Agreement Terms for sale and supply of the following services, in an embedded network:

- Hot Water Services
- Metered Gas Services
- Unmetered Appliance Services
- Air Conditioning Services

Origin acting as agent for your Embedded Network Owner

AUSTRALIAN CAPITAL TERRITORY
NEW SOUTH WALES
QUEENSLAND
SOUTH AUSTRALIA

Thanks for choosing us
September 2026

Thanks for choosing us

This document is your copy of your Agreement Terms with your Embedded Network Owner, who has appointed us as their agent to enter into this Agreement with you on their behalf. At Origin we're dedicated to giving you the best possible service on behalf of your Embedded Network Owner.

Understanding your Agreement with your Embedded Network Owner 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 and our agency arrangement

This Agreement covers the sale and supply of:

- Hot Water Services;
- Metered Gas Services;
- Unmetered Appliance Services; and
- Air Conditioning Services,

by your Embedded Network Owner (ENO) to you at your Supply Address as a customer in an Embedded Network. We act as the agent of your ENO (you can find the details in the Details section, on your bill or as notified to you).

In this Agreement a reference to 'we', 'us' 'our' or 'Origin' refers to:

- 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 New South Wales and ACT: Origin Energy Retail Limited (ABN 22 078 868 425); and
  - in New South Wales and ACT: Origin Energy LPG Limited (ABN 77 000 508 369)

each in its capacity as agent for the ENO.

If the ENO sells to you at more than one Supply Address, then you must have a separate agreement with the ENO for each 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 sell you the following Services under this Agreement:

- Metered Gas Services and Unmetered Appliance Services to all Supply Addresses; and
- Hot Water Services and Air Conditioning Services to Supply Addresses in New South Wales only,

they are "Protected Services" for the purposes of this Agreement and subject to regulatory protections under the National Energy Retail Law, National Energy Retail Rules and any other Regulatory Requirements.

For Protected Services under this Agreement, your ENO is the Exempt Seller for your Embedded Network and will usually hold one of the following exemptions under the AER Retail Exempt Selling Guideline:

- for Metered Gas Services:
  - Small Customers: class R1 or R2; or
  - Large Customers: class R5;
- for Unmetered Appliance Services: class R7 or D5; and
  - for Hot Water Services and Air Conditioning Services (in New South Wales only), any of the exemption classes above.

In some circumstances, your ENO may hold individual exemptions, for example where your Embedded Network was retrofitted to an existing site.

This Agreement applies to both Small Customers and Large Customers. Your customer type affects what regulatory protections apply to you. We explain this below.

If your Agreement includes Protected Services, you may have additional regulatory protections as a Small Customer (and also in New South Wales as an "embedded network customer") under the Regulatory Requirements.

If you are a Large Customer, the ENO may still supply you under this Agreement but some of the additional regulatory protections we refer to in the previous paragraphs will not apply to you. Where the ENO treats Small Customers and Large Customers differently we've explained this throughout this Agreement.

Please let us know if your energy use changes significantly. This matters because a change in how much energy you use may mean you move from being a Small Customer to a Large Customer, or the other way around.

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

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 15.

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

- the date your Supply Address is connected by us (or on our behalf) or transferred to the ENO (for more details of the transfer process and why it may be after the Acceptance Date see clause 4); 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 The transfer process

If the ENO is not currently the retailer or Exempt Seller for your Supply Address, we'll arrange for your Supply Address to transfer to the ENO from your current retailer or Exempt Seller. You agree to us taking all necessary steps to do so.

Once the transfer is complete, we will notify you within 5 Business Days that the ENO has commenced selling Services to you, and of the date on which it commenced.

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

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

provided that we will not refuse to sell you Services at the Supply Address where you are a customer at the Supply Address and the Supply Address has been disconnected by the Exempt Seller for a reason other than failure to pay a bill and the matter leading to the disconnection has not been rectified.

If we refuse to sell you Services (in accordance with Regulatory Requirements) we'll let you know and we may offer you an alternative agreement. We will reconnect the Supply Address and offer to sell Services once the matter is rectified.

