Agreement Terms

For the supply of Hot Water Services,
Metered Gas Services,
Unmetered Appliance Services
and Air Conditioning Services

NEW SOUTH WALES
SOUTH AUSTRALIA
QUEENSLAND
VICTORIA
NORTHERN TERRITORY
WESTERN AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY

Thanks for choosing us
October 2026

Thanks for choosing us

At Origin we're 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 **1800 684 993** and our Customer Service Advisors will be happy to answer them.

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1 About this Agreement

This Agreement covers the sale of Hot Water Services, Metered Gas Services, Unmetered Appliance Services and Air Conditioning Services to you at your Supply Address. If we sell you these Services 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 a separate Details section for each Service we provide to you.

2 How this Agreement applies to you

If we supply a Service to you we will provide you with a Details Section for that Service.

We will only provide you with Air Conditioning Services if we also provide you with Hot Water Services at your Supply Address.

If we sell you Metered Gas Services or Unmetered Appliance Services under this Agreement:

- additional regulatory protections apply to the sale of those services; and
- our agreement with you for those services is a market retail contract,

except if your Supply Address is in Western Australia.

The additional regulatory protections that apply to the sale of Metered Gas Services and Unmetered Appliance Services do not apply to the sale of other Services or if your Supply Address is in Western Australia.

Where we treat Metered Gas Services and Unmetered Appliance Services differently to other Services we've explained this throughout this Agreement.

3 When this Agreement starts and ends

This Agreement starts on the next Business Day after the Acceptance Date and continues until you or we end it. For information about how this Agreement can end see clause 14.

We will start to sell you Services on the Supply Start Date which will either be:

- for Metered Gas Services and Unmetered Appliance Services, the end of the cooling off period (except in Western Australia);
- the date your Supply Address is connected by us (or on our behalf); or
- another date we agree with you.

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

4 Cooling off period – Metered Gas Services and Unmetered Appliance Services only

If your agreement with us includes Metered Gas Services or Unmetered Appliance Services and your Supply Address is not in Western Australia, then you can cancel this Agreement in relation to those Services during the 10 Business Day cooling off period. The cooling off period starts from the later of the day after:

- the Acceptance Date; or
- you receive this Agreement and the customer disclosure statement provided to you with these Agreement Terms.

You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online. To cancel, call or email us.

5 Security deposits

Depending on your creditworthiness we may ask you to pay us a Security Deposit and you must pay it to us. For Metered Gas Services and Unmetered Appliance Services, we must pay you interest on the Security Deposit as required by the Regulatory Requirements (except in Western Australia). We may use your Security Deposit and any interest earned on it, to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know.

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.

6 What you have to pay

You must pay us the Charges. The Charges include:

(a) Amounts for the sale and supply of the Services described below:

(i) **Hot Water Services:**

- **Usage charges** – one or both of:
  - charges based on the amount of Hot Water Services you use; and
  - the minimum charge which covers our fixed costs.

These charges that apply to you are set out in your Details section.

- **Supply charges** – one or more charges which cover fixed costs, including the costs of supplying, maintaining and reading the meter. These charges may be described as one or more of a "supply charge" or "water meter fee" on your

bill. If they apply, these charges are set out in your Details section.

- **Cold water recovery charge** – a charge based on the volume of cold water supplied for the Hot Water Services you use, to recover the costs incurred by the Building Owner for supplying that cold water to the Central Water Heating System. If they apply, these charges are set out in your Details section.
- **Service fee** – a charge for Supply Addresses in Victoria which covers the costs of maintaining the Central Water Heating System. If this charge applies it is set out in your Details section.

(ii) **Unmetered Appliance Services:**

- **Unmetered Appliance Charge** – one or more flat charges per day for your usage of Unmetered Appliance Services. These charges may be described as one or more of "unmetered cooking gas charge", "cooker gas charge", "unmetered gas (cooktop)", "unmetered gas (heater)", "unmetered gas (barbeque (BBQ))" or "unmetered gas (mantle light)" on your bill. If they apply, these charges are set out in your Details section.

