SME Multiple Site Agreement Terms

Natural Gas

WESTERN AUSTRALIA

Thanks for choosing us

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1 About this Agreement

This Agreement is a market retail contract and covers the sale of natural gas to you at your Supply Addresses. If we're your retailer for more than one of these products, then you have a separate agreement with us for each.

This Agreement may apply to more than one Supply Address and may be extended under clause 6 to apply to other Supply Addresses from time to time. If we accept a request to add a Supply Address, this will be taken as a variation of this Agreement to include the Supply Address.

Each agreement we have with you includes these Agreement Terms, the Details section and your Energy Plan (if any).

2 How this Agreement applies to you

This Agreement applies to Small Customers, Aggregated Customers and Other Customers.

If you're a Small Customer, additional regulatory protections apply to you. Whether you're a Small Customer is determined by the Regulatory Requirements, or in the case of Aggregated Customers, your agreement to aggregation and your usage across all Supply Addresses. Currently, the Regulatory Requirements provide that you're a Small Customer if you use less than 1TJ of natural gas per year.

If you're not a Small 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.

Where we treat Small Customers, Aggregated Customers and Other Customers differently we've explained this throughout this Agreement.

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

If you stop being an Aggregated Customer (such as because your aggregate usage for the aggregated Supply Addresses falls below the Small Customer Threshold), we will treat you as a Small Customer at your Supply Addresses and the additional regulatory protections will apply to you.

3 When this Agreement starts and ends

This Agreement starts on the Acceptance Date and continues until you or we end it. For information about how this Agreement can end see clause 4, 5 and 22.

We will start to sell you gas and other products at a Supply Address on the Supply Start Date for that Supply Address which will either be:

- the end of the cooling off period;
- the date the Supply Address transfers to us (for more details of the transfer process and why it may be after the Acceptance Date see clause 5); or
- another date we agree with you.

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

4 Cooling off period

You can cancel this Agreement 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.

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 us or complete the cancellation notice provided to you with this Agreement and return it to us at the address set out on the notice.

5 The transfer process

If we're not currently your retailer for a Supply Address, we'll arrange for that 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 in relation to a Supply Address before the transfer is completed:

- where the transfer doesn't occur within three months of the date that a supply address becomes a Supply Address under this Agreement (see clause 6 for details);
- 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, in most cases, offer you an alternative agreement.

Alternatively, we may cancel your Energy Plan in relation to a Supply Address (without cancelling this Agreement) if the transfer doesn't occur within six months of the date a supply address becomes a Supply Address under this Agreement (see clause 6 for details).

We'll let you know if this happens.

6 How you can add a Supply Address?

If you want this Agreement to apply to a supply address, you or your agent on your behalf must follow the below processes.

- If you're a Builder either:
  - fax or email to us a completed Electrical Work Request Form or a Request for Service Form for electricity and natural gas respectively (referred to collectively as a Request Form); or
  - submit a CA Application.
- If you're not a Builder, you must fax or email to us a completed Roll-in Form.

Where the Request Form or Roll-in Form is signed and submitted, or the CA Application is submitted by another person on your behalf, you agree that such person does so as your agent.

If we decide, for any reason, that we will not extend this Agreement to apply to that supply address:

- if you're a Builder, we will notify you within two Business Days for an electricity request and within 24 hours for a natural gas request after we have received the Request Form or CA Application, that your request is denied; or
- if you're not a Builder, we will notify you within 10 Business Days after we have received the Roll-in Form, that your request is denied.

Unless you receive notification that your request is denied within the timeframes described above the Request Form, CA Application or Roll-in Form is taken to be accepted by us.

If we accept the Request Form, CA Application or Roll-in Form, the supply address listed in the Request Form, CA Application or Roll-in Form will be a Supply Address under this Agreement.

7 Energy Plans and special tariffs

Your Agreement may include an Energy Plan. An Energy Plan generally includes benefits for a limited time such as 12 or 24 months. Your Agreement will continue after the expiry of your Energy Plan, but the benefits of the Energy Plan will end when the Energy Plan ends.

