Customer Charter – Agreement Terms

Origin LPG for your home

May 2025

Thanks for choosing us

We're proud that you've chosen Origin to supply your LPG.

We're a leading national retailer of LPG, electricity, internet and natural gas. We promise to put that experience and expertise to good use for you.

This brochure is your copy of our Agreement Terms. Understanding your Agreement with Origin is important. If you have any questions after reading this document, chat with us at **origin.com.au/lpg** or call **133 LPG (133 574)**.

Remember: You'll need your customer number when ordering.

We're serious about safety

Think you've got a gas leak or emergency?

Turn off your gas bottles right away and call us immediately on our 24-hour hotline:

1800 808 526

If you can smell gas, check:

- ✓ The pilot lights on your appliances
- ✓ The burners on your stove
- ✓ The connection to our cylinder and gas appliances or equipment to see if they're loose

If you suspect you have a gas leak, follow the safety guidelines until an emergency service technician arrives:

- × DON'T light a match or lighter
- × DON'T smoke or vape
- × DON'T use any electrical appliance, mobile phone (or even turn on a light)
- ✓ DO open all windows and doors; and
- ✓ DO remove any flammable materials surrounding the LPG bottles.

If an LPG bottle is close to empty, you may be able to smell the odour added to gas for detection purposes as it tends to settle with time and becomes stronger as the cylinder reaches empty. So even though you can smell an odour, the LPG bottle may not be leaking.

For more information on our safety procedures, visit **origin.com.au/lpgsafety**.

1. About this Agreement

This Agreement details the sale of LPG to you. If we sell you LPG at more than one Supply Address, you will have a separate agreement with us for each Supply Address.

2. When this Agreement starts and ends

This Agreement starts on the **Acceptance Date** and continues until you or we end it. For information about how this Agreement can end see clause 10. After the Acceptance Date, we'll arrange delivery of LPG to you in LPG bottles or by tanker-fill to your home.

3. Supply of your LPG bottles

When you open an LPG account with Origin, we'll work out how we'll provide the LPG to you. This will be either:

- by LPG bottles or tanks on an 'on-demand' occasional basis; or
- by tanker-fill on a delivery schedule tailored to your usage.

If we provide LPG by tanker-fill to you, we will attend the Supply Address on an agreed frequency and refill any LPG that has been used. We will agree the frequency of our visits when you open an LPG account.

If you ask us to, we'll attend on a non-scheduled delivery date to refill any LPG that has been used. If we do, we will charge you an unscheduled delivery charge and we'll let you know what this charge will be in advance.

You must give us and other relevant people (including our agents and contractors) safe, convenient and clear access to the Supply Address for purposes relevant to the sale and supply of the LPG, which may include to:

- deliver your LPG bottles or tanks,
- refill your LPG bottles or tanks,
- conduct inspections of or repairs to your LPG bottles or tanks; or
- connect, disconnect or reconnect the LPG bottles or tanks at the Supply Address.

If you fail to provide safe, convenient and clear access at the Supply Address (for example, because there are unrestrained dogs, locked gates or other hazards), we may be unable to provide LPG to you.

We may need to change our delivery service or time and we'll do our best to let you know about any changes at the earliest opportunity.

4. Your obligations

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);
- you tell us promptly if you become aware of any change that materially affects access to your LPG bottles or tanks or other equipment involved in providing the LPG at your Supply Address; and
- you let us know if any information you've given us changes.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the pipe work, gas regulator, gas lines, appliances and associated fittings at your Supply Address are in good condition and not damaged or interfered with in any way;
- ensure that certificates of compliance from a qualified gas fitter have been obtained and provided to us in relation to the gas installation at the Supply Address;
- not tamper with any equipment owned by us, or allow anyone else to do so;
- avoid actions that interfere with the safe and effective installation of LPG bottles or tanks in accordance with Regulatory Requirements; and
- take reasonable steps to limit loss or theft of any equipment owned by us at your Supply Address.