(iii) **Chilled Water Air Conditioning Services and VRV Air Conditioning Services:**

- **Usage charge** – a charge which is based on the amount of Air Conditioning Services you use at your Supply Address. For Chilled Water Air Conditioning Services, that amount is determined by the Air Conditioning Meter located at your Supply Address. For VRV Air Conditioning Services that amount is estimated by the Air Conditioning Power Apportionment System, as a proportion of the total VRV Air Conditioning Services used in the Building. This charge is set out in your Details section.
- **Supply charges** – one or more charges which cover fixed costs, including the costs of supplying, maintaining and reading the Air Conditioning Meter (for Chilled Water Air Conditioning) or the costs of operating the Air Conditioning Remote Reading System (for VRV Air Conditioning Services). These charges are set out in your Details section but on your bill they may be incorporated into the supply charge for Hot Water Services.

(iv) **Unmetered Air Conditioning Services**

- **Unmetered Air Conditioning Services Charge** – a flat charge per day for all of your usage of Unmetered Air Conditioning Services. This charge may be described as

"centralised air conditioning", "air conditioning charge" or "unmetered air conditioning charge" or similar on your bill. This charge is set out in your Details section.

(v) **Metered Gas Services**

- **Supply charges** – daily charges, regardless of how much energy you use.
- **Energy usage charges** – charges based on the amount of energy you use.
- **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, and may include a disconnection fee and a connection fee. Your Distributor sets these amounts. You can find out more at originenergy.com.au/additionalcharges.

(vi) **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 the Services to you.

(b) The fees described below (unless in the case of Metered Gas Services and Unmetered Appliance Services, we are prevented from charging these amounts by the Regulatory Requirements). 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. This fee does not apply if your Supply Address is in Victoria.
- **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.
- **Disconnection Fee** – a fee for us disconnecting your Services.
- **Reconnection Fee** – a fee for us reconnecting your Services.
- **Hot Water Move Out Fee** – a fee for carrying out a final meter reading when you end your Hot Water Service with us.

In some circumstances (unless in the case of Metered Gas Services and Unmetered Appliance Services, we are prevented from charging these amounts by the Regulatory Requirements) 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.

7 Changes to the Charges

Unless we are prevented from doing so by the Regulatory Requirements, we can vary the amount, nature and structure of any of the Charges at any time by notice to you.

As at the date of this Agreement, for Metered Gas Services and Unmetered Appliance Services in NSW, QLD, SA and ACT, under the Regulatory Requirements generally we can only increase a Charge once a year in July. However, we can increase the Charges in some circumstances including if the Distributor changes the distribution tariff applicable to the Supply Address.

The notice of variation may be by a message on your bill. For Hot Water Services, Unmetered Appliance Services in Western Australia and Air Conditioning Services we'll notify you as soon as practicable, and in advance of the variation.

Except in Western Australia and for the exclusions set out below, for Metered Gas Services and Unmetered Appliance Services:

- we will give you at least five Business Days written notice (or at least ten Business Days in Queensland) before an increase to the Charges will apply to you;
- in Victoria and Queensland, we will give you at least five Business Days written notice before a decrease to the Charges will apply to you; or
- otherwise, we'll notify you of any variation in writing as soon as practicable and no later than your next bill.

Despite the above, we must give you notice as soon as practicable and in any event no later than your next bill, where the variation to the tariffs and Charges are a direct result of certain tariff reassignments by the Distributor.

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 data over a Billing Period (or other period depending on the availability of data) to do so.

8 Billing

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

Where a Charge is based on the amount of Services you use during a Billing Period, that use will be determined by us reading a meter at your Supply Address (for the Hot Water Services, Chilled Water Air Conditioning Services and Metered Gas Services), reading the Air Conditioning Power Apportionment System (for VRV Air Conditioning Services) or by estimating your usage. If your bill is based on an estimate of your usage and we later have a measurement of your actual usage:

- we will adjust a subsequent bill for the difference between the estimate and your actual usage, except
- if your bill is based on an estimate because you fail to give us access to the meter for the Service. In this case we may charge you an additional fee if you ask for a bill based on your actual usage.

The Billing Period will be at least every 3 months or at least every 2 months in Victoria. We may change the Billing Period by notice to you.

For Air Conditioning Services you may receive bills from our Related Company, OC Energy Pty Ltd, acting as our agent.

9 Payment

You must pay each bill in full by the Due Date or make payments in accordance with your payment schedule or instalment plan. You can pay your bill by any of the options listed on your bill.

If you can't pay by the Due Date or are experiencing financial hardship, let us know as soon as possible. We have a range of payment plans that might help. We may also be able to give you information about government support.

