Standing Agreement

Natural Gas

WESTERN AUSTRALIA

This agreement is commonly referred to as a standard form contract in Western Australia

Thanks for choosing us

October 2026

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1 About this Agreement

This Agreement is a standing contract and covers the sale of natural gas to you at your Supply Address. If we're your retailer for more than one of these products, then you have a separate agreement with us for each. If we're your retailer at more than one Supply Address, then you have a separate agreement with us for each Supply Address. Each agreement we have with you includes these Agreement Terms and the Details section.

2 How this Agreement applies to you

This Agreement applies to Small Use Customers and Other Customers.

If you're a Small Use Customer, additional regulatory protections apply to you. Whether you're a Small Use Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you're a Small Use Customer if you use less than 1TJ of natural gas per year.

If you're not a Small Use Customer, we may still supply you under this Agreement but the additional regulatory protections we refer to in the previous paragraph do not apply to you. In this Agreement we call you an Other Customer. Where we treat Small Use Customers and Other Customers differently we've explained this throughout this Agreement.

Your Distributor determines whether you're a Small Use Customer. It's your responsibility to tell us if the amount of gas you use changes significantly. This is because you may change from being a Small Use Customer to an Other Customer or vice-versa.

3 When this Agreement starts and ends

This Agreement starts on the Acceptance Date and continues for 1 year unless you or we end it earlier under clauses 4 or 21. If this Agreement has not ended then at the end of each 1 year period, it will automatically continue for a further year.

We will start to sell you gas and other products on the Supply Start Date which will either be:

- the date your Supply Address transfers to us (for more details of the transfer process and why it may be after the Acceptance Date see clause 4); or
- the date your Supply Address is connected to the distribution system (see clause 5 for more details); or
- another date we agree with you.

If you have another agreement with us for gas at the Supply Address, it and all associated benefits will end on the Supply Start Date.

4 The transfer process

If we're not currently your retailer for your Supply Address, we'll arrange for your Supply Address to transfer to us from your current retailer in accordance with the retail market rules. You agree to us taking all necessary steps to do so.

We may stop the transfer and cancel this Agreement before the transfer is completed:

- where the transfer doesn't occur within 3 months of the Acceptance Date;
- where you don't meet our credit requirements;
- where any information in the Details section is incorrect; or
- for any other reason as long as it is not unreasonable to do so.

If we do so, we'll let you know and we may offer you an alternative agreement.

5 Connecting your Supply Address

If your Supply Address is not connected to the distribution system at the time this Agreement starts, we must arrange for the Distributor to connect it. For Small Use Customers, we must make the request to the Distributor:

- the same day you ask us to, so long as you make the request before 3pm on a Business Day, or as otherwise agreed with you; or
- no later than the next Business Day after you ask us to, if your request was received after 3pm or on a Saturday, Sunday or Public Holiday, or as otherwise agreed with you;

so long as:

- there is adequate gas supply available at the required volume and pressure at the boundary of your Supply Address;
- the equipment at your Supply Address complies with the Regulatory Requirements; and
- for existing connections, the meter at your Supply Address is available for use by us where necessary.

You will also need to do the following to be connected:

- enter into this agreement and provide acceptable identification as required by us;
- agree to pay us all relevant fees and charges;
- provide us with contact details for billing purposes;

- if you are renting the Supply Address, provide us with contact details for the owner or the owner's agent;
- if we ask you to, satisfy us that necessary safe, convenient and unhindered access to your Supply Address, meter and Gas Installation is available;
- if we ask you to, provide us with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- if we ask you to, provide us with a Security Deposit or enter into a payment arrangement (see clause 7 for more details);
- not have an outstanding debt relating to the supply of natural gas or any other form of gas supplied by us to you at a previous supply address (other than a debt the subject of a dispute, or for which you've made repayment arrangements);
- for new connections, if we ask you to, provide us with the notice of installation or completion of Gas Installation work from a gas installer;
- for new connections, if we ask you to, provide us with estimated gas usage information.

The Distributor will connect your Supply Address only in accordance with the Regulatory Requirements.

6 Your creditworthiness

Our credit reporting policy sets out how we collect, use and disclose your credit related information. This includes:

- how we determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so; and
- when we disclose your personal information to a credit reporting agency or third party.

You can find our credit reporting policy at **originenergy.com.au/privacy**.

7 Security Deposits

Depending on your creditworthiness we may ask you to pay us a Security Deposit and you must pay it to us. However, if you are a Residential Customer, we will not ask you to pay a Security Deposit to us.

If you're a Small Use Customer, we must pay you interest on the Security Deposit at the Bank Bill Swap Rate and that interest will accrue daily and be capitalised every 90 days unless paid.

