



# Victoria Government Gazette

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**SPECIAL**

## Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LTD

Standard Terms and Conditions for Deemed Contracts

These standard terms and conditions apply on and from 1 January 2002 to contracts for the sale and supply of electricity created under section 37 of the **Electricity Industry Act 2000**.

In these standard terms and conditions:

**We** and **Us** means Origin Energy Electricity Ltd (ACN 071 052 287) of Level 39, 50 Bridge Street, Sydney, NSW, 2000, and **our** has a corresponding meaning.

**You** means the person taking a supply of electricity from us at the Supply Address and **your** has a corresponding meaning.

### PART 1: RELATIONSHIP WITH YOUR RETAILER

#### 1 Supply and sale

##### 1.1 Obligation to sell and supply

We will:

- (a) sell electricity and related services to you;
- (b) arrange for the delivery of electricity to the Supply Address.

##### 1.2 Obligation to pay

You will pay us for the electricity and related services we supply, any services we use to deliver the electricity to the Supply Address and any additional amounts contemplated by these standard terms and conditions.

#### 2 Term

##### 2.1 Commencement

Your contract will commence when you accept our offer to supply you on these terms and conditions.

##### 2.2 Duration

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

##### 2.3 Vacating Supply Address (moving property)

If you intend to vacate your Supply Address you must give us:

- (a) notice of the date on which you intend to vacate the Supply Address; and
- (b) a forwarding address where we can send a final bill.

Subject to this clause, your obligation to pay us for electricity consumed at your Supply Address continues until, and terminates with effect from, 3 business days after the date of the notice or when you vacate the supply address (whichever occurs last).

If you were evicted or otherwise forced to vacate your Supply Address your obligation to pay us for electricity consumed at your Supply Address will end on the date you give notice to us.

Your obligation to pay may terminate earlier when:

- another customer enters into a contract for sale of electricity to the Supply Address;
- the supply address is disconnected; or
- another retailer becomes responsible for the Supply Address.

##### 2.4 Termination by you

If you have a deemed contract under section 37 of the **Electricity Industry Act 2000** and you wish to terminate this contract you do not need to give notice to us.

**2.5 Termination by us**

We may terminate your contract if:

- (a) you do not pay us and under the Retail Code, we have disconnected your electricity and you no longer have a right to be reconnected; or
- (b) you transfer to another retailer for supply of electricity for the Supply Address, whichever occurs first.

**2.6 Effect of termination**

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;
- (b) we will have no obligation to supply electricity to you.

**3 Price****3.1 Amount**

We will charge you an amount for the electricity and any other services which we supply to you, which we will calculate in accordance with the relevant tariff referred to in schedule 1, or as varied by us and notified to you under clause 3.2 (“**Price**”).

**3.2 Variation**

We will give you notice in accordance with the Retail Code of any variation of the Price as soon as practicable and in any event, no later than your next bill.

**4 Billing and payment****4.1 Frequency of bills**

We will bill you at least every three months unless we agree with you otherwise where this is permitted by the Retail Code. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code. If however, on 31 December 2001 you were a franchise customer (within the meaning of the Retail Code) and you were on a monthly billing cycle, then we would continue to bill you on those same terms.

**4.2 Content**

Your bills will include, amongst other things (see the Retail Code):

- (a) your name and account number, supply address and relevant mailing address;
- (b) the National Meter Identifier (“**NMI**”) assigned to your meter at your Supply Address and the NMI checksum or, if there is no assigned NMI, the meter number or another unique identifying mark assigned to the metering installation;
- (c) the period covered by the bill
- (d) the relevant tariff or tariffs which apply to you;
- (e) The total amount of electricity consumed in the period
- (f) the amount payable by you;
- (g) the “pay by date”; and
- (h) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies.
- (i) if we directly pass through a network charge to you, the separate amount of the network charge;
- (j) the amount of arrears or credit and the amount of any refundable advance provided by you;
- (k) a summary of payment methods and payment arrangement options;
- (l) if you are a domestic customer (within the meaning of the Retail Code) details of the availability of concessions;
- (m) a telephone number for billing and payment enquiries and a 24 hour contact telephone number for faults and emergencies;

- (n) in relevant languages, details of interpreter services;
- (o) other than for your first bill from us, a graph showing your consumption for the period covered by the bill and the extent date is available:
  - (i) your consumption for each billing period over the past 12 months; and
  - (ii) a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and
- (p) if we are charging you for goods and services other than electricity on the bill, a charge for the other goods or services as a separate item with a description of the goods or services supplied.

