

Thank you for
choosing us



origin

Welcome

Small Customer Charter

Effective March 2011

Together we can
make a difference.™

Small Customer Charter

Gas & Electricity

Our commitment to you

This Charter is a summary of your rights, entitlements and obligations under the applicable codes and regulations which apply in your state for retail energy supply to small customers (referred to in this Charter as the regulatory requirements).

We aim to ensure that we comply with all relevant regulatory requirements, which include:

- for customers in Victoria (**VIC**) - the Electricity Industry Act 2000, Gas Industry Act 2001, Energy Retail Code and Electricity Industry Guideline No. 13 on Greenhouse Gas Disclosure on Electricity Customers' Bills, issued by the Victorian Essential Services Commission.
- for customers in Queensland (**QLD**) - the Electricity Act 1994, Electricity Regulation 2006, Electricity Industry Code 2007, Gas Supply Act 2003, Gas Supply Regulation 2007 and Gas Industry Code in Queensland.
- for customers in South Australian (**SA**) - the Electricity Act 1996, Electricity (General) Regulations 1997, Gas Act 1997, Gas Regulations 1997 and Energy Retail Code, issued by the Essential Services Commission of South Australia.
- for customers in New South Wales (**NSW**) - the Gas Supply Act 1996 and the Electricity Supply Act 1995, and the Gas and Electricity Supply Regulations 2001.

We are also required to comply with a range of additional laws and regulations including the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988 and applicable marketing rules.

It's important that you understand what our obligations are to you under the regulatory requirements in your state and our agreement with you for the supply of energy, and what your obligations are to us.

If you are a NSW electricity customer, this Charter incorporates a statement of your rights in respect of bills and charges which we're required to give you under the regulatory requirements in NSW.

If you would like a copy of the relevant code or regulations which apply in your state, or any further information regarding the regulatory requirements, please contact us.

What's the difference between an energy retailer and a network distributor?

We are your energy retailer. Think of us as 'front of house'. We're responsible for arranging connection of electricity and/or gas to your premises, your bills and customer service. We're also here to look after all your energy needs, disconnections and reconnections when you move, and keeping you informed of any energy sale issues. Network distributors are like the engine room. They maintain and operate the infrastructure, such as the poles, wires and gas pipes, that delivers the gas and/or electricity to your premises. They are responsible for quality of supply and handling faults. However, in South Australia, we also have obligations to you relating to the quality, safety and reliability of gas supplied to you. We also have an obligation to provide you with information in relation to your gas supply generally.

Under retail competition if you select a retailer other than us, your network distributors will stay the same unless you are moving into another network distributor's service area. As your energy retailer, we must forward relevant details about you to the network distributors after receiving your application or request for connection to arrange for the delivery of energy to your supply address.

What makes up my agreement with you for the sale of energy?

The type of agreement that you have with us is determined by whether you have entered into a market agreement with us, or you have a non-market agreement with us (either because you have elected to do so or because that agreement has been deemed by the regulatory requirements in your state to be in place between us). Set out below is a brief description of each of the types of agreements:

Market agreement: You may have expressly accepted an offer from us to enter into a market agreement, in which case the terms, conditions, charges and period of your agreement will be set out in that market agreement. Your market agreement will comprise your market agreement terms, your agreement schedule and the terms of any specific energy plan which you have elected to enter into as part of your market agreement with us.

Non-market agreements: The regulatory requirements in each state require us to offer, or sell energy under, various nonmarket agreements. These non-market agreements have different names under the regulatory requirements of each state. If you are:

- a **NSW** gas customer in most locations in Albury, Jindera and Moama areas and Murray Valley Towns can elect to be supplied under our standard form customer supply contract (as published from time to time in a newspaper circulating in your area and on our website). If you are a NSW electricity or

gas customer who has moved into a supply address in NSW for which we were the energy retailer immediately before you moved in and you haven't entered into an energy agreement with us or another retailer, your consumption of energy will be governed by a new occupant supply arrangement which the regulatory requirements deem to be in place between us until you enter into another form of agreement with us (or another retailer). In NSW the form of agreement we use for our NSW new occupant supply arrangement customers is our market agreement (the terms of which appear on our website **originenergy.com.au**) and our charges for selling to you under that agreement in these circumstances will be no higher than permitted by the regulatory requirements.