5 Security deposits

We may ask you to pay us a Security Deposit if permitted to do so under the Regulatory Requirements. Subject to the below, we may use your Security Deposit to offset amounts you owe us under this Agreement.

If you are a Small Customer and your Agreement includes Protected Services, we can only require payment of a Security Deposit in limited circumstances, and if we do so, we must pay you interest on the Security Deposit amount.

We will not charge you a Security Deposit if you inform us that you are experiencing payment difficulties.

If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know within 10 Business Days after we apply it.

When required by the Regulatory Requirements to do so, we will return the Security Deposit and any interest in accordance with your reasonable instructions. This could be through a credit on your next 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. Subject to any Regulatory Requirement, the Charges include:

(a) Amounts for the sale and supply of the Services described below. The amounts for these charges will be in your Details section, notified to you in writing, or published on our website in accordance with Regulatory Requirements:

(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 **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.

(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)" 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 Services) or the costs of operating the

(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

(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/ additional charges.

(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.

(a) The fees described below (unless we are prevented from charging these amounts by the Regulatory Requirements). For Protected Services, the amount of any fee must not exceed the amount charged for the equivalent fee under the relevant local area retailer's standard retail contract. If these fees apply they'll be set out in your Details section or explained to you before you incur them.

- **Card payment fee** – a fee for paying by American Express, Mastercard, Visa or another payment method where we incur a merchant services fee.

- **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 to Protected Services, if you are a Small Customer who may be affected by family violence.

- **Payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet
- **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 Services with us.

In some circumstances (and unless 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
- 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.

The notice of variation may be by a message on your bill. For Hot Water Services and Air Conditioning Services provided to Supply Addresses outside New South Wales, we'll notify you as soon as practicable, and in advance of the variation.

Except for the exclusions set out below, for Protected 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 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.

If your bill is based on an estimate of your usage we will

- 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 subject to any Regulatory Requirement.

The Billing Period will be at least every 3 months. We may change the Billing Period by notice to you, but the Billing Period for Protected Services will never be longer than 3 months.

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, which include:

- direct debit;
- credit card;
- BPAY; or
- Postay.

Please let us know as soon as possible if you:

- can't pay by the Due Date;

- are experiencing financial hardship (our hardship policy is accessible on our website at embeddedsolutions@originenergy.com.au and a hard copy can be provided on request);
- are experiencing family violence (our family violence policy is accessible on our website at embeddedsolutions@originenergy.com.au and a hard copy can be provided on request).

We have a range of payment plans that might help. We may also be able to give you information about government and non-government support. When you tell us you are experiencing payment difficulties, we will not charge you a late payment fee or require you to pay a Security Deposit.

If you are a Residential Customer purchasing Protected Services, our hardship policy sets out additional assistance available to you, including flexible payment options and referrals to financial counselling services.

You can request a hard copy of our hardship policy or our family violence policy at any time.

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 14 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. If you are affected by family violence, we will take into account the impact of debt recovery on you before transferring your debt to a third-party collector, including whether other persons may be jointly or severally responsible for the debt.

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

If you are a Business Customer or a Large 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.

If you select direct debit as your method of payment and we haven't entered into a separate agreement with you in relation to the direct debit, you agree:

- to ensure the account information supplied to us is correct by checking it against a recent statement from your financial institution;
- to ensure that the account can accept direct debits through the bulk electronic clearing system;
- to ensure sufficient funds are available in the nominated account to meet a payment on its due date;
- for us to arrange for funds to be debited from your nominated bank account as prescribed through the bulk clearing system;
- for us to verify the details of the account above with your financial institution;
- the funds will be debited on the date your bill becomes due or next Business Day;
- that you must notify us and arrange for an alternative payment method if:
  - your account is transferred, closed or the direct debit is cancelled. You must do so as soon as you become aware of this change; or
  - you wish to change your bank account or personal details. To take effect for your next direct debit payment, we must receive your request at least 10 Business Days before that direct debit due date.
- if a payment is dishonoured because there are insufficient funds in your nominated account we:
  - will notify you and try to deduct the payment on another day;
  - may make other attempts to take the payment; and
  - may cancel your direct debit arrangement if a payment is dishonoured; and
- you may terminate your direct debit arrangement at any time by notifying us or your financial institution at least 4 Business Days before your next direct debit due date. If you notify us that you have cancelled the direct debit arrangement, we'll notify your financial institution as soon as we can after the cancellation.