#### **4.3 Bundled Charges**

On request we will provide you with reasonable information on network charges, retail charges and any other charges relating to the sale or supply of electricity comprised in the amount payable under your bill.

#### **4.4 Estimated readings**

Wherever possible, the bill will be based on an actual read of your electricity meter.

If we cannot reasonably or reliably base a bill on our reading of your electricity meter and we are permitted to do so by the Retail Code we may provide you with an estimated bill based on:

- (a) your reading of your electricity meter;
- (b) your prior billing history; or
- (c) if we do not have your prior billing history, average usage of electricity at the relevant tariff calculated over the period covered by the bill.

In any event, we will use our best endeavours, to ensure that your meter is read at least once every 12 months.

We may also provide you with an estimated bill in accordance with applicable laws and guidelines if you are transferring from another retailer.

We agree to use our best endeavours to read your meter at least once every 12 months and adjust your bill accordingly.

#### **4.5 Access**

You will allow us (including our agents) and our equipment safe, convenient and unhindered access to the Supply Address to read your meter. If we cannot read your meter due to your actions or omissions, we may estimate your bill and may charge you an additional amount if you later request a bill based on an actual reading.

#### **4.6 Date for payment**

You agree to pay us the amount specified in each bill by the "pay by date" specified in the bill in accordance with the Retail Code.

#### **4.7 Payment methods**

You may pay your bill using any of the following arrangements:

- (a) in person at an agency or payment outlet;
- (b) by mail;
- (c) by direct debit (if you have agreed with us in writing as to the matters listed in section 7.2(b) of the Retail Code); and
- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

#### **4.8 Additional amounts**

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;

- (b) we make a different billing cycle available to you and you agree to this;
- (c) we are unable to read your meter due to an act or omission by you and later request a bill based on an actual reading (see clause 4.5); or
- (d) we are otherwise permitted to do so under the Electricity Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

#### **4.9 Review of bill**

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

#### **4.10 Outcome of disputes**

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the Retail Code.

#### **4.11 Adjustments**

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the Retail Code.

#### **4.12 Financial hardship**

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the “pay by date”, you must notify us; or
- (b) we believe that you may not be able to pay a bill by the “pay by” date, then we will offer you a range of alternative payment arrangements (including instalment plans) to assist you to pay us (see the Retail Code).

#### **4.13 Shortened collection cycle**

We may shorten your collection cycle in accordance with the Retail Code.

#### **4.14 Assessment and assistance to domestic customers**

If:

- (a) you are a Domestic Customer and you contact us under clause 4.13 and you do not agree on an alternative payment arrangement; or
- (b) we otherwise believe you are experiencing repeated difficulties in payment your bill or requires payment assistance,

we must:

- (1) assess in a timely way whatever information you provide or we otherwise have concerning your capacity to pay, taking into account advice from an independent financial counsellor if we are unable to adequately make that assessment;
- (2) on request, make available to you documentary evidence of our assessment;
- (3) unless you have in the previous 12 months failed to comply with two instalment plans and do not provide a reasonable assurance to us that you are willing to meet payment obligations under a further instalment plan, offer you an instalment plan; and
- (4) provide you with details on concessions including the Utility Relief Grant Scheme, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

**5 Disconnection or reduction of supply and reconnection****5.1 Disconnection, interruption, discontinuation or reduction.**

If you so request, or we are permitted to do so under the Electricity Law, we may disconnect, interrupt, discontinue or reduce the supply of electricity to you at the Supply Address.