- a **VIC** gas or electricity customer you can accept our standing offer for supply addresses in your area (as gazetted from time to time). You will be deemed to be taking energy under a default contract on the terms of our applicable standing offer if you take energy at a supply address for which we are the responsible energy retailer without having entered into a different agreement with us or another retailer. Our applicable standing offer will also be deemed to apply to you by the regulatory requirements if you were an electricity franchise customer with us at your current address before 1 January 2001 or a gas franchise customer with us at your current address before September 2001, and you continue to consume energy at the same supply address without entering into a agreement (with us or another retailer).
- a **SA** gas or electricity customer you can elect to be supplied under our standard terms and conditions for supply (as gazetted from time to time). If you're residing at a supply address for which we are the responsible retailer and you don't have an agreement in place with us or another retailer, you'll be deemed by the regulatory requirements to be supplied under these standard terms and conditions.
- a **QLD** gas or electricity customer who is residing at a supply address for which we are the responsible retailer and you don't have an agreement in place with us or another retailer, you'll be deemed by the regulatory requirements to be supplied under our standard retail contract prescribed by the regulatory requirements in Queensland.

It's important that you understand what our obligations are to you under the Privacy Act and our agreement with you for the sale of energy, and what your obligations are to us. For that reason this Charter also refers to rights and obligations under the Privacy Act as well as key terms of our agreement with you in relation to agreement variations and situations in which the agreement may be transferred.

Can you vary my agreement's terms and conditions?

We will only vary your agreement where we are not prohibited from doing so by a regulatory requirement. If you are on a market agreement, you have consented to our varying the agreement by our writing to you notifying you of a variation - you can end the agreement within 28 days if you don't agree to that variation. We can also vary any agreement at any time in accordance with your agreement terms, or if we reasonably consider the variation is required as a consequence of changes to the regulatory requirements.

If you are covered by a non-market agreement, the circumstances in which your agreement can be varied will be determined by the regulatory requirements in your state.

What can I expect from you?

We are dedicated to giving you the best possible service. Our service to you will meet all regulatory requirements applicable in your state. In some states, service standard obligations are specified in the applicable regulatory requirements or are required to be set out in your agreement with us.

What sort of information do I need to give you?

When you make an application for gas or electricity supply, we have to ask you to give us certain information before we can sell you, and arrange for the supply to your premises of, gas and/or electricity. Required information may include acceptable identification and contact details and, if you are requesting to connect to a rental property, contact details of the property owner or relevant agent. Information regarding your credit background may also be required. It's important that this information is accurate and that you let us know if anything changes, such as your postal address or the way you're using your premises. Please also let us know of any special circumstances such as if a person residing at the supply address requires life support equipment.

Your agreement may specify that you consent to us conducting a credit assessment of you and using any information we are permitted by law to use to establish your creditworthiness and that you agree that we may exchange permitted credit information about you with credit reporting agencies and other credit providers in certain circumstances. Please refer to your agreement for details.

Why do you need access to my premises?

Your network distributor needs safe, easy access to the meter(s) on your premises. This allows us to provide you with accurate accounts based on actual meter readings. Please ensure that locked gates, dogs or other obstructions do not prevent access to your meter. As well as meter readings, you must allow your network distributor to do repair work or connect or disconnect supply.

What prices apply to me?

If you are on a market agreement the charges you are required to pay will be set out in your agreement (including the agreement schedule and your energy plan (if any)) or passed through from third parties as contemplated under the agreement. We may vary these charges (including the amount, nature and structure of any of the charges) by notice to you (except in certain circumstances where your energy plan may restrict us from varying certain parts of these charges during the term of the energy plan).

