# Agreement Terms

Electricity, Natural Gas and GreenPower

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

Thanks for choosing us
**October 2026**

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## 1 About this Agreement

This Agreement is a market retail contract and covers the sale of electricity, natural gas and/or GreenPower to you at your Supply Address. If we're your retailer for more than one of these products, then you have a separate agreement with us for each. If we're your retailer at more than one Supply Address, then you have a separate agreement with us for each Supply Address. Each agreement we have with you includes these Agreement Terms, the Details section and your Energy Plan (if any).

## 2 How this Agreement applies to you

This Agreement applies to Small 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. Currently, the Regulatory Requirements provide that you're a Small Customer if:

- you're a Residential Customer, except in the Northern Territory;
- in New South Wales, Queensland or the Australian Capital Territory, you're a Business Customer who uses less than 100MWh of electricity per year or less than 1TJ of natural gas per year;
- in South Australia, you're a Business Customer who uses less than 160MWh of electricity per year or less than 1TJ of natural gas per year; or
- in Victoria, you're a Business Customer who uses less than 40MWh of electricity per year or 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. In this Agreement we call you an Other Customer. Where we treat Small 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 vice-versa.

## 3 When this Agreement starts and ends

This Agreement starts on the next Business Day after the Acceptance Date. For information about how this Agreement can end see clauses 4, 5, 16 and 17.

We will start to sell you energy and other products on the Supply Start Date which, for a new Agreement, will either be:

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

If you have another agreement with us for the same fuel or other product at the 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 and the customer disclosure statement provided to you with these Agreement Terms.

If you are in Victoria and we switch you to this Agreement in accordance with the Regulatory Requirements, you have 10 Business days to opt-out from the date you receive the notice of our intention to switch.

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 your Supply Address, we'll arrange for your Supply Address to transfer to us from your current retailer. You agree to us taking all necessary steps to do so.

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

- where the transfer doesn't occur within 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.

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

Alternatively, unless you're in Victoria, we may cancel your Energy Plan (without cancelling this Agreement) if the transfer doesn't occur within six months of the Acceptance Date. We'll let you know if this happens.

## 6 Security Deposits

Depending on your creditworthiness we may ask you to pay us a Security Deposit and you must pay it to us. If you're a Small Customer, we must pay you interest on the Security Deposit as required by the Regulatory Requirements. We may use your Security Deposit and any interest earned on it, to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

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

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

## 7 Energy Plans

Your Agreement may include an Energy Plan. Some Energy Plans are for a limited time such as 12 or 24 months. But we also have some Energy Plans which don't have an end date – they continue until you or we end them or this Agreement ends.

If you don't agree to a new Energy Plan when your Energy Plan ends:

- if you are in Victoria and this Agreement is a Fixed Term Agreement, your Agreement with us will end (see clause 18 for details of what happens then); and
- in all other circumstances, your Agreement will continue without the Energy Plan.

Alternatively, we may offer to extend your existing Energy Plan (and the Agreement if it is a Fixed Term Agreement) or offer you a new Energy Plan. If so, if you don't let us know that you don't want to take up the extended or new Energy Plan within the timeframe stated in our notice, 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. We can also end your Energy Plan:

- if you were using energy for domestic purposes at the time you entered into it and you start using energy for business purposes during the Energy Plan Period;
- if you were using energy for business purposes at the time you entered into it and you start using energy for domestic purposes during the Energy Plan Period;
- if we withdraw your Energy Plan from sale, by giving you at least 20 Business Days' notice so long as:
    - we offer you similar benefits or features, through an energy plan or other means (e.g. a once off credit) and you are not worse off; or
    - ending the Energy Plan would not be detrimental to you; or
- where it is not unreasonable for us to do so in the circumstances, by giving you at least 20 Business Days' notice.

If you are in Victoria we may also end your Energy Plan and switch you to another Energy Plan in accordance with the Regulatory Requirements. If we do this, we will issue you a notice of our intention to switch you to another Energy Plan and you will have 10 Business Days to opt-out.