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 5 for more details);
- disconnect your Services (see clause 13 for more details);
- ask a debt collection agency to obtain the payment from you;
- 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.

If you are a Business 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.

10 Reviewing your bill

Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect amount, 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 26 for more details). While your bill is being reviewed, by the Due Date you'll still need to pay:

- for Metered Gas Services and Unmetered Appliance Services (except in Western Australia) any amount we ask you to (in accordance with the Regulatory Requirements) (except in Western Australia); and
- for other Services, the greater of the undisputed amount or the average of the last three bills for those Services at your Supply Address.

You must also pay any future bills by the Due Date.

For Hot Water Services, Chilled Water Air Conditioning Services and Metered Gas Services 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. 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). For Metered Gas Services, if you're in Victoria or Queensland and the test shows the meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.

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.

If you're undercharged (which includes not being charged) for:

- Hot Water Services;
- Air Conditioning Services; or
- Metered Gas Services and Unmetered Appliance Services in Western Australia,

we can recover all amounts undercharged as long as it is not unreasonable to do so.

If you're undercharged (which includes not being charged) for Metered Gas Services and Unmetered Appliance Services in the following states or territories you'll only have to pay the amounts that should have been charged:

- if you are in Victoria, in the four months before we notify you of the undercharge; and
- if you are in New South Wales, South Australia, Queensland, the Northern Territory or the Australian Capital Territory, in the nine months before we notify you of the undercharge.

However, irrespective of the type of service or the state or territory, if the undercharging is because of your fault or unlawful act or omission, then 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.

11 Your obligations

You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- you have provided us with the correct name, Supply Address and contact details (including the address you choose for notices and billing) and that these are correctly set out in the Details section; and
- you let us know if any information you've given us changes.

You must give us and other relevant people, safe, convenient and easy access to:

- the Supply Address;
- for Hot Water Services, Chilled Water Air Conditioning Services and Metered Gas Services – the meter and meter reading equipment at the Supply Address; and
- for Air Conditioning Services – the shut-off valves at the Supply Address,

for purposes relevant to the sale and supply of the Services, including to:

- read, install, inspect, test, repair, maintain, alter or replace a meter; or
- connect, disconnect or reconnect the Services at the Supply Address.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the infrastructure used to supply the Services at your Supply Address is in good condition and not damaged or interfered with in any way (for example the Internal Gas System and Internal Hot Water System and Internal Air Conditioning System);

- allow only appropriately qualified and accredited people to carry out any work in connection with that 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:
  - any meter;
  - the gas distribution system;
  - the Internal Gas System, Internal Hot Water System or Internal Air Conditioning System; or
  - any equipment owned by us,

  or allow anyone else to do so.

You acknowledge that the hot water meter and Air Conditioning Meter, the Air Conditioning Remote Reading System, the Air Conditioning Power Apportionment System and the gas meter are generally owned by us, the Building Owner or a third party and title will not pass to you at any time.

For Metered Gas Services and Unmetered Appliance Services, title and risk in the gas supplied under this Agreement will pass to you at the point of connection between the Internal Gas System and your Supply Address.

12 Who is involved in supply of your Services

We're an energy retailer and we may also own and/or operate:

- the hot water metering equipment at your Building;
- the gas metering equipment at your Building;
- the air conditioning metering equipment at your Building; and
- the Central Water Heating System at your Building.

Where we refer to connecting your Supply Address, this means we will connect, or arrange the connection of, your Supply Address to:

- the Internal Gas System, for Metered Gas Services and Unmetered Appliance Services;
- the Internal Air Conditioning System, for Air Conditioning Services; and
- the Internal Hot Water System, for Hot Water Services.

These systems are owned and operated by the Building Owner.

Once your Supply Address is connected, the supply to your Supply Address of:

- Metered Gas Services and Unmetered Appliance Services relies on gas being supplied through the gas distribution system to

the Building and through the Internal Gas System to your Supply Address. We have no control over the physical supply of gas;

- Hot Water Services relies on cold water being supplied to the Central Water Heating System by the Building Owner and hot water being supplied through the Internal Hot Water System to your Supply Address. We have no control over the physical supply of cold water or hot water;
- Air Conditioning Services relies on chilled water or refrigerant being supplied through the Internal Air Conditioning System to your Supply Address, and airflow being produced by your individual air conditioning unit. We have no control over the physical supply of chilled water or refrigerant, or the generation of airflow. Furthermore, we are not responsible for providing, operating, maintaining or repairing the fan coil unit at your Supply Address;
- VRV Air Conditioning Services rely on the Air Conditioning Power Apportionment System and we have no control over the operation and maintenance of that system or the output of the data provided; and
- Chilled Water Air Conditioning Services rely on the Air Conditioning Meters and we have no control over the operation and maintenance of that system nor the output of the data provided.