If you are a Small Use Customer we can only ask you to pay us a Security Deposit if:

- you owe us money in relation to the sale and supply of gas to any supply address and the bill is not currently under review by us or the subject of a dispute before the gas industry ombudsman;
- you have fraudulently acquired or intentionally used gas otherwise than in accordance with the Regulatory Requirements within the past 2 years;
- we consider you have an unsatisfactory credit history or an unsatisfactory history of paying for gas supplied; or
- you are a Business Customer and you have no history of paying for gas supplied or have an unsatisfactory record in doing so.

If you are a Small Use Customer and we decide you have an unsatisfactory credit history or an unsatisfactory history of paying for gas supplied, we will tell you of our decision and the reasons for our decision.

If you are a Small Use Customer, you must provide us with permission to investigate your credit history and any information you hold about your credit history, if we ask you.

If you are a Small Use Customer and we ask you to provide a Security Deposit, the amount of the Security Deposit will be no more than 37.5% of our estimate of your bills over a 12 month period based on your Billing Data or, if we do not have enough Billing Data, the average consumption of gas by a comparable customer over a comparable 12 month period.

We may use your Security Deposit in full or partial satisfaction of amounts you owe us under this Agreement only if:

- we disconnect supply for non-payment of a bill and you no longer have a right to reconnection under this Agreement; or
- any amount owed by you relates to a final bill issued to you.

If you are a Small Use Customer and you fail to provide a Security Deposit, in whole or in part, we may, arrange for disconnection for your gas supply (subject to clause 17 and the conditions of our trading licence) or refuse to reconnect supply.

If you are a Small Use Customer and we ask you to pay a Security Deposit, we will, within 10 Business Days of using your Security Deposit or any interest to offset amounts owed to us:

- provide you with a written statement of how your Security Deposit was used; and
- repay you the balance of the Security Deposit (if any).

If we no longer need your Security Deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, through our standard processes to refund account credits.

If you are a Small Use Customer and we ask you to pay a Security Deposit, we will repay you, in accordance with your reasonable instructions, the amount of your Security Deposit, including any interest accrued, within 10 Business Days after:

- you make 2 years of payments by the Due Date specified in your bills;
- you leave your Supply Address;
- we disconnect your gas supply at your Supply Address at your request; or
- you transfer to another retailer.

If you are a Small Use Customer and we ask you to pay a Security Deposit but you do not provide reasonable instructions for the repayment of the Security Deposit (and any accrued interest), we will:

- credit the amount to be repaid to your next bill if you have made 2 years of payments by the Due Date specified in your bills; or
- credit the amount to be repaid to your final bill if you have left your Supply Address, transferred to another retailer, or we have disconnected your gas supply at your Supply Address at your request.

We must keep any Security Deposit in a separate trust account and separately identify the Security Deposit in our accounting records.

8 What you have to pay

You must pay us the Charges. The Charges include:

- Amounts for the sale and supply of gas described below:
  - **Supply charges** – daily charges, regardless of how much gas you use. These charges are published by us on our website. The current charges are set out in your Details section.
  - **Energy usage charges** – charges based on the amount of gas you use. These charges are published by us on our website. The current charges are set out in your Details section.
  - **Distributor charges** - any amounts that your Distributor charges us for services provided at your Supply Address and which are not already incorporated into the supply or energy usage charges, including a disconnection fee, connection fee and special meter reading fee. Your Distributor sets these amounts. You can find out more at **originenergy.com.au/additionalcharges**.
  - **Taxes** - any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply energy and other goods and services to you.
- The fees described below. If these fees apply they'll be set out in your Details section or explained to you before you incur them.
  - **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date.
  - **Account establishment fee** – a fee for transferring your gas supply to us from another retailer or setting up your account with us for the first time.
  - **Payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet or via PostBillPay.
  - **Paper bill fee** – a fee for receiving a bill in the mail, except if you are receiving a concession, experiencing Financial Hardship or are a Vulnerable Customer.

In some circumstances you must also pay us the other amounts described below.

- Any reasonable costs that we incur for arranging network and connection services for you. We'll let you know these amounts before we arrange the services.

- If you breach this Agreement or the Regulatory Requirements, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee).
- Any fees or additional costs we incur if your payment is dishonoured or reversed.
- Any other amounts referred to in this Agreement.

If you are a Small Use Customer, the supply charge and energy usage charges are:

- no more than the maximum amount permitted by the *Energy Coordination (Gas Tariffs) Regulations 2000* (WA); and
- either residential or non-residential charges. You must pay the residential Charges if you are a Residential Customer and the non-residential Charges if you are not.

If you are a Small Use Customer, we will give you notice of the Charges and fees, and publish on our website.

9 Changes to the Charges

We can vary the amount, nature and structure of any of the Charges at any time by notice to you. We will give you notice of any change to the Charges or fees that affects you.
The notice of variation may be by a message on your bill.
We'll notify you no later than your next bill after the variation.

