounds authorising us to take the action proposed;
- 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;
- advise you of your rights under the Regulatory Requirements; and
- advise you of any rights you may have for the complaint or dispute to be referred to the Energy and Water 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 energy, 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.

We will not disconnect you while any application made by you for assistance is pending.

If all other attempts under these clauses to deal with you have been unsuccessful, we will make at least one further attempt to discuss the matter with you outside of business hours.

We will document all of the actions that we take when we disconnect your Supply Address in accordance with these Guaranteed Customer Service Standards.

We will not discontinue the energy supply to you until the later of:

- the date specified in the second disconnection notice we gave to you; or
- if the issues are covered by an approved Energy and Water Ombudsman scheme and the matter is referred to the Energy and Water Ombudsman for resolution, the date that is 3 Business Days after the matter is referred.

We will not discontinue the energy supply to your Supply Address if, before the date of the second disconnection notice, the Energy and Water Ombudsman directs that disconnection should not be made.

Where we are authorised under your Agreement to discontinue the supply of gas to your Supply Address on grounds arising from your Agreement or the Regulatory Requirements, we will not do so:

- on a Friday, Saturday or Sunday;
- on a public holiday or day immediately preceding a public holiday; or
- after 3.00 pm on any other day.

## 6. We will inform you of a disconnection

If your Supply Address is disconnected from the 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 your Supply Address to the distribution system, including any costs payable by you in relation to reconnection; and
- the dispute resolution procedures that are available to you in relation to these matters.

## 7. We will reconnect you promptly when appropriate

We will promptly notify the Distributor of your request for reconnection to the distribution system, if you become entitled to be reconnected.

Where we have disconnected the supply of energy to your Supply Address, the requirements for reconnection are as follows:

- you must rectify the grounds for discontinuance within a reasonable time;
- you must request that the supply of energy be recommenced; and
- you must pay the reasonable reconnection fee as determined by us.

Where you have met the requirements for reconnection listed above, we will use our best endeavours to recommence supply within the following periods:

- if your request is made before 3 pm on a Business Day, on the day the request is made;
- if your request is made after 3 pm on a Business Day, on the next Business Day after the request is made; and

- if your request is made after 3 pm on a Business Day and you pay an after hours connection charge to us, on the day requested by you.

### 8. We will observe the minimum service standards

In supplying energy to you under the Agreement, we will use reasonable endeavours to:

- ensure you receive reliable services of reasonable quality;
- resolve your enquiries in a timely manner;
- provide at least 2 Business Days notice if we will be carrying out work (other than emergency work) that will disrupt supply under the Agreement;
- commence any work in response to a request by you to arrange metering or connection services within 2 Business Days; and
- 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 under the Agreement as soon as reasonably possible after we become aware of the disruption.

If we have an obligation to pay you under these guaranteed customer service standards we will pay you either by cheque or via a credit on your next bill.

### 9. You ought to know

These Guaranteed Customer Service Standards do not prevent us from discontinuing the supply of energy to your Supply Address at your request.

Nothing in these Guaranteed Customer Service Standards affects any right or obligation to disconnect your Supply Address arising from the operation of the Electricity Supply (Safety and Network Management) Regulation 2002 (NSW) or the Electricity (Consumer Safety) Act 2004 (NSW).

Nothing in these Guaranteed Customer Service Standards relating to the discontinuance of the supply of gas to your Supply Address affects our right to interrupt continuous supply of gas as agreed in the Agreement.

You may be eligible for a Government funded rebate or relief scheme to facilitate the payment of charges due to us. Further information is available by telephoning us on 13 24 61.

These Guaranteed Customer Service Standards comply with the requirements imposed under the Electricity Supply Act 1995 (NSW) and the Gas Supply Act 1996 (NSW) with respect to customer service.

You have the right to choose a Standard Form Customer Supply Contract.

Standard Form Customer Supply Contract has the meaning given to it in the Electricity Supply Act 1995 (NSW) or the Gas Supply Act 1996 (NSW), as applicable.

### Miscellaneous terms

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

You are not liable to pay any charge unless the amount of the charge, or the basis for the calculation of the amount of the charge, is set out in this Agreement.

#### 11. When will my supply of energy begin?

The sale and supply of energy will commence in accordance with the provisions of this Agreement. In the case of electricity, the day on which the sale and supply of energy will commence will be at least 10 days after the start of the Agreement. Unless permitted by the Regulatory Requirements, your energy sale and supply will not commence earlier than this day.

If you have been sold and supplied with energy by us other than under an energy supply agreement, immediately before we commenced selling and supplying energy under this Agreement, you are liable to us under this Agreement for the payment of any amount unpaid with respect to that period of sale and supply of energy.

For electricity, you will only be liable for the following periods of sale and supply of energy:

- in the case of a New Occupant Supply Arrangement, for a period of 14 days or less; or
- in the case of an Exempt Last Resort Arrangement, for a period of 1 month or less.