We'll do our best to let you know when your Energy Plan is about to end. We may offer to extend your existing Energy Plan or offer to give you a new Energy Plan. If so, if you do not let us know within 20 Business Days that you do not want to take up the extended or new Energy Plan, we'll consider you have agreed to it. The extended or new Energy Plan will then apply and become part of this Agreement.

As your Energy Plan is part of your Agreement, it will also end when this Agreement ends.

If we withdraw your Energy Plan from sale, we may end your Energy Plan by giving you at least 20 Business Days notice so long as:

- we offer you another energy plan with similar benefits which is not detrimental to you; or
- ending the Energy Plan would not be detrimental to you.

If you are on a special tariff, at the end of the period set out in the Details section that special tariff will automatically end and the supply and energy usage Charges set out in the Price Sheet for that Supply Address will apply.

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 for each Supply Address, regardless of how much gas you use. "These charges are published 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 on our website. The current charges are set out in your Details section.
  - **Special tariff(s)** – a charge which combines supply charges and energy usage charges. If applicable, this charge will apply instead of the supply and energy usage charges and will be set out in the Details section.

- **Distributor charges** – any amounts that your Distributor charges us for services provided at each 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, for each Supply Address.
  - **Payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet or via PostBillPay.
  - **Exit fee** – if you're a Business Customer, a fee for ending your Energy Plan (if any). The fee will be payable for each Supply Address.

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

- Any reasonable costs that we incur, or other amounts we charge, 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 Customer, the supply charge and energy usage charges are 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 Customer, we will give you notice of the Charges and fees, and publish on our website.

9 Changes to the Charges

Unless we say we won't do so in your Energy Plan, we can vary the amount, nature and structure of any of the Charges at any time by notice to you. For example we may vary the structure of:

- your gas usage charges from peak only charges to time of use charges.

We can still vary any of the Charges (even if we say we won't do so in your Energy Plan) if:

- any of the information we used in determining the Charges for energy is incorrect (such as your supply area or meter type); or
- the meter at your Supply Address is changed from an accumulation meter to an interval meter.

For Small Customers, we'll notify you of any variation to Charges in accordance with Regulatory Requirements as set out below. Otherwise, we'll notify you of any variation as soon as practicable, and in advance of the variation. The notice of variation may be by a message on your bill.

Except for the exclusions set out below, for Small Customers we'll notify you in writing at least five Business Days before the variation to the tariffs and Charges will apply to you.

The notice given for Small Customers must let you know:

- that your tariffs and Charges are being varied and the date the variation takes effect;
- your existing and varied tariffs and Charges inclusive of GST;
- that you can request historical billing data.

The exclusions are that we do not need to give you notice:

- where you entered into this Agreement within 10 Business Days before the date on which the tariffs or Charges are varied and we have let you know about the variation;
- where the variation is a direct result of a benefit change and we've provided you with a separate notice of the benefit change in accordance with the Regulatory Requirements;

- for any tariff or Charge that continually varies in relation to the prevailing spot price of energy;
- where the variation is a direct result of a change to, or withdrawal or expiry of, a concession; or
- where the variation is a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees that apply to you.

If you are a Small 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) (**Average data**) to do so, unless the Regulatory Requirements require otherwise. Similarly, if your Energy Plan or any benefit only applies for part of a Billing Period then the impact on the Charges will be prorated and we may use Average data to do so. For example, if a benefit includes a discount on usage charges which applies for one month, we will use average usage data over the Billing Period to determine the discounted amount.

If your Agreement includes an Energy Plan with benefits and we vary your benefits (or your benefits expire) before your Energy Plan ends, we will notify you between 20 and 40 Business Days before the date of the benefit variation or expiry. The notice will provide details of the benefit change and explain your options for your gas supply after the benefit change. See clause 31 for details of how we'll give you notice.

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 any Supply Address and you'll be deemed to have received it.

You will receive a separate bill for each Supply Address, unless we agree to send you consolidated bills for all Supply Addresses (generally not available for Builders).

Except as set out below, your energy use 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 each 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 final bill immediately;
- access to your meter is denied for safety reasons;
- the meter or ancillary equipment has recorded usage incorrectly; or
- the meter has been tampered with or bypassed.