If you are a Small Use Customer, we will also give notice of any variation to the Charges by publishing the new charges on our website.

If the Charges change during a Billing Period then we'll calculate your bill for that period on a proportionate basis and we may use average usage data over a Billing Period (or other period depending on availability of meter data) to do so, unless the Regulatory Requirements require otherwise.

10 Billing

We'll send your bill to the address you choose. This can be an email address or other electronic address (such as on-line via a secure website). If you don't choose an address or we can't contact you at that address (e.g. your bill is returned to us), we may send the bill to the Supply Address and you'll be deemed to have received it.

Your energy usage charges will be based on the amount of gas you use during a Billing Period. That use will be determined in accordance with the Regulatory Requirements, generally by the Distributor measuring the amount of gas used by reading the meter at your Supply Address, or by estimating your usage.

Your bill will show your gas usage in units which are calculated by applying the heating value (which is the amount of energy in the gas) to the amount of gas you used. If applicable, your gas usage may be determined by measuring gas from a master meter and then using other measurement devices to determine your individual usage.

Your Distributor will read your meter as often as needed to bill you based on your usage, and in any event, at least once every 12 months. If we cannot base your bill on a meter reading then we may base your bill on your estimated usage determined by:

- your reading of the meter;
- your prior billing history with us;
- where you do not have a prior billing history with us, the average usage of natural gas at the relevant tariff, the average usage for the type of Gas Installation, or the average usage at your Supply Address.

We may base your bill on your estimated usage if:

- your meter can't be read due to your action or that of a third party, or due to weather conditions, an industrial dispute or other reasons beyond our control;
- you are moving out of your Supply Address and need a final bill immediately;
- access to your meter is denied for safety reasons;
- the meter or ancillary equipment has recorded usage incorrectly;
- the meter has been tampered with or bypassed; or
- you are moving into your Supply Address and no meter reading was carried out on the day the previous customer left the Supply Address. In this case we will estimate the amount of gas used by you and the previous customer and try to fairly allocate the charges between you.

If your bill is based on an estimate of your usage and we later have a measurement of your actual usage;

- if you're a Small Use Customer we will adjust a subsequent bill for the difference; and
- if you're an Other Customer we may adjust a subsequent bill for the difference if this is reasonable in the circumstances.

If we have based your bill on your estimated usage because your meter can't be read because of your failure to provide access, and you then ask us to replace the estimated bill with a bill based on a reading of your meter, then so long as you allow access to your meter and pay

any reasonable charge we request, we will use our best endeavours to do so.

The Billing Period will be at least every 105 days.

11 Payment

You must pay each bill in full by the Due Date or make payments in accordance with your instalment plan. You can pay your bill:

- over the counter in person at a third party retailer or outlet specified on your bill; or
- by mail; or
- by any of the other options listed on your bill.

If you want to pay your bill in advance or have your bill redirected, just ask us.

If you can't pay by the Due Date or are experiencing Payment Problems or Financial Hardship, let us know as soon as possible. We have a range of payment plans that might help and, if you're a Residential Customer we may also be able to give you extra time to pay. We may also be able to give you information about and refer you to government support if you're a Residential Customer (see clause 14 for more details).

If you don't pay by the Due Date (unless you've requested a review of the bill) we may do one or more of the following:

- apply any Security Deposit (see clause 7 for more details);
- disconnect your gas supply (see clauses 17 - 19 for more details);
- ask a debt collection agency to obtain the payment from you; or
- sell the rights to the unpaid amount to a third party who may seek to collect it from you.

We may also rely on any other rights we have under this Agreement.

We won't start legal proceedings against you for the unpaid amount if:

- you have entered into an instalment plan for the amount and are complying with that plan; or
- you are a Residential Customer and have informed us that you are experiencing Payment Problems or Financial Hardship, unless or until we have assessed whether you are and, if so, offered you assistance (see clause 14 for more details).

If you are a Business Customer or an Other Customer we may charge you interest on a late payment to cover the costs or losses we incur as a result of the late payment, but

only if we don't charge a late payment fee or we are not fully compensated for our costs and losses through the late payment fee.

If you have more than one agreement with us, we may deduct from and set-off against amounts paid or payable under this Agreement (including after this Agreement has ended), any amounts paid or payable under another of your agreements with us.

12 Contents of your bill

Your bill will include:

- your usage, or estimated usage;
- the number of days covered by the bill;
- your Charges;
- the start and end date of the billing period;
- your meter or property number;
- the amount due;
- the Due Date;
- a summary of the payment methods and instalment payment options available;
- your Supply Address;
- your name and account number;
- a statement that the late payment fee may apply for payments after the Due Date;
- the average daily usage and cost;
- the amount of arrears or credit;
- details of any Security Deposit you have provided;
- the amount of any other charge and details of the service provided;
- if you're a Residential Customer, a reference to any concessions available to you and any Government concessions that may be available;
- the telephone number for billing and payment enquiries;
- a 24 hour contact telephone number for faults and emergencies;
- that you may ask to have your meter tested so long as, if we ask you to, you first pay the fee for doing so and that the fee will be refunded if the meter is not found to be working accurately;

- the availability of interpreter services; and
- a telephone number to contact if you are experiencing financial difficulties.