For each Service your Distributor (if applicable) and the Building Owner are responsible for the physical supply of gas, chilled water, refrigerant and hot water to you (including the quality and reliability of the product supplied) and any necessary connection of the Building to the distribution system. This means that:

- we're not responsible for the safety, quality, continuity, reliability or pressure of your gas, chilled water, refrigerant or hot water 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, chilled water, refrigerant and hot water supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the Internal Gas System, Internal Air Conditioning System or Internal Hot Water System and the distribution system (if applicable) and acts of other persons (such as your Distributor or the Building Owner).

Your gas, chilled water, refrigerant or hot water supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:

- if required by the Building Owner, Distributor or another person;
- if required by us, your Building Owner, Distributor or another person 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, chilled water, refrigerant or hot water;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- if there is not enough gas, chilled water, refrigerant or hot water available to supply to you.

We'll try to keep you informed if this happens.

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

13 When you could be disconnected

If you have given us up to date contact details, we'll give you notice before we disconnect you. For Metered Gas Services and Unmetered Appliance Services, we'll also follow any procedures set out in the Regulatory Requirements (except in Western Australia). We may arrange for disconnection of a Service in the following circumstances, unless, for Metered Gas Services and Unmetered Appliance Services other than in Western Australia, we're prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you fail to pay any Charges or other amounts on your bill for that Service by the Due Date;
- if your meter for that Service has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you've refused to provide a Security Deposit for that Service;
- if you've used gas or a Service at the Supply Address fraudulently, or intentionally used it contrary to energy laws;
- if you haven't agreed to an instalment plan or other payment option for that Service when we have required you to do so;
- if you haven't paid in accordance with an agreed instalment plan or other payment option for that Service; or
- for Hot Water Services and Air Conditioning Services, if we need to do so in connection with the supply of Services to you or to undertake work on the Central Water Heating System or any meter.

Where we disconnect your Hot Water Services this may include stopping the supply of hot water to your Supply Address (but does not include stopping the supply of water to your Supply Address).

14 Ending this Agreement

We can end this Agreement for any or all Services by giving you 6 months' notice.

You can end this Agreement for all Services by:

- requesting us to disconnect all Services at your Supply Address. This Agreement will end 10 Business Days after disconnection;
- entering into a new agreement with us for all of the Services at the Supply Address. This Agreement will end when the new agreement starts; or
- in the circumstances described in clause 16 (where you move out of your Supply Address).

You can also end this Agreement for a Service by asking us to disconnect that Service. This Agreement will end for that Service 10 Business Days after disconnection.

This Agreement will also end:

- in respect of a Service, 10 Business Days after that Service has been disconnected, if you request us to disconnect the Service or you don't have a right to have that Service reconnected;
- in respect of all Services, where another person starts being supplied with any Services at the Supply Address with us;
- for Metered Gas Services and Unmetered Appliance Services, if we're no longer entitled to sell gas due to a Last Resort Event; or
- for Air Conditioning Services, automatically at the same time if this Agreement ends for Hot Water Services.

Where this Agreement ends in respect of one but not all Services, it will continue in full force and effect for the remaining Services (except for Air Conditioning Services, see above).

15 What happens when this Agreement ends

If this Agreement ends but you can continue to take Services from us, we will continue to sell you those Services on the same terms as the terms of this Agreement until you enter into a new agreement with us for those Services or someone else becomes responsible for those Services under a new agreement with us, and all of the provisions of this Agreement will survive this Agreement ending for this purpose.

After we cease selling you Services, the provisions of this Agreement about privacy, liability, notices, governing law, payment and Charges 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.

For Hot Water Services, Chilled Water Air Conditioning Services and Metered Gas Services, when this Agreement ends for those Services we may choose to disconnect and remove the meter at your Supply Address. You must allow us and our authorised representatives safe, convenient and unhindered access to the Supply Address or other location for this purpose.