If you end your Energy Plan before you become entitled to a benefit you will not receive that benefit. For example, if we offer you an account credit on condition that you remain on the Energy Plan for a period of time and you end it before the end of that period, you will not receive the account credit.

## 8 What you have to pay

You must pay us the Charges. The Charges include:

- Amounts for the sale and supply of energy described below. These charges will be in your Details section or other location set out below:
    - **Supply Charges** – daily charges, regardless of how much energy you use.
    - **Energy Usage Charges** – charges based on the amount of energy you use.
    - **Add-on charges** – charges for the sale of your Add-on.
    - **Distributor charges** – any amounts that your Distributor charges us for services provided at your Supply Address and which are not already incorporated into the Supply or Energy Usage

Charges, including a disconnection fee, connection fee and special meter reading fee. Your Distributor sets these amounts. You can find out more at **originenergy.com.au/additionalcharges**.

- **Metering charges** – unless we are prevented from charging these amounts by the Regulatory Requirements, any amounts that a Meter Service Provider charges us for metering-related goods or services provided at your Supply Address and which are not already incorporated into the Supply Charges or Energy Usage Charges, including a disconnection fee, connection fee, meter work fees and meter reading fees. 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, Add-ons, and other goods and services to you.

- The fees described below, where we are not prevented from charging these amounts by the Regulatory Requirements. If these fees apply they'll be set out or referenced in your Details section or explained to you before you incur them.
  - **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date. This fee does not apply to Small Customers in Victoria.
  - **Account establishment fee** – if you are in Victoria, a fee for transferring your energy supply to us from another retailer or setting up your account with us for the first time.
  - **Payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet or via PostBillPay.
  - **Paper bill fee** – a fee for receiving a bill in the mail.
  - **Exit fee** – for some Energy Plans, a fee for ending your Energy Plan early may apply.
  - **Meter Works Administration Fee** – a fee for us to arrange metering-related goods or services for you with a Meter Service Provider or Distributor.

In some circumstances, and if we are not 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, connection and metering 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.

## 9 Changes to the Charges and feed-in tariffs

Unless you have a Fixed Price Energy Plan or we are prevented from doing so by the Regulatory Requirements, we can vary the amount, nature and structure of any of the Charges or feed-in tariffs by notice to you. For example, we may:

- vary the structure of your electricity Energy Usage Charges from peak only charges to time of use charges;
- vary the structure of your Add-on charges from a weekly amount to a charge based on the amount of energy you use. Or, if there is no charge when you take up your Add-on, then after 12 months, we may start to charge you; or
- cancel your feed-in tariffs.

If we pay you a feed-in tariff we are required to offer under the Regulatory Requirements, we may:

- vary the amount of the feed-in tariff by notice to you where we're not prevented from doing so by the Regulatory Requirements; and
- stop providing you with the feed-in tariff if:
  - you stop being eligible for the feed-in tariff;
  - we are entitled to do so under or because of a change in the Regulatory Requirements; or
  - the relevant feed-in tariff scheme ends.

As at the date of this Agreement, for Small Customers in New South Wales, Queensland, South Australia and the Australian Capital Territory, under the Regulatory Requirements generally we can only increase a Charge, or decrease a feed-in tariff, once a year:

- in July; or
- for Fixed Price Energy Plans, at the end of the Energy Plan Period.

However, we can increase the Charges or decrease the feed-in tariff in some circumstances including if the Distributor changes the distribution tariff applicable to the Supply Address.

Unless you have taken up an Energy Plan which includes a fixed amount for your Energy Usage and Supply Charges, even if you are on a Fixed Price Energy Plan, we can still vary any of the Charges 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.

The Charges payable by you under your Energy Plan may have been determined on the basis of the category of distribution tariff the Distributor applied in relation to the Supply Address at the Supply Start Date, and the continued application of the category of tariff that formed the basis of the Charges payable under your Energy Plan depends on the continued availability of that tariff. Where that is the case, and if the Distributor changes the distribution tariff applicable to the Supply Address, even if we say that we won't vary certain Charges in your Energy Plan (such as if you are on a Fixed Price Energy Plan), we may transfer you to a different category of tariff from the time of that change, which may result in a change to your Supply Charges and Energy Usage Charges.