If you are a Small Use Customer and we include any other amounts on your bill for other goods or services provided to you, then unless you agree otherwise, we will separately itemise those amounts on your bill and include a description of the goods and services. We will apply payments as directed by you, or if you do not give us any direction:

- to the Charges and fees set out in clause 8 before applying any payment to the amounts for other goods or services; or
- if the goods or services include electricity, equally to the amounts referred to above and to the amounts for electricity before applying any payment to any other goods or services.

13 Reviewing your bill

Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect discount or meter type, please let us know as soon as you can. Alternatively, if you'd like us to review your bill, just ask – again, be sure to do so as soon as you can. We'll let you know the result in accordance with our standard complaints procedures (see clause 34 for more details). While your bill is being reviewed, you'll still need to pay any amount we ask you to (in accordance with the Regulatory Requirements) by the Due Date. You must also pay any future bills by the Due Date.

You can ask to have your meter tested as part of the review. We may ask you to pay the cost of the meter test before we arrange it. For Small Use Customers, if the test finds that the meter or meter data is faulty or incorrect we'll refund any amount you've paid for the test (or set this off against any outstanding amount on your bill).

If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review.

Unless one of the exceptions below applies, if you're undercharged (which includes not being charged), you'll only have to pay the amounts that should have been charged in the twelve months before we notify you of the undercharge. The exceptions are:

- for Other Customers, in which case we can recover all amounts undercharged so long as it is not unreasonable to do so; or

- if the undercharging is not because of our error, defect or default or that of your Distributor (including where your meter is found to be defective or your tariff is changed due to incorrect information provided by you), in which case we can recover all amounts undercharged and may also charge you interest to cover costs or losses we incur as a result of the undercharging as long as it is not prohibited by the Regulatory Requirements.

If you ask us to and we have the data, we will give you your Billing Data. If you request Billing Data:

- for a period less than the previous two years and no more than once a year; or
- in relation to a dispute with us,

  we will not charge you for providing the data. Otherwise we may ask you to pay a reasonable charge.

14 Payment Problems and Financial Hardship

This clause only applies to Residential Customers.

If you let us know that you are experiencing Financial Hardship or Payment Problems, then within 5 Business Days we will assess whether you are experiencing Financial Hardship.

If the assessment indicates that you are experiencing Financial Hardship or Payment Problems, we will offer you alternative payment arrangements, which will include, at the minimum:

- additional time to pay a bill; and
- an payment plan with no fees or interest.

If you are experiencing Financial Hardship, we will offer you a payment plan and also advise you of:

- the right to have a bill redirected at no charge to a different address;
- payment methods available to you;
- available concessions and how to access them;
- different types of tariffs available to you;
- independent financial counselling services and relevant consumer representatives available to assist you; and
- the availability of any other financial assistance we offer and how to access this.

However, if you have had 2 instalment plans cancelled due to non-payment in the last 12 months then we will not offer you another instalment plan unless we are satisfied that you will comply with it.

15 Your obligations

Title and risk in the gas supplied under this Agreement will pass to you at the point of connection between the distribution system and your Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;
- any other contact details you give us are correct;
- you tell us promptly if you become aware of any change that materially affects access to your meter or other equipment involved in providing the metering services at your Supply Address; and
- you let us know if any information you've given us changes.

You must give us and other relevant people (including your Distributor and Meter Service Provider) safe, convenient, unrestricted and easy access to the Supply Address, Gas Installation, distribution system and the meter at the Supply Address for purposes relevant to the sale and supply of gas, including:

- to read, install, inspect, test, repair, maintain, alter or replace a meter;
- to connect, disconnect or reconnect gas supply at the Supply Address; or
- for the purposes of any inspection authorised by law.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the Gas Installation at your Supply Address is in good condition and not damaged or interfered with in any way;
- allow only appropriately qualified and accredited people to carry out any work in connection with that gas infrastructure;
- not tamper with or bypass your meter, or allow anyone else to do so; and
- not interfere with, disconnect, displace, remove or replace or damage the meter or the distribution system, or allow anyone else to do so.

You acknowledge that the meter is owned by a third party (generally your Distributor, Meter Service Provider or us) and title will not pass to you at any time.

16 Your distributor and your gas supply

We're a gas retailer and have no control over the physical supply of gas. Where we refer to supplying you with gas or connecting your Supply Address, this means we'll arrange for your Distributor to do so.