16 What happens if you move

If you're moving from your Supply Address, you need to give us at least 3 Business Days' notice. You'll also need to give us an address where we can send your final bill. For Hot Water Services, Chilled Water Air Conditioning Services and Metered Gas Services, 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 for all Services 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 3 Business Days' from the date you notify us that you're moving.

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, if applicable, your meter has been read or, for VRV Air Conditioning Services, the Air Conditioning Power Apportionment System has been read;
- you tell us you're moving and, if applicable, your meter has been read or, for VRV Air Conditioning Services, the Air Conditioning Power Apportionment System has been read;
- the Services are disconnected; or
- the date you or someone else becomes responsible for the Services at the Supply Address under a new agreement with us.

17 Changing this Agreement

We can vary this Agreement where:

- we give you 20 Business Days' notice of the variation; and
- you accept the change by not terminating the Agreement during that period.

We may also vary this Agreement by notice to you if we need to so because the Regulatory Requirements change.

See clause 25 for details of how we'll give you notice.

18 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 as soon as practicable.

19 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 this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

20 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 to the extent that we cause that damage or loss because we breach this Agreement or are negligent, fraudulent or engage in wilful misconduct;

- you are not liable to us for Excluded Loss;
- we're not liable to you for Excluded Loss in connection with the supply of Hot Water Services, Air Conditioning Services, Metered Gas Services or Unmetered Appliance Services in Western Australia;
- we're not liable to you for any loss or damage in connection with or arising out of any act or omission of your Distributor or the Building Owner;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your material 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.

Except in Western Australia, for Metered Gas Services and Unmetered Appliance Services , nothing in this clause 20 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 315 of the Gas Supply Act 2003 (QLD), or section 856 of the Petroleum and Gas (Production and Safety) Act 2004 (QLD);
- sections 232 or 233 of the Gas Industry Act 2001 (Vic) or section 33 of the Gas Safety Act 1997 (Vic);
- section 58 of the Energy Operators (Powers) Act 1979 (WA); or
- section 316 of the National Energy Retail Law.

21 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.

22 What laws apply

The laws of the state or territory of your Supply Address apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

In some areas, your Supply Address may be located in one state but connected to a distribution system which is primarily located in another state. Where this is the case your Supply Address may be treated for some or all purposes as being in the state in which

the distribution system is primarily located. Please call us if this applies to you and you have any questions.

23 Your privacy and creditworthiness

We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) in order to provide you with Services and 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 Companies for any reason.

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).

Subject to the Regulatory Requirements, the data from your meter may be provided to your Building Owner for the purposes of apportioning the cold water charges incurred by the Building Owner in relation to the Central Water Heating System.

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.

Our credit reporting statement (which is our credit reporting policy) explains:

- how we determine your creditworthiness by doing a credit assessment of you;
- how we disclose credit information and when we disclose it to third parties including credit reporting bodies;
- how our disclosure may affect your creditworthiness; and
- how to access, correct or complain about our treatment of your credit information.

Our detailed privacy and credit reporting statements are available at **originenergy.com.au/privacy**. Please contact us to request a paper copy.

24 Marketing

From time to time we and our Related Companies 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.

25 Notices

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 (eg 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 (eg our website). We'll only do this if it's reasonable in the circumstances and is not prohibited by the Regulatory Requirements.

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

26 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 which you can find at **originenergy.com.au**. You can also ask us to send you a copy.

For Metered Gas Services and Unmetered Appliance Services in the Australian Capital Territory we'll acknowledge your complaint immediately or as soon as practicable, and respond to it within 20 Business Days. If we do not do either of these things, then you may, within 3 months, ask us to pay you a rebate of $20. To claim the rebate, just call us.

If you are not satisfied with the way your complaint has been resolved you may be entitled to contact the energy ombudsman in your state.

27 Assignment and 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, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation.

28 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 online.

Agreement means the Details section and the Agreement Terms.

Agreement Terms means the terms and conditions in this document.

Air Conditioning Meter means the meter installed to monitor the movement and temperature change in chilled water supplied to your apartment for Chilled Water Air Conditioning Services.

Air Conditioning Power Apportionment System means the system that monitors usage of VRV Air Conditioning Services and apportions usage amongst Supply Addresses in the Building.

Air Conditioning Remote Reading System means the system used to remotely read the Air Conditioning Power Apportionment System and the Air Conditioning Meter.