10 Reviewing your bill

Please check your bills carefully. If something looks wrong (for example, you think the amount is incorrect) let us know as soon as you can. You can also ask us to review your bill (see clause 27 for how we handle complaints and disputes).

While a bill is being reviewed, you still need to pay the following by the Due Date:

- for Protected Services, any amount we ask you to (in accordance with the Regulatory Requirements); and
- for other Services, the greater of the undisputed amount or the average of your last three bills for those Services.

You must continue to pay all other bills by the Due Date while your review is on foot.

For Hot Water Services, Chilled Water Air Conditioning Services and Metered Gas Services, you can ask us to test the meter as part of the review. We may ask you to pay for this in advance. If the test shows the meter or meter data was faulty or incorrect, we'll refund the test cost (or set it off against any outstanding amount on your bill). For Metered Gas Services in Queensland, if the test shows the meter was not faulty, you must pay the test cost.

Once the review is complete: if the bill was correct, you must pay the amount still owing; if the bill was incorrect, we'll correct it.

If we undercharge you (including if we don't charge you at all), how much we can recover depends on the type of service. For Hot Water Services and Air Conditioning Services (except for those provided in New South Wales) we can recover the full amount undercharged, as long as it is not unreasonable to do so.

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

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

An exception applies if:

- you are a Large Customer; or
- the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged unless the Regulatory Requirements say otherwise.

If we overcharge you for Protected Services, we will tell you within 10 Business Days of finding out. Here is what we'll do:

- if the overcharge is $50 or more, we'll refund it if you ask, or credit it to your next bill if you don't;
- if the overcharge is less than $50, we'll credit it to your next bill;
- if you no longer buy Services from us, we'll use best endeavours to refund within 10 Business Days.

We won't charge you interest on the overcharged amount, unless the overcharging was your fault or unlawful, in which case we are only required to repay the amount overcharged in the 12 months before the error was discovered.

11 Your obligations

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

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;
- any other contact details you give us are correct; 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;
- 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 Life support equipment

If not advised prior to entering this Agreement, you should advise us as soon as possible if a person living or intending to live at the Supply Address requires life support equipment. Then, we'll be able to register that life support equipment is required at the Supply Address and give you additional protections in relation to Protected Services.

In order for the Supply Address to stay registered for life support equipment you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the Supply Address.

You must also tell us if the life support equipment is no longer required at the Supply Address.

13 Who is involved in supply of your Services

We act as agent for your ENO who 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 ENO 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 and we will follow any notice requirements set out in the Regulatory Requirements.

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

14 When you could be disconnected

If you have given us up to date contact details, we'll give you notice(s) before we disconnect you. If you're a Small Customer receiving Protected Services, we'll also follow any notice requirements set out in the Regulatory Requirements.

We may arrange for disconnection of a Service in the following circumstances, unless 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 (for Protected Services, we must first follow the procedural requirements set out in the Regulatory Requirements before we can disconnect for non-payment, including giving you a reminder notice and a disconnection warning notice);
- 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 (this ground does not apply to Small Customers purchasing Protected Services);
- 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 (except for those provided in New South Wales), 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.

if a person residing at your Supply Address requires life support equipment that depends on energy for its operation. If you have a person at your Supply Address who requires life support equipment, please notify us as soon as possible. We will notify the relevant Distributor and authorised retailer, update our records, and maintain a register of customers with life support equipment at their Supply Address.

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).

