# Agreement Terms: Electricity in an embedded network

Understanding your
Energy Agreement with us

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

Thanks for choosing us
**October 2026**

# Thanks for choosing us

At Origin we are dedicated to giving you the best possible service. Understanding your Agreement with us is important.

If you have any questions after reading this document, please call **1800 684 993** and our Customer Service Advisers will be happy to answer them.

**Your Agreement and the Regulatory Requirements**

We are pleased to provide your copy of the terms and conditions in which Origin Energy Electricity Limited (ABN 33 071 052 287) of Level 45, Australia Square 264 - 278 George Street Sydney NSW 2000 (Origin) will provide electricity and related services to you.

**We** and **Us** means Origin. **You** and **your** means the customer.

# Contents


| | | |
|---|---|---|
| **01** | About this Agreement | 2 |
| **02** | How this Agreement applies to you | 2 |
| **03** | When this Agreement starts and ends | 2 |
| **04** | Cooling off period | 3 |
| **05** | The transfer process | 3 |
| **06** | Security Deposits | 3 |
| **07** | What you have to pay | 4 |
| **08** | Changes to the Charges | 6 |
| **09** | Billing and payment | 7 |
| **10** | Reviewing your bill | 8 |
| **11** | Your obligations | 9 |
| **12** | Digital Meters and energy supply interruption | 10 |
| **13** | Who is involved in your electricity supply | 10 |
| **14** | When you could be disconnected | 11 |
| **15** | Ending this Agreement | 12 |
| **16** | What happens when this Agreement ends | 12 |
| **17** | What happens if you move | 13 |
| **18** | Feed-in tariffs and Embedded Generation Equipment | 13 |
| **19** | Changing this Agreement | 14 |
| **20** | Events beyond your or our control | 14 |
| **21** | How this Agreement works with the Regulatory Requirements | 14 |
| **22** | Liability | 15 |
| **23** | Warranties and rights | 16 |
| **24** | What laws apply | 16 |
| **25** | Your privacy and creditworthiness | 16 |
| **26** | Marketing | 17 |
| **27** | Notices | 17 |
| **28** | Customer service and complaints | 18 |
| **29** | Assignment or novation | 18 |
| **30** | Meaning of terms in this Agreement | 18 |
| **31** | Interpretation | 21 |

## 1 About this Agreement

This Agreement is a market retail contract and covers the sale of electricity to you at your Supply Address as a customer in an embedded electricity network. If we're your retailer at more than one Supply Address, then you have a separate agreement with us for each Supply Address. This Agreement includes these Agreement Terms and the Details section.

## 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 Western Australia);
- in New South Wales, Queensland or the Australian Capital Territory, you're a Business Customer who uses less than 100 MWh of electricity per year;
- in South Australia, you're a Business Customer who uses less than 160 MWh of electricity per year; or
- in Victoria, you're a Business Customer who uses less than 40 MWh of electricity per year.

Customers in Western Australia are not Small Customers.

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.

It's your responsibility to tell us if the amount of electricity 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 and continues until you or we end it. For information about how this Agreement can end see clauses 4, 5 and 15.

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

- the end of the cooling off period;
- the date your Supply Address is connected by us (or on our behalf) or transferred 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 electricity 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, except if your Supply Address is in Western Australia, the customer disclosure statement provided to you with these Agreement Terms.

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

## 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 What you have to pay

You must pay us the Charges. The Charges include:

- Amounts for the sale and supply of electricity described below. These charges will be in your Details section or other location set out below:
  - **Supply charges** – daily charges, regardless of how much electricity you use.
  - **Electricity usage charges** – charges based on the amount of electricity you use.
  - **Distributor charges** – any amounts that your Distributor charges for services provided at your Supply Address and which are not already incorporated into the supply or electricity usage charges. Your Distributor sets these amounts if they are applicable. 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 or for 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 electricity 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.
  - **Origin disconnection and re-connection charges** – charges that apply if we perform, or arrange, disconnection or re-connection of your Supply Address in accordance with clause 14.
  - **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 or Western Australia, a fee for transferring your electricity 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.
- **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.
- Except in South Australia and Western Australia, if we are no longer selling electricity to you at your Supply Address under this Agreement because you choose to purchase your electricity requirements from a different authorised electricity retailer, we may charge you an External Network Charges under this Agreement and you must pay us for those charges in accordance with the payment terms set out in this Agreement, provided that:
  - you are not charged for and do not pay the same charges under your agreement with your authorised electricity retailer;
  - we do not impose any External Network Charges that would not be charged by the Distributor if you were directly connected to its distribution network and subject to a standard distribution connection contract (other than if you are an Other Customer and we have agreed otherwise);
  - we do not charge you more than the applicable network tariff schedule item in a network tariff schedule approved by the AER and published by the Distributor;
  - we provide notice to you of any change in your network tariff as soon as practicable, and in advance of the variation;
  - we limit any fee we charge you for late payment to the recovery of our reasonably incurred costs; and
  - we do not otherwise recover the External Network Charges from you including under a separate embedded network connection agreement which you have entered into with

us (or one of our Related Companies) as the embedded network operator for the Supply Address.

Subject to all applicable Regulatory Requirements, if you are a Small Customer and the External Network Charges:

- are clearly attributable to you, the External Network Charges may be passed through at cost to you; or
- cannot be readily attributed to you, the External Network Charges may be based on a charge no greater than the published regulated charge which the Distributor would have charged you, had you been served directly by the Distributor.

For the avoidance of doubt, this provision is deemed to survive this Agreement ending for the purposes of clause 16.

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

Unless we are prevented from doing so by the Regulatory Requirements, we may vary the amount, nature and structure of any of the Charges or feed-in tariffs at any time by notice to you. For example we may vary the structure of your electricity usage charges from peak only charges to time of use charges, or cancel your feed-in tariff.

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.

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.

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. In Western Australia, we'll notify you as soon as practicable, and in advance of the variation. The notice of variation may be by a message on your bill.

For Small Customers we will give you at least five Business Days notice (or at least ten Business Days for Small Customers in Queensland)

before an increase to the Charges, or a decrease to any feed-in tariff, will apply to you.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) to do so.

## 9 Billing and payment

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

Your energy usage charges will be based on the amount of electricity you use during a Billing Period. That use will be determined by us, generally by measuring the amount of electricity used by reading the meter at your Supply Address, or by estimating your usage. If your bill is based on an estimate of your usage and we later have a measurement of your actual usage:

- we will adjust a subsequent bill for the difference between the estimate and your actual usage, except
- if your bill is based on an estimate because you fail to give us access to the meter. 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 monthly. We may change the Billing Period by notice to you.

You must pay each bill in full by the Due Date. 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 electricity supply (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.

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.

## 10 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 28 for more details). While your bill is being reviewed, you'll still need to pay any amount we ask you to (in accordance with the Regulatory Requirements) by the Due Date. You must also pay any future bills by the Due Date.

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

If 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.

## 11 Your obligations

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

You must make sure:

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

You must give us and other relevant people (including the Meter Service Provider) safe, convenient and easy access to the meter at the Supply Address for the purpose relevant to the sale and supply of electricity, including to:

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

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

## 12 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 (where applicable).

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 (where applicable); 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 (where applicable).

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.

## 13 Who is involved in your electricity supply

We're an energy retailer and have no control over the physical supply of electricity. Where we refer to connecting your Supply Address, this generally means we will arrange for a Meter Service Provider to connect your Supply Address to the Internal Electrical System. Where we refer to supplying you with electricity, this means we'll arrange for the Building Owner and your Distributor to do so. Once your Supply Address is connected, the supply of electricity to your Supply Address relies on electricity being supplied through the distribution system to the Building and through the Internal Electrical System to your Supply Address.

Your Distributor and the Building Owner are responsible for the physical supply of electricity to you (including the quality and reliability of the electricity supplied) and the connection of the Building to the distribution system.

This means that:

- we're not responsible for the safety, quality, continuity or reliability of your electricity 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 and reliability of your electricity supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the

Internal Electrical System and the distribution system and acts of other persons (such as your Distributor or the Building Owner).