Air Conditioning Services means one of the following:

- Chilled Water Air Conditioning Services;
- VRV Air Conditioning Services; or
- Unmetered Air Conditioning Services,

each of which involves either the processing of chilled water or refrigerant used in the Internal Air Conditioning System for the purpose of air conditioning but does not include the supply of natural gas, water, LPG or electricity or the installation, maintenance or repair of pipes or other works which facilitate the supply of chilled water or refrigerant to your Supply Address.

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 the capital city of the State or Territory of your Supply Address.

Building means the building within which your Supply Address is situated.

Building Owner means the proprietor of the Building or the body corporate or owners corporation for the Building (as applicable).

Central Water Heating System means the hot water systems, apparatus and equipment, installed or to be installed at the premises where your Supply Address is located to generate hot water, but does not include the hot water meter.

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

Details section means a document entitled "Your Details" provided to you with these Agreement Terms. We provide you with a separate Details section for each Service we provide to you.

Distributor means the entity that is authorised or licensed to supply gas distribution services through the distribution system (but not the Internal Gas System) to which the Building 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).

Force Majeure has the meaning given in clause 18.

Hot Water Services means the heating of water by a Central Water Heating System and the supply, maintenance and reading of the hot water meter, but does not include the supply of natural gas, water, LPG or electricity or the installation, maintenance or repair of pipes or other works which facilitate the supply of water to and within your Supply Address.

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.

Internal Air Conditioning System means the air conditioning infrastructure within the Building that distributes chilled water or refrigerant through the Building and to which your Supply Address is connected, but does not include any air conditioning metering or power apportionment equipment at the Building.

Internal Hot Water System means the water infrastructure within the Building that distributes hot water through the Building to which your Supply Address is connected but does not include any hot water metering equipment at the Building.

Internal Gas System means the gas infrastructure within the Building that distributes gas through the Building and to which your Supply Address is connected, but does not include any gas metering equipment at the Building.

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.

Metered Gas Services means the supply of gas through a meter specifically for measuring gas usage at your Supply Address.

National Energy Retail Law means the law applying in:

- *South Australia*: under the National Energy Retail Law (South Australia) Act 2011.
- *New South Wales*: under the National Energy Retail Law (Adoption) Act 2012 (NSW).
- *Australian Capital Territory*: under the National Energy Retail Law (ACT) Act 2012.
- *Queensland*: under the National Energy Retail Law (Queensland) Act 2014.

National Energy Retail Rules means the rules made under the National Energy Retail Law.

Origin Company means us and any of our related bodies corporate (as defined in the Corporations Act 2001 (Cth)).

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of the Services to your Supply Address. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth). If the Services include Metered Gas Services and Unmetered Appliances Services, then in relation to these Services the Regulatory Requirements also include:

- N*ew South Wales, Queensland and South Australia*: the National Energy Retail Law and the National Energy Retail Rules.
- *Victoria*: the Gas Industry Act 2001 (Vic) and the Energy Retail Code of Practice.
- *Northern Territory*: the National Gas (Northern Territory) Act 1990 (NT) and the Consumer Affairs and Fair Trading Act 2008 (NT).

- *Australian Capital Territory*: the National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT) and the Consumer Protection Code.

Related Company means any company:

- which is an Origin Company;
- in which an Origin Company has an interest, such as a joint venture; or
- with whom an Origin Company has a commercial relationship.

Residential Customer means a customer who purchases services 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.

Services means Hot Water Services, Metered Gas Services, Unmetered Appliances Services and Air Conditioning Services we supply to you at your Supply Address and for which we provide you a Details section.

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.

Unmetered Appliance Services means the supply of unmetered gas for use in appliances including gas cooktops and BBQs.

We and Us means:

- For Hot Water Services:
  - Origin Energy Retail Limited (ABN 22 078 868 425);
- For Air Conditioning Services:
  - Origin Energy Retail Limited (ABN 22 078 868 425);
- For Metered Gas Services and Unmetered Appliance Services:
  - in all states except Victoria, New South Wales and ACT: Origin Energy Retail Limited (ABN 22 078 868 425);
  - in New South Wales and ACT: Origin Energy LPG Limited (ABN 77 000 508 369);
  - in Victoria – in and around Mildura: Origin Energy Retail Limited (ABN 22 078 868 425) and in all other areas Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283).
  - in WA: Origin Energy Electricity Limited (ABN 33 071 052 287).

29 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.

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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