If you are on a non-market agreement with us, information regarding the prices that apply to you is available on our website, www.originenergy.com.au. Prices may be varied from time to time with approval of the regulator or as otherwise provided under the regulatory requirements in your state.

In NSW no price variation will operate retrospectively.

How can I pay?

We will provide you with a range of options for you to pay your bill including in person, by mail and by direct debit arrangement (with your express informed consent). We will also accept payment in advance at your request.

Will I have to provide a security deposit?

Depending on your creditworthiness we may require you to pay us a security deposit (sometimes called a refundable advance) where permitted to do so under the regulatory requirements. In doing so we will conform to any regulatory requirements (including in respect of the circumstances in which the security deposit will be repaid to you and any use of such deposit).

How often should I receive my bill?

Your gas bill should arrive at least once every 3 months (every 2 months in VIC) and your electricity bill at least once every 3 months, and may be every month unless you have a different arrangement with us. We may change the billing period by notice to you. Your bill will be issued to your supply address, unless you nominate another address. The other address nominated may be an electronic address, for example, we may issue a bill via email or on-line via a secure website.

When would I be placed on a shortened bill collection cycle?

We cannot place you on a shortened bill collection cycle if your premises are located in NSW. If your premises are located in VIC, SA or QLD, we could place you on a shortened bill collection cycle, following notice to you, after you've received reminder notices for 3 consecutive bills, or 2 consecutive disconnection warnings.

If you pay 3 consecutive bills by the pay-by date, we will return you to the billing cycle you were on previously.

How is my bill calculated?

Unless you have requested that we do otherwise, your bill will generally be based on your actual meter reading but may in some circumstances be based on an estimated, substituted reading, or historical billing or metering data or average consumption in accordance with the regulatory requirements.

What is an estimated reading?

If safe and easy access to the meter(s) on your premises is not obtained or in certain other circumstances an estimated reading will be made, based on previous usage patterns, in accordance with the regulatory requirements and your agreement. If you have been overcharged it will be credited on your next actual meter reading bill.

For customers in NSW we must provide you with an option to pay an amount determined after access to the meter has been obtained and in VIC you can request that we replace an estimated bill with a bill based on an actual reading of your meter and we will do our best to comply, however you may be charged an additional fee for this.

What sort of information will be included on my bill?

Your bill will include all information required under the regulatory requirements applicable in your state which may include:

- the price you pay for your gas or electricity and other services (listed separately according to the service);
- the period covered by the bill;
- the amount of gas or electricity consumed (and whether this is based on your actual meter reading or an estimate or in Victoria, as required by the regulatory requirements if you have a smart meter);
- the total amount payable (including any credit received or deducted or any relevant payment plan detail) and the date you need to pay by (due date) which will be at least 12 business days from the date the bill was issued (except in relation to the sale of gas in QLD where this date is 14 calendar days), unless you have a different agreement or the regulatory requirements provide for a different number of days;
- a list of payment options;
- contact numbers for enquiries and information for language assistance and contact numbers for your network distributor to report faults, emergencies and events of force majeure;

- a graph of your premises' greenhouse gas emissions;
- information about average daily consumption over the period, where the information is available and required by the regulatory requirements;
- a graph/information showing consumption or estimated consumption for the relevant period (as required by the regulatory requirements) and a comparison for the same period the previous year, where the information is available and required by the regulatory requirements; and
- any price changes applicable to you. If you are a NSW customer and request us to do so, we will identify in the bill those components of the charges which are network service charges or the amount of security held by us.

If you have any concerns or questions regarding the information on your bill, please contact us on **13 24 61**.

Can I request old copies of my bills?