We will notify you of any change to those Charges in accordance with this clause 9 and you may terminate your Energy Plan or this Agreement in accordance with clause 17.

For Small Customers, we'll notify you of any variation to Charges or feed-in tariffs in accordance with Regulatory Requirements as set out below. Otherwise, we'll notify you of any variation as soon as practicable and no later than your next bill. The notice of variation may be by a message on your bill.

For Small Customers we will give you the following notice before an increase to the Charges, or a decrease to any feed-in tariff, will apply to you:

- if you are in New South Wales, South Australia, Queensland or Australian Capital Territory and you are on a Fixed Price Energy Plan, at least twenty Business Days;
- if you are in Victoria, or if you are in New South Wales, South Australia, or Australian Capital Territory and you are not on a Fixed Price Energy Plan, at least five Business Days; and
- if you are in Queensland and you are not on a Fixed Price Energy Plan, at least ten Business Days.

For Small Customers in Victoria or Queensland, we will give you at least five Business Days notice before a decrease to the tariffs or Charges, or an increase to any feed-in tariff, will apply to you (unless you are in Victoria and have a separate agreement with us for your feed-in tariff).

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 (or feed-in tariffs if you are in New South Wales,

South Australia, Queensland or Australian Capital Territory) are a direct result of certain tariff reassignments by the Distributor.

If the Charges or feed-in tariffs 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.

Similarly, if your Energy Plan or any feature or 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 Energy Usage Charges which applies for 1 month, we will use average usage data over the Billing Period to determine the discounted amount.

## 10 Billing and payment

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

Unless you have taken up an Energy Plan which includes a fixed amount for your Energy Usage Charges and Supply Charges, or you have Unmetered Supply, your Energy Usage Charges will be based on the amount of energy 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 energy used by reading the meter at your Supply Address, or by estimating your usage. For more information about how your energy usage will be calculated if you have an Unmetered Supply see clause 22.

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

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

The Billing Period will be at least every three months or at least every two months for Small Gas Customers in Victoria. If your Supply Address has a Digital Meter, you may choose a Billing Period of 1 month. We may change the Billing Period by

notice to you, for example, if you have a Digital Meter we may change your Billing Period to 1 month.

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

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

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

- apply any Security Deposit (see clause 6 for more details);
- disconnect your energy supply (see clause 15 for more details);
- ask a debt collection agency to obtain the payment from you;
- sell the rights to the unpaid amount to a third party who may seek to collect it from you.

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

If you are a Business Customer or an Other Customer we may charge you interest on a late payment to cover the costs or losses we incur as a result of the late payment, but only if we don't charge a late payment fee or we are not fully compensated for our costs and losses through the late payment fee.

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

## 11 Reviewing your bill

Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect discount or meter type, please let us know as soon as you can. Alternatively, if you'd like us to review your bill, just ask – again, be sure to do so as soon as you can. We'll let you know the result in accordance with our standard complaints procedures (see clause 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.

Unless you have an Unmetered Supply at your Supply Address, 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 (except for Small Customers in Victoria or Queensland). For Small Customers, if the test finds that the meter or meter data is incorrect we'll refund any amount you've paid for the test (or set this off against any outstanding amount on your bill). If you're a Small Customer in Victoria or Queensland and the test shows the meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.

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

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:

- if you are in Victoria, in the four months before we notify you of the undercharge; or
- in all other circumstances, in the nine months before we notify you of the undercharge.

The exceptions are:

- for Other Customers, in which case we can recover all amounts undercharged as long as it is not unreasonable to do so; or
- if the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged and may also charge you interest to cover costs or losses we incur as a result of the undercharging as long as it is not prohibited by the Regulatory Requirements.

## 12 Your obligations

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

You must make sure:

- you have provided us with the correct name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;
- 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 the Supply Address for purposes relevant to the sale and supply of energy, including to:

- read, install, inspect, test, repair, maintain, alter or replace a meter; or
- 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 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 energy infrastructure;
- not tamper with or bypass your meter, or allow anyone else to do so; and
- not interfere with, disconnect, displace, remove or replace or damage the meter or the distribution system, or allow anyone else to do so.