**5.2 Non-payment of a bill**

We may only disconnect you for non payment of a bill if you fail to pay us by the pay by date of a bill if:

- (a) the failure does not relate to an instalment under your first instalment plan with us;
- (b) we have given you:
  - (i) a reminder notice not less than 14 business days from the date of dispatch of the bill. The reminder notice must include a new pay by date which is not less than 20 business days from the date of dispatch of the bill; and
  - (ii) a disconnection warning not less than 22 business days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 business days from the date of dispatch of the bill;
- (c) we have included in the disconnection warning:
  - (i) a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the disconnection warning; and
  - (ii) a telephone number for payment assistance enquiries; and
- (d) if you have called that telephone number, we have responded to your enquiry and have provided advice on financial assistance,

and, before disconnection, you:

- (e) do not provide a reasonable assurance to us that you are willing to pay our bills; or
- (f) do so, but then:
  - (i) do not pay us the amount payable by the pay by date on the relevant disconnection warning. This does not apply if you have agreed with us to a new payment arrangement;
  - (ii) do not agree to a new payment arrangement within 5 business days after the date of receipt of the disconnection warning; or
  - (iii) do not make payments under such a new payment arrangement.

To avoid doubt, if you do not agree to such a new payment arrangement or do not so make payments under such a new payment arrangement, we may disconnect you without again having to observe this clause.

**5.3 Domestic customers without sufficient income**

We may not disconnect you, if the failure to pay our bill occurs through lack of sufficient income until we have also complied with clause 4.16 using our best endeavours to contact you in person or by telephone, and you have not accepted an instalment plan within five business days of our offer.

**5.4. Denying access to the meter**

We may disconnect you if you deny access to the supply address for the purpose of reading the meter for three consecutive bills in the your billing cycle but only if:

- (a) we have:
  - (i) used our best endeavours, including contacting you in person or by telephone, to give you an opportunity to offer reasonable alternative access arrangements;
  - (ii) each time access is denied, we or the meter reader has given you a notice requesting access to the meter; and
  - (iii) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide access to us or the meter reader.

**5.5 Refusal to provide refundable advance**

We may disconnect you if you refuse when required to provide a refundable advance but only if:

- (a) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide the refundable advance.

**5.6 No Disconnection**

Despite clause 5.2, 5.3, 5.4 and 5.5, we must not disconnect you:

- (a) for non-payment of a bill:
  - (i) where the amount payable is less than any amount approved for this purpose in the Electricity Guidelines;
  - (ii) if you have made a complaint directly related to the non-payment of the bill, to the Energy and Water Ombudsman of Victoria or another external dispute resolution body and the complaint remains unresolved;
  - (iii) you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
  - (iv) if the only charge you have not paid is a charge not for the supply or sale of electricity;
- (b) if your supply address is registered by us or a Distributor as a medical exemption supply address.
- (c) unless otherwise requested by you:
  - (i) after 2pm (for a domestic customer) or 3pm (for a business customer) on a weekday; or
  - (ii) on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

**5.7 Reconnection**

If we have disconnected your supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or
- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply within the time specified in the Retail Code.

**5.8 Force Majeure**

- (a) If but for this clause 5.8 either you or us would commit a Force Majeure Breach of this contract:
  - (i) the obligations you or us have under our contract, as the case may be, are suspended to the extent to which they are affected by the Force Majeure Event as long as the Force Majeure Event continues; and
  - (ii) the person affected must give the other prompt notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

- (b) For the purposes of clause 5.8(a), if the effects of a Force Majeure Event are widespread we will be deemed to have given you prompt notice if we make the necessary information available to you by way of a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event or otherwise as soon as practicable.
- (c) A person claiming a Force Majeure Event must use their best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either of us to settle any industrial dispute in any way we do not want to.

### **5.9 Cooling-off Period**

If under either the Retail Code or the **Fair Trading Act 1999** you have the right to cancel this contract then you may cancel this contract within any applicable cooling-off period as specified in the Retail Code or any relevant Electricity Guideline.

## **6 Refundable Advances**

### **6.1 Domestic Customers**

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) you owe an electricity supplier an Outstanding Amount (having regard to any relevant Electricity Guideline); or
- (b) within the previous two years you have used electricity otherwise than in accordance with applicable laws and Codes; or
- (c) if you are a new customer, you have refused to provide us with acceptable identification; or
- (d) we consider that you have an unsatisfactory credit rating (having regard to any relevant Electricity Guideline) and we have offered you an instalment plan and you have not accepted that offer.

### **6.2 Business Customers**

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us, having regard to any relevant Electricity Guideline; or
- (b) you do not have a satisfactory electricity account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a Refundable Advance.

### **6.3 Amount**

The amount of a Refundable Advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Supply Address over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or
- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

### **6.4 Interest**

We will pay you interest on the amount of your Refundable Advance in accordance with the Retail Code.