Your Distributor is responsible for the physical supply of gas (including the quality and reliability of the gas supplied) and the connection of your Supply Address. This means that:

- we're not responsible for the safety, quality, continuity, reliability or pressure of your gas supply; and
- to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

The quality, continuity, reliability and pressure of your gas supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitation of the distribution system and acts of other persons (such as your Distributor).

Accordingly, your gas supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:

- if required by your Distributor or another person;
- if required by your Meter Service Provider or Distributor in order to install, maintain, repair or replace a meter;
- in an emergency or for safety reasons;
- due to a failure in the equipment used to supply your gas;
- for inspections, maintenance or testing;
- at the direction or request of a regulatory body; or
- if there is not enough gas available to supply to you.

We'll try to keep you informed if this happens, and we will follow any notice requirements set out in the Regulatory Requirements.

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

Your Distributor is responsible for providing, installing and maintaining equipment needed to supply gas to your Supply Address, in accordance with the Regulatory Requirements. Your Metering Service Provider will provide, install and maintain metering and necessary ancillary equipment at a location at your Supply Address suitable to them in accordance with the Regulatory Requirements, but taking into account your preferences if made known to it.

Where your Distributor intends to undertake inspections, repairs, testing or maintenance of the distribution system at your Supply Address they'll give you notice of this, except in an emergency, where they suspect you're using gas illegally or for routine meter replacements. Unless you agree to a shorter period, the notice period will be:

- 4 days for planned maintenance at your Supply Address or on the distribution system, or such longer period specified by the Regulatory Requirements; and
- for any other work, at least 24 hours or such longer period specified by the Regulatory Requirements.

17 When you could be disconnected

If you have given us up to date contact details, we'll give you notice before we disconnect you. If you're a Small Use Customer, we'll also follow any procedures set out in the Regulatory Requirements. A fee may apply for disconnection.

We may arrange for disconnection of your gas supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements or we say we won't in clause 18:

- if you ask us to;
- if you're a Small Use Customer and you fail to pay Charges or other amounts on your bill related to the supply of gas by the Due Date;
- if you're an Other Customer and you fail to pay any Charges or other amounts on your bill by the Due Date;
- if your meter has not been able to be read for the purposes of issuing three consecutive bills due to a lack of access to the Supply Address. We can only arrange for disconnection in this instance if we have:
    - given you a chance to offer reasonable alternative access arrangements; and
    - on at least one occasion that your Supply Address could not be accessed, given you 5 Business Days' written notice of a date on which, or a timeframe during which, the meter will be read and requested access to the meter at that time; and
    - used our best endeavours to contact you and given you 5 Business Days' notice of our intention to arrange for disconnection;
- if you've refused to provide a Security Deposit, in whole or in part, so long as we give you not less than 5 Business Days' notice of our intention to do so;

- if you've obtained supply other than in accordance with the Regulatory Requirements;
- if you haven't agreed to an instalment plan or other payment option when we have required you to do so;
- if you haven't paid in accordance with an agreed instalment plan or other payment option;
- in an emergency;
- for health and safety reasons, so long as, except in an emergency or where there is a need to reduce the risk of fire or where required by the Regulatory Requirements:
  - we give you written notice of the reasons;
  - we've given you 5 Business Days to remove the reason (where you are able to do so); and
  - at the end of the 5 Business Days we give you another 5 Business Days' notice of our intention to disconnect you.

18 When you won't be disconnected if you are a Small Use Customer

If you are a Small Use Customer we will not arrange for disconnection of your gas supply in the following circumstances:

- for health reasons where you have:
  - given us a written statement from a medical practitioner to the effect that supply is necessary in order to protect the health of a person who lives at your Supply Address; and
  - you have entered into arrangements acceptable to us in relation to payment for gas supplied;
- where the amount outstanding is less than an average bill over the last 12 months and you have agreed with us to repay the amount;
- if you have made a complaint which remains unresolved and the complaint is directly related to the reason for the proposed disconnection;
- where you have made an application for a government concession or grant and the application has not been decided. However this clause does not apply to applications for gas concessions as these are made through your electricity retailer;
- where you have failed to pay an amount on a bill which does not relate to the supply charge, energy usage charge or

other charges contemplated by the Regulatory Requirements;

- after 3pm on a weekday; or
- on a Friday, a weekend, a public holiday or the day before a public holiday.

However, we may arrange for disconnection of your gas supply in the above situations if:

- required by the Regulatory Requirements;
- you ask us to;
- for health or safety reasons;
- in an emergency;
- due to a planned interruption; or
- if gas has been used illegally at your Supply Address.