You acknowledge that 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.

## 13 Digital Meters and energy supply interruption

If you have a basic meter, we may propose to replace your existing meter with a Digital Meter. If we do so, we will give you notice beforehand and in accordance with Regulatory Requirements.

We may also replace your existing meter where:

- we are required by the Regulatory Requirements to install a Digital Meter, such as where your existing meter is faulty or as required as part of a legacy meter replacement plan; or
- you have previously requested or agreed to the installation of a Digital Meter.

If we replace your meter, we will give you notice in accordance with the Regulatory Requirements.

You agree that we may temporarily interrupt the supply of electricity to your Supply Address for the purpose of installation, maintenance, repair or replacement of a Digital Meter. If your electricity supply will be affected, we'll give you prior notice of this if it is practicable or we're required by the Regulatory Requirements.

If you have any questions about the energy supply interruption we will respond promptly.

If you have a Digital Meter and you meet certain eligibility requirements we may, at no cost to you, enrol you onto our energy saving program, Spike. We will write to you before we do this, and you may opt-out of the program at any time.

## 14 Your Distributor and your energy supply

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

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

- we're not responsible for the safety, quality, continuity, reliability or pressure of your energy 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.

For customers on a controlled load tariff, where relevant, we may determine time periods at which energy may be supplied for the unit or device on the controlled load circuit. The time periods we determine may differ from your Distributor's restricted time periods. However, your Distributor is still responsible for the physical supply of energy to your Supply Address, and the terms of the connection of your Supply Address continue to apply.

The quality, continuity, reliability and pressure of your energy 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 energy 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 us, your Meter Service Provider, 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 energy;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- if there is not enough energy 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.

If you're a Small Customer and your Supply Address is not in Victoria, you can find information about the type of gas that may be supplied to your Supply Address on your Distributor's website.

## 15 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.

We may arrange for disconnection of your energy supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you're a Small Customer and you fail to pay Charges or other amounts on your bill related to the sale of energy by the Due Date;
- if you're an Other Customer and you fail to pay any Charges or other amounts on your bill by the Due Date;
- if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you've refused to provide a Security Deposit;
- if you've used energy 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 when we have required you to do so; or

- if you haven't paid in accordance with an agreed instalment plan or other payment option.

## 16 When this Agreement ends

We have two types of agreements: those with a fixed term and those which continue until we or you end them.

If you're in Victoria and you have an Energy Plan with a fixed term (such as 12 or 24 months), your Agreement is a fixed term agreement and it will end when your Energy Plan ends (unless it ends earlier in accordance with this Agreement) (this is called a Fixed Term Agreement). We will get in touch with you one or two months beforehand to let you know this Agreement is due to end.

In all other circumstances this Agreement will continue until we or you end it. That is, if you are in a state or territory outside of Victoria or you are in Victoria but you have an Energy Plan which doesn't have an end date or you don't have an Energy Plan, this Agreement is not a Fixed Term Agreement.

## 17 How you or we can end this Agreement

We can end this Agreement by giving you 20 Business Days' notice (subject to any restrictions in the Energy Plan terms).

You can end this Agreement by:

- transferring your energy supply at your Supply Address to another retailer (unless you have an Unmetered Supply). This Agreement will end when your Supply Address transfers to the other retailer;
- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- entering into a new agreement with us for the same fuel at the Supply Address. This Agreement will end when the new agreement starts; or
- in the circumstances described in clause 19 (where you move out of your Supply Address).

This Agreement will also end:

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

## 18 What happens when this Agreement ends

If this Agreement ends and you continue to take supply from us, we will continue to sell you energy and:

- if you're in Victoria and this is a Fixed Term Agreement, the terms and conditions of the Standing Retail Contract will apply (and we will provide you with details of those terms); or
- in all other circumstances, the terms of that supply will be the same as the terms of this Agreement until you enter into a new agreement with us or transfer your Supply Address to a new energy retailer or someone else becomes responsible for the energy supply at your Supply Address under a new energy agreement with us. All of the provisions of this Agreement will survive this Agreement ending for this purpose.