### **6.5 Use of Refundable Advance**

We will only use and will repay your Refundable Advance in accordance with the Retail Code.

### **6.6 Credit assessment**

You authorise us to conduct a credit assessment on you.

**7 Connections****7.1 Application**

If you want to be connected at your Supply Address by us you must make an application to us and provide to us:

- (a) acceptable identification;
- (b) your contact details; and
- (c) if your request relates to a rental property, contact details for the property owner or the owner's agents.

**7.2 Our obligation to Connect**

We must connect you at your supply address as soon as practicable after you apply for a connection in accordance with clause 7.1 and comply with any obligation in respect of this under the Retail Code.

**7.3 New connections**

If we arrange with you to physically connect you to the network, we may require you to pay a connection charge to us up front or bill you separately for this amount.

**8 Customer information****8.1 Confidentiality**

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Electricity Guideline.

**8.2 Changes**

You agree that if you change any of your details which are known to us, you will tell us.

**8.3 Other services**

If we are not prevented from doing so by any relevant Code or Electricity Guideline, or licence requirement, you give your explicit informed consent (as defined in the Retail Code) to us using your details to advise you of the availability of other services which we, or companies related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

**9 Dispute resolution**

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and attempt to resolve the complaint or dispute.

If you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman (Victoria).

**PART 2: OBLIGATIONS IN RESPECT OF ELECTRICITY DISTRIBUTION****10 Access**

You will allow us (and for the purposes of this clause, "us" includes our agents and your Distributor), and our equipment safe, convenient and unhindered access to the Supply Address:

- (a) to read your meter;
- (b) to connect, disconnect or reconnect your supply;
- (c) to inspect or test any electrical equipment on the Supply Address;
- (d) to undertake repairs, testing or maintenance of the distribution system; and
- (e) to clear vegetation from electric lines on the Supply Address.

**11 Other obligations you must comply with**

You agree to:

- (a) if you are a Domestic Customer or a business Customer comply with the provisions of the Distribution Code insofar as applicable to a Domestic or Business Customer, as the case may be, and to allow your Distributor to enforce its rights under that Distribution Code;



- (b) comply with the Electricity Law;
- (c) ensure that:
  - (i) the distribution network; or
  - (ii) the quality of our supply to other customers, is not adversely affected by your actions or equipment;
- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connection services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to the Retail Code and any relevant Electricity Guideline, your details; and
- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Electricity Law from time to time.

### **PART 3: GENERAL**

#### **12 Interpretation**

##### **12.1 Definitions**

In this document:

“Business Customer” means a customer who is not a Domestic Customer.

“Distribution Code” means the Electricity Distribution Code approved by the ORG.

“Distributor” means the holder of the distribution licence in respect of the network to which your Supply Address are connected.

“Domestic Customer” means a customer who purchases electricity principally for personal, domestic or household use.

“Electricity Guideline” is defined in the Retail Code.

“Electricity Law” means all relevant legislation, statutes, regulations, codes, guidelines, orders in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian region of the National Electricity Market and includes the Retail Code, the Distribution Code, the **Electricity Industry Act 2000**, the **Electricity Safety Act 1998** and the National Electricity Law.

“Force Majeure Breach” means a breach by a party to this contract, which but for clause 5.7, that person would commit only through a Force Majeure Event.

“Force Majeure Event” means an event outside the reasonable control of a party to this contract.

“Internet Billing” is defined in clause 4.1.

“Internet Billing System” means the online bill presentation and payment service.

“ORG” means the Office of the Regulator-General or its successor.

“Outstanding Amount” means an amount owing in respect of a previous supply address or a former electricity supplier, which exceeds the amount nominated by the ORG in any relevant Electricity Guideline.

“Refundable Advance” means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

“Retail Code” means the Electricity Retail Code approved by the ORG.

“Supply Address” means the premises where you take supply from us under these terms and conditions.

##### **12.2 General**

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;

- (b) the singular includes the plural and vice versa;
- (c) 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;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

### **13 Access to information**

#### **13.1 Retail Code**

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will inform you of any changes to the Retail Code which affect you.

#### **13.2 Customer Charter**

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

#### **13.3 Historical billing data**

You may request your historical billing information for any period from us and we will provide you with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous two years.