Accordingly, your electricity 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, Building Owner, Distributor, Meter Service Provider 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 electricity;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- if there is not enough electricity 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 Building Owner or Distributor makes of you, and allow the Building Owner 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 before we disconnect you. If you're a Small Customer, we'll also follow any notice requirements set out in the Regulatory Requirements.

We may arrange for disconnection of your electricity 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 electricity 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 electricity 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.

## 15 Ending this Agreement

We can end this Agreement by giving you 20 Business Days' notice.

You can end this Agreement by:

- except in Western Australia, transferring your electricity supply at your Supply Address to another retailer. This Agreement will end when your Supply Address transfers to the other retailer subject to the provisions of this Agreement which survive termination;
- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- entering into a new agreement with us for electricity 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).

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 electricity at the Supply Address with us or with another retailer; or
- if we're no longer entitled to sell electricity due to a Last Resort Event.

## 16 What happens when this Agreement ends

If this Agreement ends and you continue to take supply from us, we will continue to sell you electricity on the same terms as the terms of this Agreement until you enter into a new agreement with us, someone else becomes responsible for the energy supply at your Supply Address under a new energy agreement with us, or, except in Western Australia, you transfer your Supply Address to another electricity retailer, and all of the provisions of this Agreement will survive this Agreement ending for this purpose.

After you enter into a new agreement with us, someone else becomes responsible for the energy supply at your Supply Address under a new energy agreement with us or, except in Western Australia, you transfer your Supply Address to a new energy retailer, the provisions of this Agreement about privacy, liability, notices, governing law, payment, disputes and Charges (including any External Network 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.

## 17 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 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 electricity supply is disconnected or, except in Western Australia, 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.

## 18 Feed-in tariffs and Embedded Generation Equipment

You must obtain our consent (not to be unreasonably withheld and the consent of the Building Owner and Distributor prior to installing any embedded generation equipment (including a solar photovoltaic (PV) system) at or to be connected to the Building and/or Supply Address. The installation and operation of such embedded generation equipment must strictly comply with all relevant Regulatory Requirements.

If you have a solar PV system or battery installed at your Supply Address, we may (subject to you having obtained all necessary consents and complying with Regulatory Requirements) pay you a feed-in tariff for any electricity your system generates which is exported to the embedded network or 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.

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

## 19 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 27 for details of how we'll give you notice.

## 20 Events beyond your or our control

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

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

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

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

The Impacted Person must:

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

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

## 21 How this Agreement works with the Regulatory Requirements

If any matter that applies to the sale of electricity to customers in an embedded electricity network 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.

## 22 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'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 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 electricity 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 or the Building Owner for that liability.

If you're a Small Customer or a Residential Customer (except if you're a Residential Customer in Western Australia), nothing in this clause 22 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 316 of the National Energy Retail Law; or
- section 58 of the Energy Operators (Powers) Act 1979 (WA).

## 23 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.

## 24 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, the Building may be located in one state but connected to a distribution system which is primarily located in another state. Where this is the case the Building, and so 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.

## 25 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 electricity and other products.

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

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

## 26 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.

## 27 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 number. 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.

## 28 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.

## 29 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.

## 30 Meaning of terms in this Agreement

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

**Agreement** means the Details section and the Agreement Terms.

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

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

**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).

**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 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.

**Distributor** means the entity that is authorised or licensed to supply distribution services through the distribution system to which the Building is connected and which is connected to the national electricity market.

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

**Excluded Loss** means:

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

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

**External Network Charges** means any amounts that we incur that are related to external network charges attributable to electricity consumed by you at the Supply Address (but do not include any internal network charges).

**Force Majeure** has the meaning given in clause 20.

**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 Electrical System** means the electrical infrastructure within the Building that distributes electricity through the Building and to which your Supply Address is connected, but does not include any electricity metering equipment at the Building.

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

**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 usage 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 electricity 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) and the Energy Retail Code of Practice.
- *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 electricity 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 but does not include any Customer in Western Australia.

**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).

**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.

**We** and **Us** means Origin Energy Electricity Ltd (ABN 33 071 052 287).

## 31 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 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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