You will not be liable under the Agreement to pay us for electricity or gas if you have paid another supplier for the sale and supply of that energy or if you terminate the Agreement under a cooling off clause. Unless the Regulatory Requirements require otherwise, you will still be liable to pay us in these circumstances for energy under this Agreement where you have paid another supplier for energy which we in fact sold and supplied you. In this clause:

Exempt Last Resort Arrangement means an electricity supply arrangement exempted from the operation of section 98 of the Electricity Supply (General) Regulation 2001 (NSW) under clause 68(2) of the Electricity Supply (General) Regulation 2001; and

New Occupant Supply Arrangement means an electricity supply arrangement exempted from the operation of section 98 of the Electricity Supply (General) Regulation 2001 (NSW) under clause 68(2)(e) of the Electricity Supply (General) Regulation 2001.

## 12. What is the cooling off period?

You have the right to cancel the Agreement without penalty at any time within 10 business days. The cooling off period will start on and include the day after you entered into the Agreement or the day after you received a copy of the Agreement, whichever is later.

If you wish to cancel the Agreement, you can do so orally or in writing within the cooling off period. Written cancellation can be delivered in one of the following ways:

- *in person*: Level 45, Australia Square, 264-278 George Street, Sydney, NSW, 2000
- *by post*: PO Box 16012, Collins Street West, Victoria, 8007
- *by fax*: 1800 688 834; or

- *by e-mail*: enquiry@originenergy.com.au, or you may notify us by calling us on 1300 726 133 to advise us of the cancellation.

If you terminate the Agreement, we will provide you with a record of the termination.

Where you terminate this Agreement during any applicable cooling off period, we are not entitled to the payment of any costs, compensation or other amount as a consequence of such termination other than charges payable in respect of any energy supplied or any other services provided under this Agreement.

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

On your request we will review any bill. You must still pay us the amount owing on the bill by the Due Date. If we determine that the bill is incorrect, we will correct the bill.

If we determine that the bill is correct, you may request to have your meter tested. We may request that you pay in advance the reasonable costs for testing the meter. If you do not pay for the testing of your meter 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 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; and
- pay any interest owing in accordance with the Regulatory Requirements.

If 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 undercharged amount. If you request it, we will agree to 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.

#### 14. What is a Security Deposit?

You agree we may require you to pay a Security Deposit or provide some other form of credit support to us at any time where:

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

We will only use a Security Deposit to recover amounts due in respect of charges related to the sale and supply of energy or connection services arranged by us 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 Deposit must be in the form of a bank cheque, cleared funds, bank guarantee or such other form that we may specify from time to time.

The amount we may specify will be either the sum of your previous two bills at the time the Security Deposit is requested, or our estimate of your average consumption over two Billing Periods at the relevant tariff, whichever is greater.

You must replace within seven days any amount of the Security Deposit which has been used. We will continue to hold the Security Deposit while you continue to take supply from us, until you have paid four consecutive bills by the Due Date. After you

cease to take supply from us, or after the expiry or termination of this Agreement, whichever occurs last, we will refund to you any amount of the Security Deposit not used. No interest will be payable to you by us at any time or in any circumstances in respect of the Security Deposit.

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

We will provide you, upon request, copies of, or information about, previous bills issued by us to you, within a reasonable time of receiving the request.

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

- the Billing Period occurred more than two years before the date of the request; or
- copies or information have been provided under this clause within the previous 12 months.

We will provide copies of bills, or billing information to any other person with your written consent or where permitted by the Regulatory Requirements.

Please note that our Customer Charter contains a statement of your rights under the Regulatory Requirements in respect of bills and charges.

#### 16. Does Origin need to access my premises?

You agree to give us (and our representatives and your Distributor) safe, convenient and unhindered access to the meter at the Supply Address to read it and for connection, disconnection and reconnection purposes. Subject to the following paragraph, we will read your meter at least once every 6 months during the term of this Agreement.

If we, or someone acting on our behalf, is unable to obtain access to the meter to read it, we will ask you to choose either:

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

If you do not give us (or our representatives or the Distributor) safe, convenient and unhindered access to the meter and we estimate your energy 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.

### **17. What happens if I move address during this Agreement?**

If you intend to vacate the Supply Address, you must give us at least 3 Business Days notice in the case of gas, and 72 hours notice in the case of electricity, that you wish to discontinue your energy supply. This notice must include the date when you intend to vacate, and a forwarding address where we can send a final bill. Your obligation to pay us for energy consumed at your Supply Address continues until and terminates with effect from 3 Business Days in the case of gas, and 72 hours in the case of electricity, from the date of your notice to us, or the date you vacate the Supply Address - whichever occurs last.

If you do not provide notice to us of your intention to vacate the Supply Address within the required time period, you will be liable for all charges in relation to the energy sale and supply to your Supply Address, or for Green Products that relate to the quantity of energy consumed at your Supply Address, until the first of:

- 3 Business Days in the case of gas, or 72 hours in the case of electricity, after we receive the required notice; or
- the energy supply is discontinued or transferred; or
- we enter into a new supply arrangement in relation to the Supply Address.