#### **13.4 Internet access**

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website, [www.originenergy.com.au](http://www.originenergy.com.au)

#### **13.5 Available tariffs and variations**

If you so request, we will provide you with reasonable information on the tariffs we offer you in accordance with the Retail Code.

If we vary any tariff which affects you, we will notify you in accordance with the Retail Code.

#### **13.6 Concessions**

We will provide you with information on all concessions if you so request.

#### **13.7 Energy efficiency advice**

We will provide you with energy efficiency advice if you so request.

### **14 Miscellaneous**

#### **14.1 Variation**

Your contract may be varied as contemplated by the Retail Code and section 38 of the **Electricity Industry Act 2000**.

#### **14.2 Quality of supply**

You acknowledge that the quality, frequency and continuity of supply of electricity is subject to a variety of factors which include accidents, weather and acts of others. Accordingly, the nature of electricity is such that we cannot guarantee to you:

- (a) the quality or frequency of the electricity we supply; or
- (b) the continuity of supply of electricity to you.

#### **14.3 Preservation of legislative provisions**

These standard terms and conditions do not vary or exclude the operation of sub-section 78(1) of the National Electricity Law or sub-sections 117(1) or (2) of the **Electricity Industry Act 2000**.

**14.4 Business Customer's Precautions**

If you are a business customer you must take all reasonable precautions to minimise the risk of loss or damage to any of your equipment, premises or business which may result from poor quality or a liability of the electricity supplier.

**14.5 Limit on Liability**

Our liability under these terms and conditions for breach of any term implied by Division 2 of Part V of the **Trade Practices Act 1974** is limited to the maximum extent permitted by section 68A of that Act. That is, our liability for breach of this contract may be limited to:

- (a) cost of resupply of electricity; or
- (b) the payment of the cost of having the electricity supplied to you again.

**14.6 Terms of the Retail Code and Electricity Law**

If any matter the subject of a term of the Retail Code is not expressly dealt with in these standard term and conditions, the term of the Retail Code is incorporated in these terms and conditions.

If there is any inconsistency between a provision of the Electricity Law and these standard terms and conditions, the provisions of the Electricity Law will prevail. In particular, where these standard terms and conditions expressly deal with a matter which is the subject of a term of the Retail Code, to the extent of any inconsistency the relevant standard term or condition is void and the term of the Retail Code is deemed to form part of your contract in its place

Where this document contemplates you or us exercising a right or performing an obligation as permitted or required by or otherwise in accordance with or as set out in or contemplated by the Retail Code, you or we must exercise that right or perform that obligation on the basis that the relevant term or condition of the Retail Code is a term or condition of your contract.

**15 GST**

**15.1** Any amount payable by you or consideration provided by you or us under these terms and conditions which:

- (a) is consideration for "taxable supplies" for the purpose of the GST Law; and
- (b) do not include GST,

will be increased by the amount of the GST payable in relation to that taxable supply.

**15.2** All GST payable by a party must be paid at the same time as the payment to which it relates is payable or where there is no payment, as reasonably requested by the party required to remit that GST.

**15.3** The tariffs gazetted will be inclusive of GST.

**SCHEDULE 1 – PRICES (CLAUSE 3.1)**

The relevant tariff at any time is the tariff which has been determined by Us and published in the Government Gazette, and which applies at that time to you.

**Electricity Act 2000**

## ORIGIN ENERGY ELECTRICITY LTD

## Standard Terms and Conditions for Standing Offers

These standard terms and conditions apply on and from 1 January 2002 to contracts for the sale and supply of electricity created when a customer accepts a standing offer under section 35 of the **Electricity Industry Act 2000**.

In these standard terms and conditions:

**We** and **Us** means Origin Energy Electricity Ltd (ACN 071 052 287) of Level 39, 50 Bridge Street, Sydney, NSW, 2000, and **our** has a corresponding meaning.

**You** means the person taking a supply of electricity from us at the Supply Address and **your** has a corresponding meaning.

**PART 1: RELATIONSHIP WITH YOUR RETAILER****1 Supply and sale****1.1 Obligation to sell and supply**

We will:

- (a) sell electricity and related services to you;
- (b) arrange for the delivery of electricity to the Supply Address.

**1.2 Obligation to pay**

You will pay us for the electricity and related services we supply, any services we use to deliver the electricity to the Supply Address and any additional amounts contemplated by these standard terms and conditions.