19 What we'll do before we disconnect if you are a Small Use Customer

If you are a Small Use Customer and have not paid your bill (including where you have not agreed to or not adhered to an instalment plan or other payment option), before we disconnect you we will:

- give you a written reminder notice not less than 14 Business Days after the date on which the bill was issued, telling you that your payment is overdue and requiring you to pay by a specified date (at least 20 Business Days after the date on which the bill was issued);
- if you do not pay by that date, give you a written disconnection warning notice not less than 22 Business Days after the date on which the bill was issued, telling you that you will be disconnected unless you pay by a specified date (at least 10 Business Days after the date the disconnection warning was given);
- if you are a Residential Customer:
  - offer you an instalment plan or other alternative payment option (if we have not already done so); and
  - give you information about government concessions;
- if you are a Business Customer, offer you an extension of time to pay;
- use our best endeavours to contact you; and
- not disconnect you until at least 1 Business Day after the date we say we will do so in the disconnection warning notice.

If we offer you an instalment plan or other alternative payment option as contemplated above, we will not disconnect you if you accept our offer, unless, after doing so you do not take any reasonable action towards settling the debt within the time specified in the offer.

See clause 14 for more details of assistance that may be available to you if you are experiencing Payment Problems or Financial Hardship.

20 Reconnection

If your gas supply has been disconnected, you must not reconnect it at your meter without our permission.

If you ask us to, we must reconnect your gas supply if:

- within 10 Business Days after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment;
- within 10 Business Days after disconnection for denial of access to a meter, you provide access to the meter;
- within 10 Business Days after disconnection for illegal use of gas, you stop using gas illegally and pay for the gas used or make an arrangement with us to do so;
- within 10 Business Days after disconnection for refusal to pay a Security Deposit, you pay the Security Deposit; or
- within 20 Business Days after disconnection in an emergency situation or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified.

Before we reconnect you, you must pay us any reconnection fee or agree an instalment plan for that fee with us.

If you are entitled to be reconnected and you request reconnection:

- before 3pm on a Business Day, we will use our best endeavours to get the Distributor to reconnect you on the day of the request;
- after 3pm on a Business Day, we will ask the Distributor to reconnect you as soon as possible on the next Business Day;
- after 3pm on a Business Day but before the close of normal business and you agree to pay any after hours reconnection charge, we will ask the Distributor to reconnect you on the day of the request. However, the Distributor may not be able to fulfil your request unless it is needed for health or emergency reasons.

21 Ending this Agreement

We can end this Agreement:

- by giving you 20 Business Days notice;
- if you become insolvent, go into liquidation or commit an act of bankruptcy; or
- if you commit a substantial breach of this Agreement.

You can end this Agreement by:

- transferring your gas supply at your Supply Address to another retailer. This Agreement will end when your Supply Address transfers to the other retailer;
- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- entering into a new agreement with us for gas at the Supply Address. This Agreement will end when supply under the new agreement starts or, if the new agreement has a cooling off period, when that cooling off period ends; or
- in the circumstances described in clause 23 (where you move out of your Supply Address); or
- giving us not less than 5 days notice that you wish to end this Agreement. This Agreement will end on the day you request.

This Agreement will also end:

- 10 Business Days after you've been disconnected, if you don't have a right to be reconnected;
- where another person starts being supplied with gas at the Supply Address with us or with another retailer; or
- if we're no longer entitled to sell gas due to a Last Resort Event.

22 What happens when this Agreement ends

If this Agreement ends:

- we may continue to sell you gas on the same terms as the terms of this Agreement until you enter into a new agreement with us or transfer your Supply Address to a new energy retailer;
- we may arrange for a final meter reading and for disconnection on the day on which this Agreement ends;
- we may issue you with a final bill;
- we may, subject to the Regulatory Requirements, charge you a fee for the final meter reading, disconnection and final bill;

- your meter and the distribution system at your Supply Address may be removed at any time after the day on which this Agreement ends and you must allow safe and unrestricted access to your Supply Address for this purpose; and
- if you wish us to supply you with gas again, you must enter into a new agreement with us.

This clause and the provisions of this Agreement about privacy, liability, notices, governing law and payment will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

23 What happens if you move

If you're moving your Supply Address, you need to give us at least 5 days notice. You'll also need to give us an address where we can send your final bill. We'll arrange for your meter to be read at the time agreed with you (or as soon as possible after if your meter can't be accessed then).

If you move this Agreement will end from the date you do so.

You'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until the later of the date you move or 5 days from the date you notify us that you're moving, unless you can demonstrate to us that you were forced to vacate the Supply Address earlier (for example you were evicted). However, you will not have to pay us the Charges or any other amounts payable under this Agreement from the date someone else becomes responsible to pay those amounts under a new agreement with us.

If you don't tell us that you're moving or you don't provide access to your meter, you'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until:

- we find out that you've moved and your meter has been read;
- you tell us you're moving and your meter is read;
- the gas supply is disconnected or transferred to another retailer; or
- we enter into a new agreement in relation to the Supply Address, whether with you or someone else.