If you are affected by family violence, we will not disconnect you if disconnection will impact your safety, other persons are jointly or severally responsible for the relevant non-payment or the non-payment is a result of financial abuse.

15 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:

- giving us a notice that you wish to terminate this Agreement, in which case this Agreement will end 5 Business Days from the date of that notice (unless we agree a different end date with you);
- 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 17 (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 Protected 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).

16 What happens when this Agreement ends

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

If your account is in credit upon termination of this Agreement, we will use best endeavours to refund the full amount of the credit to you within 10 Business Days of becoming aware of it.

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.

17 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 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

- 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.

18 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 do so because the Regulatory Requirements change.

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

19 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.

20 How this Agreement works with the Regulatory Requirements

If any matter that is required to be included in this Agreement by 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 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 the damage or loss because we breach this Agreement or are negligent, fraudulent, or engage in wilful misconduct;
- if you are a Large Customer, we're not liable to you for any Excluded Loss;
- you are not liable to us for Excluded Loss, except if you are a Large 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 Excluded Loss in connection with the supply of Hot Water Services or Air Conditioning Services;
- 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;
- 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;
- if you are a Large 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 or the ENO for that liability. If you're a Small Customer or a Residential Customer, nothing in this clause 21 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.
- For Protected Services, nothing in this clause 21 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); 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 ENO and 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).

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

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

- personally;
- by post, addressed to the address you nominate. We'll consider that you've received the notice on the second Business Day after we post it;
- by e-mail if you've provided us with an email address. We'll

consider that you've received the email the day after we send it to the email address you provided;

- by fax if you've provided us with a fax address. We'll consider you've received the fax when our fax machine produces a report stating the fax was sent in full;
- by a message on your bill; or
- by sending you an electronic message (e.g. email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (e.g. our website). We'll only do this if it's reasonable in the circumstances and 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 (e.g. the notice is returned to us), we may send the notice to the Supply Address and you'll be deemed to have received it.

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 embeddedsolutions@originenergy.com.au. You can also ask us to send you a copy.

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 or territory. The energy ombudsman provides free and independent dispute resolution. Contact details for the relevant energy ombudsman are set out in our complaints procedures (available at **embeddedsolutions@originenergy.com.au** or on request) and on our bills.

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 to give effect to a change in ENO or our agency arrangement with the ENO; 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.

AER means the Australian Energy Regulator.

AER Retail Exempt Selling Guideline means the AER's Retail Exempt Selling Guideline version 7 dated August 2025.

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; and
- consumes 1 TJ (or 1,000 GJ) of gas per year.

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. For Metered Gas Services and Unmetered Appliance Services (or in New South Wales, for any Service), the Due Date will be no less than 13 Business Days from the date the bill is issued.

Embedded Network has the meaning given to that term in the AER Retail Exempt Selling Guideline.

Embedded Network Owner or **ENO** means the person specified as such in the Details section (or otherwise notified to you), being the Exempt Seller for the Embedded Network to which your premises are connected.

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).

Exempt Seller means a person who holds an exemption from the requirement to hold a retail authorisation or licence to sell Protected Services under the relevant Regulatory Requirements.

Force Majeure has the meaning given in clause 19.

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

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.

Large Customer means a customer who is not a Small Customer.

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) and National Energy Retail Law (NSW) 2012.
- *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)).

Protected Services has the meaning given in clause 2 of this Agreement.

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 Agreement includes Protected Services, then in relation to those Services the Regulatory Requirements also include:

- *New South Wales, Queensland and South Australia:* the National Energy Retail Law, the National Energy Retail Rules and the AER Retail Exempt Selling Guideline.
- 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 Appliance Services and Air Conditioning Services we supply to you at your Supply Address and for which we provide you a Details section.

Small Customer means

- a Residential Customer; or
- a Business Customer who uses less than 1 TJ (or 1,000 GJ) of gas per year.

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.

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 your being a state or territory is a reference to the state or territory in which your Supply Address is located;
- 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

Account enquiries	1800 370 203
Email:	
embeddedsolutions@originenergy.com.au	
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。