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 Customer we will adjust a subsequent bill for the difference; and
- if you're an Aggregated Customer or 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

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 your billing period;
- your meter or property number;
- the amount due;
- the Due Date;
- a summary of the payment methods and payment plan 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;
- the amount of any other charge and details of the service provided;
- 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 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.

12 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 a 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 32 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 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 and Aggregated 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 and 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.

13 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
- a 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 two 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.

14 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 each Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name 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 and easy access to the Supply Address and the meter at each Supply Address for the purposes relevant to the sale and supply of gas, including:

- to read, install, inspect, test, repair, maintain, alter or replace a meter; or
- to connect, disconnect or reconnect energy supply 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 energy infrastructure at each 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; and
- not tamper with or bypass any meter, or allow anyone else to do so;
- 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.

15 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 a 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 each 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.

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:

- four 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.

16 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 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 17:

- if you ask us to;
- if you're a Small Customer or an Aggregated 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 the meter at a Supply Address has not been able to be read for the purpose 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 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.

17 When you won't be disconnected if you are Small Customer

If you are a Small 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 a 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
- gas has been used illegally at a Supply Address.

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

If you are a Small 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 one 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.

19 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; 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.

20 Removing a Supply Address from this Agreement

You can remove a Supply Address from this Agreement by:

- transferring your energy supply at that Supply Address to another retailer. The Supply Address will be removed from this Agreement when it transfers to the other retailer;
- requesting us to disconnect that Supply Address. The Supply Address will be removed from this Agreement 10 Business Days after disconnection;

- entering into a new agreement with us for gas at that Supply Address. The Supply Address will be removed from this Agreement when the new agreement starts, or if the new agreement has a cooling off period, when that cooling off period ends; or
- giving us at least five days notice that you are vacating a Supply Address, by sending us a Closure Form or Final Read Form. We'll arrange for your meter to be read at the relevant Supply Address at the time agreed with you (or as soon as possible after if your meter can't be accessed then). The Supply Address will be removed from this Agreement on the later of the date you vacate the Supply Address or five days from the date you notify us that you're vacating the Supply Address.

A Supply Address will also be removed from this Agreement:

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

You'll need to:

- give us an address where we can send your final bill for that Supply Address; and
- pay us the Charges and any other amounts payable under this Agreement for the relevant Supply Address until the Supply Address is removed from the Agreement.

If you don't tell us that you're vacating a Supply Address 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 relevant Supply Address, until you give us access to the relevant Supply Address and the Supply Address is removed from this Agreement.

If you remove a Supply Address using the Closure Form and you facilitate the Customer's request using Connect Assist, you must ensure you obtain the new occupant's consent to receive emails from us or Connect Assist.

21 What happens when a Supply Address is removed

If a Supply Address is removed from this Agreement:

- this does not affect the continued application of this Agreement to other Supply Addresses; and

- we will 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 that Supply Address to a new energy retailer.

22 Ending this Agreement

We can end this Agreement for all or any Supply Addresses by giving you 20 Business Days notice.

This Agreement does not automatically end because there are no Supply Addresses. If we are no longer supplying gas to at least one Supply Address, then we or you may end this Agreement by notice at any time.

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 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 and without your consent to the extent the variation is required for this Agreement to remain consistent with the Regulatory Requirements.

See clause 31 for details of how we'll give you notice.

24 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.

25 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 other than the two clauses of this Agreement noted in this clause 25, this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

You agree that:

- clause 20 (Removing a Supply Address from this Agreement) of these Agreement Terms applies instead of clause 31 (Vacating a supply address) of the *Compendium of Gas Customer Licence Obligations;* and
- clause 11 (Payment) of these Agreement Terms and the definition of Due Date apply instead of clause 26 (Payment date) of the *Compendium of Gas Customer Licence Obligations*.

26 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 Customers to the extent that we cause that damage or loss because we breach this Agreement or are negligent, fraudulent, or engage in wilful misconduct;
- if you're an Aggregated Customer or 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 Aggregated Customer or 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 your Distributor;
- 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;
- 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 Aggregated Customer or 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 Customer, nothing in this clause 26 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)*.

27 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.

28 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.