24 Changing this Agreement

We can vary this Agreement without your consent. Any variation to this Agreement will be approved by the Economic Regulation Authority. We will publish the amended Agreement as required by the Regulatory Requirements. If you do not accept the change to the Agreement you can terminate the Agreement as provided for in this Agreement (see clause 21 for more details).

25 Events beyond your or our control

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligations under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.

The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- give the other person prompt notice, including any information required by the Regulatory Requirements.

If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

26 How this Agreement works with the Regulatory Requirements

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 this Agreement and a Regulatory Requirement, then the Regulatory Requirement will prevail to the extent of the inconsistency.

27 Liability

Subject to the Regulatory Requirements:

- we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except for Small Use Customers to the extent that we cause that damage or loss because we breach this Agreement or are negligent;
- if you're an Other Customer we're not liable to you for any Excluded Loss;
- you are not liable to us for Excluded Loss, except if you are an Other Customer in which case you are liable to us for any Excluded Loss we incur or suffer pursuant to an indemnity we give your Distributor which arises from your act or omission;
- we're not liable to you for any loss or damage in connection with or arising out of any act or omission of the Distributor;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence; and
- you indemnify us and any third party against any liability in connection with or arising out of the use of gas supplied under this Agreement after ownership passes to you; and
- if you are an Other Customer, you indemnify us against any liability we incur or suffer (including Excluded Loss) in connection with or arising from any act or omission by you to the extent we have indemnified your Distributor for that liability.

If you're a Small Use Customer or a Residential Customer, nothing in this clause 27 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

This Agreement does not vary or exclude the operation of section 58 of the *Energy Operators (Powers) Act 1979* (WA).

28 Warranties and rights

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

29 What laws apply

The laws of Western Australia apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in Western Australia.

30 Your privacy

We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Regulatory Requirements and in order to provide you with gas and offer you other products and services. We may disclose this information to:

- our agents and contractors (such as mail houses, data processors and debt collectors);
- your Distributor; and
- other energy retailers,

for these purposes and more broadly in connection with this Agreement. We may disclose this information to our Related Bodies Corporate for any reason.

We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).

If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

We may also disclose your information to and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

We will comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles in relation to your personal information. In particular, we will keep your personal information confidential and secure and only disclose it as set out in this Agreement and our privacy policy. Our detailed privacy policy includes more details about the steps we take to keep your information confidential.

It and our credit reporting statements are available at **www.originenergy.com.au/privacy**. Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a free of charge paper copy of our privacy policy or credit reporting statement.

31 Marketing

From time to time we and our Related Bodies Corporate will let you know about other products and offers, even after this Agreement ends. If at any time you decide you don't want to receive these offers, please let us know. You can do so in My Account (our online self serve portal) or write to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

32 Notices

Unless the Regulatory Requirements require notice to be given in a different way, we'll give you notice in writing:

- personally;
- by post, addressed to the address you nominate. We'll consider that you've received the notice on the second Business Day after we post it;
- by e-mail if you've provided us with an email address. We'll consider that you've received the email the day after we send it to the email address you provided;
- by fax if you've provided us with a fax address. We'll consider you've received the fax when our fax machine produces a report stating the fax was sent in full;
- by a message on your bill; or
- by sending you an electronic message (e.g. email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (e.g. our website). We'll only do this if it's reasonable in the circumstances and not prohibited by the Regulatory Requirements.

If you do not choose an address for notices or we can't contact you at that address (e.g. the notice is returned to us), we may send the notice to the Supply Address and you'll be deemed to have received it.

33 Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures (including the Australian Standard on Complaints Handling (AS 10002:2022) which you can find at **www.originenergy.com.au**. Our website also includes detailed information about our complaints handling procedures and information about gas industry ombudsman scheme which we are a member of. You can also ask us to send you a copy as well as for more information about our complaints procedures and the gas industry ombudsman.

If you are not satisfied with the way your complaint has been resolved you may raise the complaint to a higher level within our management structure and if you're still not satisfied you may be entitled to contact the gas industry ombudsman.

We must also comply with the standards of service set out in Part 5 of the *Energy Coordination (Customer Contracts) Regulations 2004* (WA).

34 Assignment or novation

You may not assign, transfer or novate this Agreement without our consent.

Subject to the Regulatory Requirements, you agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer,

to any third party or any of our related bodies corporate. For example, we may do this as part of the transfer of a substantial number of our customers to a third party or part of the sale of our gas retail business. You'll be notified of any assignment, transfer or novation.

35 More information

If you would like any of the further information below, just ask us:

- a copy of the *Energy Coordination (Customer Contracts) Regulations 2004* (WA);
- a copy of the *Gas Marketing Code of Conduct 2022* (WA) (which we must comply with) and information about the scope of this code;
- a copy of the *Compendium of Gas Customer Licence Obligations* (WA);
- information about the Charges and fees payable under

this Agreement, including alternative tariffs that may be available to you;

- information about service levels that may apply to you;
- information about energy efficiency;
- Billing Data;
- contact details for obtaining information about financial counselling services or your eligibility for Government assistance programs; or
- general information about our gas customer safety awareness program.