Upon your request, we will send you free of charge the billing information relevant to your supply address for the previous 2 years (or for the period you have been our customer, if that is less than 2 years). If you wish to obtain billing information for more than 2 years, or if copies have been provided within the previous 12 months, a charge may apply. In NSW we can only provide copies of bills or billing information to a person other than you if you consent to our doing so (except that we don't need your consent to provide consumption information for the purposes of customer registration, customer transfer and wholesale settlement of payments or any other purpose where we're required to do so) We will provide you with the following on your request if your supply address is in NSW:

- information about the current status of your bill or account;
- information about meter readings and meter registrations connected with a bill.

This information will be provided for free except that we may charge you for our reasonable costs of collecting and releasing information that relates to meter registration on a half-hourly basis.

Can I request that my bill is reviewed?

We will review your bill at your request. We will inform you of the outcome of our review as quickly as possible (and in QLD electricity and SA, within 20 business days). However during the review, you may be required to pay either any amount not in dispute or an amount equal to the average of your bills over the previous 12 months, as well as any future bills that are properly due. If the bill is correct you must pay the unpaid amount. You can request a meter test, for which you may be

charged if the meter is found to be compliant (and you may be required to pay in advance in some states). If the bill is incorrect we will adjust and correct your account as described below. Advice of our complaint handling/dispute resolution process will also be provided in accordance with any applicable regulatory requirements, including your right to refer any unresolved complaint to the applicable Ombudsman in your state.

What if I've been overcharged?

If you have been overcharged, we will contact you as soon as we become aware of the problem. We will either credit the amount on your next bill or pay you, according to your instructions and in accordance with the regulatory requirements in your state. In NSW, if you have paid the overcharged amount, we will pay you interest on the amount overcharged to the extent required by law. In QLD, if you have paid in full an electricity bill which included an overcharged amount, you may be eligible for a Guaranteed Service Level rebate in accordance with the relevant regulatory requirements.

What if I've been undercharged?

If you have been undercharged, we may include the extra amount on your next bill and note that there has been an adjustment, or issue a special bill with an explanation of the amount. If you were undercharged as a result of an act or omission by us or the network distributor (or in any case in NSW), we will only seek to recover the amount undercharged for the last 12 months (9 months in VIC for most circumstances), and if you request it, we will offer you extra time to pay in accordance with the regulatory requirements. We will not charge you interest on the amount.

What happens if I pay my bill late?

If you have not paid your bill by the due date, we may send you a reminder or overdue notice that the bill is passed the due date and give you a further due date. Electricity customers permitted by the regulatory requirements to be on a shortened bill collection cycle will not receive a reminder notice; the next notice after the due date for a bill will be a disconnection warning. If you pay your bill late we may charge you a late payment fee if not prohibited from doing so by the regulatory requirements.

What if I can't make a payment?

If you're having difficulty paying your bill, please contact us on **13 24 61** as soon as possible. We can offer you a scheduled instalment payment plan that takes into account your financial situation and we may also be able to provide you with relevant information regarding government concessions, grants and rebates, energy efficiency and the availability of financial counsellors or other assistance.

When could you disconnect my gas and/or electricity?

Disconnection is a term used when the energy supply at a premises is cut off. If you have not paid your bill by the due date and have not made alternative arrangements, such as an instalment plan, your energy supply could be disconnected. Any disconnection must follow the rules in the regulatory requirements that are applicable in your state and can only occur where permitted by the regulatory requirements. We will always follow the correct procedures, including trying to contact you first and providing you with notice where required in accordance with the regulatory requirements. We are required to send you a disconnection notice prior to any disconnection for non-payment. Additional circumstances when you may be disconnected vary depending on the type of agreement we have with you and the regulatory requirements which apply.

Further circumstances where disconnection may be permitted include when:

- you ask us to disconnect;
- you have not made the payments required on a payment arrangement or instalment plan;
- you haven't provided us with acceptable identification when requested;
- you have not let us read your gas or electricity meter for three consecutive bills;
- you refuse to pay a required security deposit; and
- you use gas and/or electricity illegally.