After a new agreement (including the Standing Retail Contract) with us starts or you transfer your Supply Address to a new energy retailer or someone else becomes responsible for the energy supply at your Supply Address under a new agreement with us, 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.

## 19 What happens if you move

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

If you move this Agreement (including any Energy Plan) will end from the date you do so.

You'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until the later of the date you move or three Business Days from the date you notify us that you're moving.

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

- we find out that you've moved and your meter has been read;
- you tell us you're moving and your meter is read;
- the energy supply is disconnected or transferred to another retailer; or
- the date you or someone else becomes responsible for the energy supply at the Supply Address under a new agreement with us.

## 20 GreenPower

If you take up electricity and unless you have an Unmetered Supply, you may choose to take up GreenPower.

If you take up GreenPower, we'll make sure we source an equivalent amount of electricity from GreenPower accredited renewable sources to match your chosen percentage of your electricity usage.

We'll stop supplying you with GreenPower if:

- you tell us you no longer want it;
- we give you at least 20 Business Days' notice;
- you are in Victoria and we switch you to another Energy Plan in accordance with the Regulatory Requirements. If we do this, we will issue you a notice of our intention to switch you to another Energy Plan and you will have 10 Business Days to opt out; or
- this Agreement ends.

## 21 Feed-in tariffs

If your Agreement is for electricity and you have a solar photovoltaic (PV) system or battery installed at your Supply Address, we may pay you a feed-in tariff for any electricity your system generates which is exported to the electricity grid. If we pay you a feed-in tariff, you'll see the amount of the feed-in tariff on your bill.

There are two types of feed-in tariffs:

- feed-in tariffs we are required to offer under the Regulatory Requirements; and
- our voluntary feed-in tariffs, which may be under an Energy Plan.

We may pay you one or both of these feed-in tariffs.

## 22 Unmetered Supply

This clause 22 only applies to you if you have an Unmetered Supply at your Supply Address.

You acknowledge and agree that:

- we will estimate your electricity usage based on:
    - a daily average usage that reflects typical usage for similar sites at which there is unmetered supply; or
    - the wattage of fittings installed at the Supply Address multiplied by the estimated or actual hours of usage of those fittings;
- you cannot take up GreenPower at your Supply Address;
- you must notify us of any changes to the electricity supply arrangements at your Supply Address, for example if ownership of particular unmetered supply assets changes or load ratings of those assets change. We cannot, and have no obligation to, vary your Charges until we receive appropriate notification from you and your Distributor makes the necessary updates to its systems;
- if you wish to end this Agreement, the unmetered supply asset at your Supply Address may need to be abolished and you must pay us any applicable fee for the abolishment;
- you must tell us if the electricity usage at your Supply Address or any other circumstances related to your Unmetered Supply change;
- we may end this Agreement if your unmetered supply assets exceed guidelines about unmetered supply or unmetered loads developed by the Australian Energy Market Operator or other regulatory authorities (Guidelines) at any time. In this case, you will need to arrange for a meter to be installed at your Supply Address;
- you must ensure all unmetered supply assets at your Supply Address comply with all applicable Guidelines; and
- if necessary, your Distributor will attend your Supply Address to connect your Unmetered Supply. If necessary, you must provide safety equipment and appropriate safety instructions to your Distributor to ensure your Distributor has safe, convenient and easy access to your Supply Address for this purpose. If you do not do so you must pay us any costs charged to us by your Distributor or otherwise incurred by us as a result.

## 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 if we need to so because the Regulatory Requirements change.

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 obligation 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 this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail or we would be in contravention of the Regulatory Requirement if it didn't prevail.

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

If you're a Small Customer or a Residential 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:

- sections 119 and 120 of the National Electricity Law;
- section 97A of the Electricity Act 1994 (QLD), 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.

## 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 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.

## 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 energy and other products and services. We may disclose this information to:

- our agents and contractors (such as mail houses, data processors and debt collectors) and Related Companies;

- your Distributor; and
- other energy retailers,

for these purposes and more broadly in connection with this Agreement. We may disclose this information to Origin 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.