You must cooperate with any reasonable requests we make of you to fix any underlying issues and to comply with any Regulatory Requirements which apply to you. Visit **origin.com.au/lpgcompliance** for more information.

You must allow only an authorised Origin representative to remove LPG bottles or tanks. If you allow the LPG bottles or tanks to be removed by a person who is not an authorised Origin representative, you could be liable for any reasonable cost incurred by us as a result.

We will be responsible for the delivery and connection of bottles and LPG to your premises. You will be responsible for the pipe work, gas regulator, appliances and any general maintenance of cylinders and fittings.

You agree that we are not responsible for any leakage of gas and we will not be liable for any refund as a result of such leakage, unless the leakage is caused by us.

You agree that the LPG bottles and tanks are generally owned by us and title will not pass to you at any time.

5. What you have to pay

You must pay us the Charges. The Charges include:

- **Usage Charges** – a charge which is based on the amount of LPG you use at your Supply Address.
- **Service & Installation charges** – any amounts for additional work that may be required to ensure the gas installation is compliant.
- **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 LPG to you.

You must pay us the fees described below if they apply to you. They'll be explained to you before you incur them:

- **Paper bill fee** – a fee for receiving a bill in the mail.
- **Equipment fee** – an annual fee which contributes to the cost of purchasing, testing, maintaining and replacing the LPG bottles used to supply you with LPG. This fee is charged in advance and is calculated according to the number and size of the gas bottles provided at the Supply Address. This may be described as an "annual fee", "facility fee", "service charge" or "rental fee". This fee is non-refundable.

- **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.
- **Unscheduled delivery fee** – an amount for an unscheduled visit to your property for a special/ unplanned delivery of LPG.

All prices quoted to you are inclusive of GST. In some circumstances you must also pay us any fees or additional costs we incur if your payment is dishonoured or reversed.

6. Changes to the charges

Our LPG prices are variable and are based on movements in the world market price for LPG. The price you will be charged for LPG that we supply will be the then current price at the time of supply. If you would like to know the applicable price at any time, you can contact us on **133 574** or check your prices in My Account. Your invoice will include details of the applicable LPG prices for the invoice period.

7. Billing and payment

We'll send your bill to the postal address or email address you choose. 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.

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, get in touch as soon as possible. We have a range of payment plans that may help.

If you believe there are issues with a bill, please let us know as soon as you can and we can review the bill. If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review. Also, we may ask you to pay any portion of the bill not in dispute.

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:

- stop supplying you with LPG;
- list your debt with a credit reporting body;
- 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.

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.

8. Notification of changes to supply

We will provide you reasonable notice of any changes to your LPG supply at the earliest opportunity. However, as circumstances may not allow us to provide notice in advance, we must reserve the right to make changes without notice.

9. When we might stop your LPG supply

We may stop supplying LPG to your Supply Address in some circumstances. Some examples of when this may occur include:

- for safety reasons;
- a change in circumstances which impacts our ability to supply LPG to you (for example, the agents or contractors we rely on to supply the LPG in your area cease operating);

- if you fail to pay any Charges or other amounts on your bill by the Due Date; or
- at the direction or request of a regulatory body.

We'll use our best endeavours to let you know in advance if this happens.

10. Ending this Agreement

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

This Agreement will end automatically when a new agreement is entered into for LPG at the Supply Address.

You can end this Agreement by:

- requesting us to stop supplying you with LPG or requesting us to remove all LPG bottles and tanks at your Supply Address; or
- moving out of your Supply Address and letting us know you have moved.

If you end this Agreement, we will not refund the equipment fee to you.

Once this Agreement ends, you agree we will not provide refunds for any unused LPG.

11. What happens when this Agreement ends

After we cease selling you LPG, 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.

12. What happens if you move

If you're moving from your Supply Address, you need to give us at least 3 Business Days' notice. You'll also need to give us an address where we can send you bills.

If you move, this Agreement will end from the date you do so.

If you don't tell us that you're moving, and we supply LPG to your Supply Address after you move, you'll need to pay us the Charges and any other amounts payable under this Agreement until such time we find out that you've moved. We may request that you provide documentation to support the date you advise that you vacated the Supply Address.