Your energy supply will not be disconnected:

- where you have advised us that a person residing at the supply address is dependent on certain life support equipment (or in VIC is registered as a medical exemption supply address);
- where you have made an application for payment under an instalment plan or for certain types of Government assistance, grants or concessions, and a decision on your application has not yet been made;
- where you have an outstanding complaint with the Ombudsman (or other external dispute resolution body) directly related to the non-payment of a bill or disconnection and the matter has not yet been determined;
- where the only charge not paid relates to goods/services other than for the supply or sale of energy (QLD (electricity), VIC and SA);
- where you have failed to pay a bill which is less than the amount specified in regulations in your state and you have agreed to repay the amount (VIC, QLD and SA);

- after 3pm on a business day (or after 2pm for residential customers in VIC);
- on a Friday, a weekend, a public holiday or the day before a public holiday; and
- between 20 December and 31 December (inclusive) (QLD electricity).

If your account has been disconnected for up to 10 business days, it may be final billed. Your network distributor may need to temporarily disconnect your energy supply from time to time for maintenance, for safety reasons or in emergency situations. A contact number for faults and disruptions will be included on your bill. In SA in the case of an unplanned interruption, a 24 hour telephone service will be provided so that you can ascertain details of the interruption and we will give you 4 business days notice for any planned interruption.

If I am disconnected, when will my energy supply be reconnected?

Your energy supply will be reconnected on your request if the reason for your disconnection is resolved and any additional charges for reconnection have been paid.

In VIC, NSW and non-rural/regional SA:

- if you request reconnection before 3pm (or 4pm for SA electricity customers) on a business day we will arrange for reconnection on the day of the request; and
- if you request reconnection after 3pm (or 4pm for SA electricity customers) on a business day (and in SA and VIC provided the call is made before 9pm) we will arrange for reconnection on the same day provided you agree to pay an after hours reconnection fee or otherwise by the end of the following business day.

In Victoria, if you have a smart meter a shorter timeframe may apply.

If you are a SA electricity customer in a remote or rural area, we will only be able to use our best endeavours to arrange same day reconnection.

In QLD reconnection is the responsibility of the distributor. However same day reconnection may be available if you contact us before midday on a business day.

What happens if I move?

Simply give us 3 business days notice (in QLD 5 business days or 10 for electricity customers in certain rural areas) prior to the day you're planning to leave (or such shorter period as permitted by the regulatory requirements). We'll also need safe access for the final meter reading.

- **Moving in** - if your new supply address has the energy supply already connected, simply call on a business day for us to organise an initial meter read and reconnection. Connections

are not done on a weekend or a public holiday. We will let you know of any applicable connection fees or any further information we need from you when you contact us.

- **Moving in** - new connections - if your new supply address is not already connected to the distribution network we will work with your distributor to determine the availability of supply and to organise a new connection to your address. To commence this process simply call us on **13 24 63**. New connections can take some time. So we recommend you contact us as soon as you are aware a new connection is required.
- **Moving out disconnections** - the final reading and disconnection are not done on Friday (for SA), weekends, public holiday or for SA, the day before a public holiday. You will also need to provide a forwarding address for your final bill.

If you don't give us 3 business days prior notice (5 in QLD or 10 for electricity customers in certain rural areas) (or such shorter period as permitted by the regulatory requirements), you may be responsible for supply and sale of gas and/or electricity until the earlier of:

- the end of 3 business days (in QLD 5 business days or 10 for electricity customers in certain rural areas, in NSW 72 hours for electricity) after we become aware of your desire that supply be discontinued (or such shorter period as permitted by the regulatory requirements);
- when a new customer has opened an account at the premises (with us or another retailer);
- when the supply of energy is disconnected; and
- if you are a VIC customer and are evicted from the supply address - as soon as you give us notice.

What if I want to cancel my agreement?