### **18. What happens if a Last Resort Event occurs?**

If a Last Resort Event occurs, you authorise us to transfer you as a customer to another supplier and to take any other action to implement or arrange last resort supply arrangements. This Agreement will terminate on the transfer of you as a customer to another supplier under last resort supply arrangements.

We may provide information concerning you to another supplier, the relevant Minister or the administrator of any retail market business scheme of which we or the retailer of last resort concerned is a member for the purpose of implementing last resort supply arrangements.

We are not entitled to be paid any compensation or other payment by you in respect of such transfer, including the cost incurred by us in relation to the transfer.

If we agree with the retailer of last resort to arrange for the collection of energy charges and notify you in writing, you must pay us for any energy supplied and any other related goods or services supplied to you by the retailer of last resort. You do not have to pay us this amount if you have already paid this to the retailer of last resort or you have entered into a customer supply agreement with the retailer of last resort or another supplier under which you have to pay this amount.

# Agreement Annexure for Queensland Customers

Effective March 2011

## 1. What is the Cooling Off period?

You have the right to cancel the Agreement without penalty at any time within 10 Business Days. The cooling off period will start on and include the day after you receive the Disclosure Statement and the Agreement.

Your right to cancel the Agreement within this period is not affected by any affirmation of the Agreement that you may have made, for example, by signing the Agreement.

If you wish to cancel the Agreement, you must provide us with written notice that clearly indicates your intention to cancel the Agreement.

This notice may be given to us in one of the following ways:

- *in person*: 339 Coronation Drive, Milton, Queensland, Australia, 4064

- *by post*: PO Box 16012, Collins Street West, Victoria, 8007
- *by fax*: 1800 688 834; or
- *by e-mail*: enquiry@originenergy.com.au

or you may notify us by calling us on 1300 726 133 to advise us of the cancellation.

If you send a written cancellation notice by post, fax or email, we will be deemed to have received it on the day it was sent. We will keep a copy of your written cancellation notice for a period of two years to answer any future questions.

Your right to a cooling off period does not affect any other rights you have in law or in equity in relation to the Agreement or our conduct.

In this clause, Disclosure Statement means the written disclosure statement provided to you by us in accordance with our Regulatory Requirements.

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

On request, we will review any bill. We will inform you of the outcome of the review within 20 Business Days. When we are reviewing your bill, you must pay by the Due Date the portion of that bill that is not in dispute or an amount equal to the average amount of your bills in the previous 12 months (whichever is greater) and any future bills that become due.

You may request to have your meter tested during the review. We may request that you pay in advance any distribution non-network charge levied for testing the meter. If you do not pay for the testing of your meter 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 (or set this off against any amount of the bill that is still outstanding) and you are not liable to pay the cost of testing.

If the bill is correct, you must pay the amount of the bill which is outstanding.

If the bill is incorrect, we will correct the bill.

If you were undercharged, we may recover from you any amount you have been undercharged. Where you have been undercharged as a result of our error, we will only recover the amount undercharged in the 12 months prior to the date we notify you of the undercharging. We will 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 undercharged amount. If you request it, we will agree to a payment plan allowing you to pay the undercharged amount in agreed instalments:

- if the undercharging occurred over a period of less than 12 months, over a period equal to the period in which the undercharging occurred; or
- in any other case, 12 months.

If you have been overcharged as a result of our error, we will inform you no later than 10 Business Days after becoming aware of the overcharging. We will not pay you interest for overcharged amounts. If you have already paid the overcharged amount, we will credit the amount to your next bill unless you reasonably request otherwise. If you are no longer our customer, we will use our best endeavours to pay the amount to you within 10 Business Days.

If you have been overcharged otherwise than as a result of our act or omission (or an act or omission of the distributor), we are only required to credit or pay you the amount you were overcharged in the 12 months before the error was discovered. We will not pay you interest for the overcharged amount.

### **3. What happens if I move address during this Agreement?**

If you intend to move from your Supply Address, you must give us prior notice of at least 5 Business Days (10 Business Days for rural customers) that you wish to discontinue your energy supply. This notice must set out the date that you intend to vacate, and give us a forwarding address where we can send you a final bill.

When we receive the notice, we will use our best endeavours to arrange for the meter to be read at a date and time agreed with you (or as soon as possible after that date if you do not provide access to your meter on that date or time) and send a final bill to your forwarding address.

If you do not provide the required notice, or if you do not provide safe access to your meter, you will be responsible for all energy purchased at the Supply Address, or for Green Products that relate to the quantity of energy consumed at your Supply Address, until the earlier of:

- us becoming aware that you have vacated your Supply Address and reading your meter; or
- you giving us the required notice and proving safe access to your meter; or
- someone else commencing to purchase energy from us or another retailer for that Supply Address.

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# 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**

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