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.

## 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, 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.

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

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

## 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 which you can find at **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.

## 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, 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.

## 34 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, or if you are in Victoria and we switch you to this Agreement in accordance with the Regulatory Requirements, 10 Business Days from the date you receive the opt-out notice.

**Add-on** means GreenPower as described in clause 20, or any other additional product as detailed in your Agreement.

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

**Agreement Terms** means the terms and conditions in this document.

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

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

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

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

**Customer** means a Small Customer or an Other Customer.

**Details section** means the document entitled Details section provided to you with these Agreement Terms, which may include a separate Price Sheet.

**Digital Meter** means a meter which records electricity consumption at pre-determined intervals, has two-way communication capability and can be read remotely.

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

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

**Energy** means electricity or natural gas, as appropriate.

**Energy Plan** means any document titled 'Energy Plan' and provided to you with these Agreement Terms or in accordance with clause 7. The Details section indicates which Energy Plan, if any, is part of this Agreement at the Acceptance Date.

**Energy Plan Period** means the term of the Energy Plan, which is set out in the Details section or notice we provide in accordance with clause 7.

**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).

**Fixed Price Energy Plan** means an Energy Plan that provides that we won't increase specific Charges, or reduce your feed-in tariffs, during the Energy Plan Period other than in accordance with this Agreement.

**Fixed Term Agreement** has the meaning given in clause 16.

**Force Majeure** has the meaning given in clause 24.

**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;
- energy supply, such as disconnection or reconnection of your energy supply; and
- the co-ordination of the above.

National Energy Retail Law means the law applying in:

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

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

**Origin Company** means us and any of our Related Bodies Corporate.

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

**Price Sheet** means a document that sets out the Energy Usage Charges and Supply Charges and most other Charges.

**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) and the Privacy Act 1988 (Cth) and in:

- *New South Wales, Queensland and South Australia*: the National Energy Retail Law and the National Energy Retail Rules.
- *Victoria*: the Electricity Industry Act 2000 (Vic), the Gas Industry Act 2001 (Vic) and the Energy Retail Code of Practice.

- *Northern Territory*: the National Gas (Northern Territory) Act 1990 (NT) and the Consumer Affairs and Fair Trading Act 2008 (NT).
- *Australian Capital Territory*: the National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT) and the Consumer Protection Code.

**Related 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.

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

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

**Small Customer** means a Small Electricity Customer or a Small Gas Customer.

**Small Electricity Customer** means in:

- *New South Wales, South Australia, Queensland and the Australian Capital Territory*: a small customer for the purposes of the National Energy Retail Law.
- *Victoria*: a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic).

**Small Gas Customer** means in:

- *New South Wales, South Australia, Queensland and the Australian Capital Territory*: a small customer for the purposes of the National Energy Retail Law.
- *Victoria*: a relevant customer for the purposes of section 43 of the Gas Industry Act 2001 (Vic).

**Spike** means our demand response program that rewards customers for reducing their electricity consumption during peak periods, details of which are available at **origin.com.au/spike** with full terms available at **https://www.originenergy.com.au/help-support/earn-rewards/spike/spike-terms-and-conditions/**.

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

**Supply Start Date** means the supply start date for this Agreement or an Energy Plan and will be set out in the Details section or otherwise notified to you.

**Unmetered Supply** means the electricity usage at your Supply Address is not measured by a meter.

**We** and **Us** means:

- In relation to the sale of electricity and GreenPower: Origin Energy Electricity Ltd (ABN 33 071 052 287);
- In relation to the sale of natural gas in:
  - *New South Wales and the Australian Capital Territory*: Origin Energy LPG Ltd (ABN 77 000 508 369);
  - *South Australia, Queensland and Northern Territory*: Origin Energy Retail Ltd (ABN 22 078 868 425); and
  - *Victoria*: Origin Energy Retail Ltd (ABN 22 078 868 425) in and around Mildura and Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) in all other areas of Victoria.

## 35 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 you being in 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

| | |
|---|---|
| **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,<br>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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