If you want to cancel your agreement or any energy plan which forms part of your agreement with us (and you're not vacating your premises) you must give us notice, as set out in the regulatory requirements or agreed in your agreement. In some cases, you may be able to cancel your agreement immediately without giving prior notice and subject to the terms of your agreement, for example if you are under a deemed, default or standard form customer supply contract or standard terms and conditions in VIC, NSW and SA (as applicable).

You should check your agreement (including the energy plan) and relevant details to see if it has a fixed term. If you're ending a fixed term agreement or an energy plan (with an energy plan period) before the agreed end date, an early termination fee may apply provided that it is not prohibited by the regulatory requirements. The amount and application of any such fee will be set out in your agreement (or relevant energy plan) with us. Please refer to the

full terms and conditions of your agreement for further details, or contact us if you would like more information.

Can you end our agreement?

Under the regulatory requirements we cannot generally end our agreement with you unless:

- your supply address has been disconnected in accordance with the regulatory requirements and you are no longer entitled to reconnection; or
- you have entered into a new agreement with us or have transferred to another retailer.

What happens when a fixed term agreement ends or is about to end?

If you have a fixed term agreement we will contact you before the end of the fixed term to tell you:

- that the fixed term is due to expire and when the expiry will occur;
- about the tariff, charges and terms and conditions which will apply if you do not exercise another option; and
- about other options available to you regarding the supply and sale of energy at your supply address.

If the date for the agreement ending passes without you having entered into a new agreement with us, or you have not transferred to another retailer, we will continue to sell to you under the terms and conditions notified to you prior to the end of the term of your agreement.

Do I have a 'cooling off' period?

Your agreement may be subject to a 10 business day cooling-off period. If so, the terms of your agreement will set out how you can exercise this right.

Can the Agreement be transferred?

In respect of market agreements, you cannot assign, transfer or novate the agreement without our consent. We can assign, transfer or novate a market agreement, or transfer 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. Non-market agreements may only be assigned, transferred or novated in accordance with the regulatory requirements.

What if I have a complaint?

- If you have a complaint or any concerns, please call us on **13 24 61** and our customer service consultants will aim to resolve your concerns as soon as possible. • If it's not possible to do this on your initial call, we'll pass your complaint on for internal review.
- If you're not satisfied with the outcome of this internal review please ask for the complaint to be escalated to a higher level within our management structure.
- If you're still not satisfied with the outcome, you can contact the energy ombudsman or equivalent in your state:

NSW: 1800 246 545

VIC: 1800 500 509

SA: 1800 665 565

QLD: 1800 662 837

Is my privacy protected?

We collect your personal information and confidential information (including metering data) where it is required under the regulatory requirements because without it we can't provide you with energy and related products and services under our 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 originenergy.com.au.

Product and service offers.

We are committed to providing you with a complete energy service, so we may present you with gas, electricity, Green Products and other household or business service offers in the future (including after your Agreement with us ends).

If at any time you do not wish us to use, or enable our privacy compliant agents and contractors to use, your information for this purpose, please call **13 24 63** or write to **Origin Energy Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001**. We will continue to provide you with these offers until you advise us otherwise.

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How to contact us

originenergy.com.au

Energy offer enquiries **13 24 63**

Billing enquiries **13 24 61**

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

Email **enquiry@originenergy.com.au**

Postal Addresses

PO Box 1199, Adelaide SA 5001

PO Box 4398, Melbourne VIC 3001

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

Interpreter Service **13 14 50**

خدمة الترجمة الهاتفية للغات غير الإنكليزية.

Servicio Telefónico de Intérpretes para otros idiomas.

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

Dịch vụ thông dịch qua điện thoại cho những ngôn ngữ khác không phải tiếng Anh.

Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。

For a Large Print Copy of this Charter please contact us
on **13 24 61**.

We can also give residential and business customers, on
request, advice on the use of energy and how to be energy
efficient, please contact us on **13 24 61**.

Together we can make a difference.™

For more information visit

originenergy.com.au

or call **13 24 63**

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