13. Origin Go Zero LPG

You may choose to take up Origin Go Zero LPG. If you do, we will buy carbon credits that we'll apply against the greenhouse gas emissions from your gas supply. Origin Go Zero LPG is certified by Climate Active, a government backed certification scheme.

We'll stop supplying you with your chosen product if:

- you tell us you no longer want that product;
- we give you at least 20 Business Days' notice; or
- this Agreement ends.

14. Changing this Agreement

Other than in relation to prices, 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 because the Regulatory Requirements change.

See clause 22 for details of how we'll give you notice.

15. 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 they can; and
- give the other person prompt notice.

16. 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.

17. Liability

Subject to the Regulatory Requirements:

- we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except to the extent that we cause that damage or loss because we materially breach this Agreement or are negligent, fraudulent, or engage in wilful misconduct;

- we're not liable to you for any Excluded Loss;
- you are not liable to us for Excluded Loss;
- 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 LPG supplied under this Agreement after ownership passes to you.

18. 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.

19. 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.

20. Your privacy and creditworthiness

We collect, use, hold and disclose your personal, credit related and confidential information in order to provide you with LPG 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 for these purposes and more broadly in connection with this Agreement. We may disclose this information to our Origin Companies for any reason. If you don't provide this information to us, we may not be able to provide our products or services to you.

Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies). 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 a person who is authorised to deal with us on your behalf), 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 **origin.com.au/privacy**. Please contact us to request a paper copy.

21. Product and service offers

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, by calling us, visiting our website or writing to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA 5001. We'll keep providing you with details of these offers until you tell us otherwise.

22. Notices

We'll give you notice in writing:

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

23. Assignment and novation

You may not assign, transfer or novate this Agreement without our consent. 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.

24. Meaning of terms in this Agreement

Acceptance Date means the date you accept this Agreement over the phone, online or otherwise in writing.

Agreement means this agreement between you and us for the supply of LPG to you.

Agreement Terms means the terms and conditions in this document.

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.

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

Excluded Loss means:

- loss of profit, revenue or anticipated savings;
- loss or denial of opportunity;
- loss of access to markets;
- damage to credit rating or goodwill;
- financing costs;
- special, incidental or punitive damages; or
- any loss or damage arising from special circumstances that are outside the ordinary course of things, however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

Force Majeure has the meaning given in Clause 15.

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.

LPG means liquefied petroleum gas.

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

Supply Address means the premises specified by you at the time you opened the LPG account.

Regulatory Requirements means all relevant Acts, regulations, codes, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of the LPG at your Supply Address. These include the *Competition and Consumer Act 2010 (Cth)* and the *Privacy Act 1988 (Cth)* and all relevant instruments relating to LPG safety.

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

We and **Us** means: Origin Energy Retail Limited (ABN 22 078 868 425)

25. Interpretation

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words "include" or "including" and any variation of those words must be read as if followed by the words "without limitation" and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

26. Enquiries 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 **origin.com.au/complaints**. You can also ask us to send you a copy.

If you're not satisfied with how your complaint has been resolved, you may be able to contact the energy ombudsman in your state or territory.

Useful links

Managing your LPG
origin.com.au/managingyourlpg

LPG safety
origin.com.au/lpgsafety

Order LPG
origin.com.au/lpgorder

LPG delivery
origin.com.au/lpgdelivery

Pay for your LPG bill
origin.com.au/lpgpayment

LPG prices and fees
origin.com.au/lpgpricing

LPG compliance
origin.com.au/lpgcompliance

LPG customer charter
origin.com.au/lpgcharter

How to contact us

Web
originenergy.com.au/lpg

Customer service
133 LPG (133 574)

Emergencies or leaking gas
1800 808 526

Email
LPGEnquiries@originenergy.com.au

Postal address
PO Box 1199, Adelaide SA 5001

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
133 574

A large print copy of this document is available on request by calling us.

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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