29 Your privacy and creditworthiness

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 Companies 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 Australia Privacy Principles in relation to your personal information. In particular, we will keep your personal information confidential and secure and only disclose it to our people who need to know the information and as otherwise set out in this agreement and our privacy policy.

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

Our privacy policy and detailed privacy and credit reporting statements are available at **originenergy.com.au/privacy**. Please contact us to request a free of charge paper copy of our privacy policy or credit reporting statement.

30 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, 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.

31 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 or any Supply Address. 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 any Supply Address and you'll be deemed to have received it.

32 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 **originenergy.com.au**. You can also ask us to send you a copy as well as for more information about our complaints procedures and the energy 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 energy ombudsman.

We must also comply with the standards of service set out in the Regulatory Requirements.

33 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.

34 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*;
- a copy of the *Gas Marketing Code of Conduct* (which we must comply with) and information about the scope of this code;
- a copy of the *Compendium of Gas Customer Licence Obligations*;
- 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;
- general information about our gas customer safety awareness program.

35 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.

Aggregated Customer means a Business Customer whose aggregate usage across all Supply Addresses exceeds the Small Customer Thresholds.

Agreement means the Details section, the Agreement Terms and the Energy Plan (if any).

Agreement Terms means the terms and conditions in this document.

Bank Bill Rate means the rate required by the Regulatory Requirements. As at the Acceptance Date that rate is the average rate (rounded up to four decimal places) for bank accepted bills having a term equal to or nearest to 90 days as displayed on the "BBSW" page of the Reuters Monitor System at or about 10.30am Eastern Standard Time on the first day of the relevant 90 day period or, if the rate is not displayed on that day, the rate displayed on the most recent day before that day.

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.

Builder means a customer who is shown in the Details section as a builder.

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.

CA Application means the application requesting supply of energy to a new supply address referred to in clause 6 of this Agreement and submitted through Connect Assist on request.

Charges means the charges and fees described in this Agreement.

Closure Form is the form which is referred to in clause 20 of this Agreement and provided to you on request.

Connect Assist means the web portal of that name through which you can submit applications for supply to Supply Addresses.

Customer means a Small Customer, Aggregated 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 the relevant Supply Address is connected.

Due Date means the date you must pay your bill by which is not less than 10 Business Days from the date the bill is issued as set out on the bill or such other date as we agree with you.

Energy Plan means any document titled "Energy Plan" and provided to you with these Agreement Terms or in accordance with clause 8. The Details section indicates which Energy Plan, if any, is part of this Agreement at the Acceptance Date.

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 under the Regulatory Requirements.

Final Read Form is the final meter read form which is referred to in clause 20 of this Agreement and provided to you on request.

Force Majeure has the meaning given in clause 24.

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.

Origin Company means Origin Energy Limited ABN 30 000 051 696 and any of its Related Bodies Corporate.

Other Customer means a Customer who is not a Small Customer or an Aggregated Customer.

Payment Problems has the meaning given under the Regulatory Requirements.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of energy 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,* the *Gas Marketing Code of Conduct* and the *Energy Coordination (Gas Tariffs) Regulations 2000*.

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

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.

Request Form is the Electrical Work Request Form for electricity and the Request for Service Form for natural gas which are referred to in clause 6 of this Agreement. These forms are available at **originenergy.com.au**.

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

Roll-in Form means the form requesting the supply of energy to a new supply address referred to in clause 6 of this Agreement and provided to you on request.

Small Customer means a small use customer for the purpose of the Energy Coordination Act 1994 (WA).

Small Customer Threshold means the applicable upper consumption thresholds prescribed by the Regulatory Requirements, which is currently 1TJ of natural gas per year.

Supply Address means the premises listed in Annexure 1 of the Details section, and any premises nominated in a Request Form, CA Application, or Roll-in Form which is accepted by us.

Supply Start Date means the date described in clause 3 of this Agreement.

We and Us means Origin Energy Retail Ltd (ABN 22 078 868 425).

36 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.

37 Our contact details

Postal address:

- PO Box 1199, Adelaide SA 5001

Telephone numbers:

- energy offer enquiries: 13 24 61
- billing enquiries: 13 24 61

Email address: hello@origin.com.au

Web address: 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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