36 Meaning of terms in this Agreement

Acceptance Date means the date specified in the Details section, or if no date is specified, the date you sign the Details section or you accept this Agreement over the phone or on-line.

Agreement means the Details section and the Agreement Terms.

Agreement Terms means the terms and conditions in this document.

Bank Bill Swap Rate has the meaning given in the *Energy Coordination (Customer Contracts) Regulations 2004* (WA).

Billing Data means information in or relating to bills we've issued to you.

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

Business Customer means a Customer who is not a Residential Customer.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Charges means the charges and fees described or set out in this Agreement.

Customer means a Small Use Customer or an Other Customer.

Details section means the document entitled Details section provided to you with these Agreement Terms.

Distributor means the entity that is authorised or licensed to supply distribution services through the distribution system to which your Supply Address is connected.

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

Excluded Loss means:

- loss of profit, revenue or anticipated savings;
- loss or denial of opportunity;

- loss of access to markets;
- damage to credit rating or goodwill;
- financing costs;
- special, incidental or punitive damages; or
- any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

Financial Hardship has the meaning given in the *Compendium of Gas Customer Licence Obligations* (WA).

Force Majeure has the meaning given in clause 26.

Gas Installation means any appliance, pipes, fittings or other apparatus installed or to be installed for or for purposes incidental to the conveyance, control, supply or use of gas at the Supply Address, but does not include the distribution system.

Impacted Person means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

Last Resort Event means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.

Meter Service Provider means any person who provides services on our or your Distributor's behalf in relation to:

- the meter, including to read, install, inspect, test, repair, maintain, alter or replace it;
- processing meter data and providing it to us and other third parties who need it in connection with your energy supply; and
- energy supply, such as disconnection or reconnection of your energy supply.

Other Customer means a Customer who is not a Small Use Customer (see clause 2 for more details).

Payment Problems has the meaning given in the *Compendium of Gas Customer Licence Obligations* (WA).

Public Holiday means a public holiday in Western Australia.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of gas to your Supply Address. These include the *Competition and*

Consumer Act 2010 (Cth), *the Privacy Act 1988* (Cth), the *Energy Coordination Act 1994* (WA), the *Energy Coordination (Customer Contracts) Regulations 2004* (WA), the *Compendium of Gas Customer Licence Obligations* (WA), the *Gas Marketing Code of Conduct 2022* (WA) and the *Energy Coordination (Gas Tariffs) Regulations 2000* (WA).

Related Bodies Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Residential Customer means a Customer who purchases gas predominantly for personal, domestic or household use.

Security Deposit means an amount of money or other arrangement to provide security against you not paying a bill.

Small Use Customer has the meaning given in the *Energy Coordination Act 1994 (WA).*

Supply Address means the premises specified as the supply address in the Details section.

Supply Start Date means the supply start date set out in the Details section or otherwise notified to you.

Vulnerable Customer has the meaning given in the *Compendium of Gas Customer Licence Obligations* (WA).

We and **Us** means Origin Energy Retail Ltd (ABN 22 078 868 425). Our registered office is at Level 45, Australia Square, 264-278 George Street, Sydney NSW 2000.

37 Interpretation

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words "include" or "including" and any variation of those words must be read as if followed by the words "without limitation" and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

38 Our contact details

Postal address:

PO Box 1199, Adelaide SA 5001
PO Box 4398, Melbourne VIC 3001

Telephone numbers:

Energy offer enquiries: 13 24 61
Billing enquiries: 13 24 61

Email address: hello@originenergy.com.au

Web address: www.originenergy.com.au

How to contact us

Web	originenergy.com.au
Account enquiries	13 24 61
Moving home	13 MOVE (13 66 83)
Email	hello@origin.com.au
Postal address	PO Box 1199, Adelaide SA 5001
National Relay Service for hearing impaired customers	13 36 77
Interpreter Service	1300 137 427

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。

Large print copy	13 24 61

A large print copy of this document is available on request by calling us.

For more information visit
originenergy.com.au or call **13 24 61**

Origin Energy Retail Limited ABN 22 078 868 425 • Origin Energy (Vic) Pty Limited ABN 11 086 013 283 • Origin Energy Electricity Limited ABN 33 071 052 287 • Origin Energy LPG Limited ABN 77 000 508 369 • OC Energy Pty Ltd ABN 62 144 655 514 • WINconnect Pty Ltd ABN 71 112 175 710 • Sun Retail Pty Limited ABN 97 078 848 549 • Level 19 Festival Tower, Station Road, Adelaide SA 5000 • Tel 13 24 61 • Fax 1800 132 463 • Web queries originenergy.com.au/contactus

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