**2 Term****2.1 Commencement**

Your contract will commence when you accept our offer to supply you on these terms and conditions.

**2.2 Duration**

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

**2.3 Vacating Supply Address (moving property)**

If you intend to vacate your Supply Address you must give us:

- (a) notice of the date on which you intend to vacate the Supply Address; and
- (b) a forwarding address where we can send a final bill.

Subject to this clause, your obligation to pay us for electricity consumed at your Supply Address continues until, and terminates with effect from, 3 business days after the date of the notice or when you vacate the supply address (whichever occurs last).

If you were evicted or otherwise forced to vacate your Supply Address your obligation to pay us for electricity consumed at your Supply Address will end on the date you give notice to us.

Your obligation to pay may terminate earlier when:

- another customer enters into a contract for sale of electricity to the Supply Address;
- the supply address is disconnected; or
- another retailer becomes responsible for the Supply Address.

**2.4 Termination by you**

If you have accepted our offer under section 35 of the **Electricity Industry Act 2000** and you wish to terminate your contract, you must give us 28 days' notice.

**2.5 Termination by us**

We may terminate your contract if:

- (a) you do not pay us and under the Retail Code, we have disconnected your electricity and you no longer have a right to be reconnected; or
- (b) you transfer to another retailer for supply of electricity for the Supply Address, whichever occurs first.

**2.6 Effect of termination**

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;
- (b) we will have no obligation to supply electricity to you.

**3 Price****3.1 Amount**

We will charge you an amount for the electricity and any other services which we supply to you, which we will calculate in accordance with the relevant tariff referred to in schedule 1, or as varied by us and notified to you under clause 3.2 (“**Price**”).

**3.2 Variation**

We will give you notice in accordance with the Retail Code of any variation of the Price as soon as practicable and in any event, no later than your next bill.

**4 Billing and payment****4.1 Internet Billing**

We may provide your bills online through internet billing (“**Internet Billing**”) and if we offer to provide Internet Billing then you may elect to receive your bills online. If you do, then during any period when you use Internet Billing, these standard terms and conditions will apply subject to the amendments in schedule 2. Otherwise you will receive your bills by ordinary post.

**4.2 Frequency of bills**

We will bill you at least every three months unless we agree with you otherwise where this is permitted by the Retail Code. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code.

**4.3 Content**

Your bills will include, amongst other things (see the Retail Code):

- (a) your name and account number, supply address and relevant mailing address;
- (b) the National Meter Identifier (“**NMI**”) assigned to your meter at your Supply Address and the NMI checksum or, if there is no assigned NMI, the meter number or another unique identifying mark assigned to the metering installation;
- (c) the period covered by the bill
- (d) the relevant tariff or tariffs which apply to you;
- (e) The total amount of electricity consumed in the period
- (f) the amount payable by you;
- (g) the “pay by date”; and
- (h) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies.
- (i) if we directly pass through a network charge to you, the separate amount of the network charge;
- (j) the amount of arrears or credit and the amount of any refundable advance provided by you;
- (k) a summary of payment methods and payment arrangement options;

- (l) if you are a domestic customer (within the meaning of the Retail Code) details of the availability of concessions;
- (m) a telephone number for billing and payment enquiries and a 24 hour contact telephone number for faults and emergencies;
- (n) in relevant languages, details of interpreter services;
- (o) other than for your first bill from us, a graph showing your consumption for the period covered by the bill and the extent date is available:
  - (i) your consumption for each billing period over the past 12 months; and
  - (ii) a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and
- (p) if we are charging you for goods and services other than electricity on the bill, a charge for the other goods or services as a separate item with a description of the goods or services supplied.

#### **4.4 Bundled Charges**

On request we will provide you with reasonable information on network charges, retail charges and any other charges relating to the sale or supply of electricity comprised in the amount payable under your bill.

#### **4.5 Estimated readings**

Wherever possible, the bill will be based on an actual read of your electricity meter.

If we cannot reasonably or reliably base a bill on our reading of your electricity meter and we are permitted to do so by the Retail Code we may provide you with an estimated bill based on:

- (a) your reading of your electricity meter;
- (b) your prior billing history; or
- (c) if we don't have your prior billing history, average usage of electricity at the relevant tariff calculated over the period covered by the bill.

In any event, we will use our best endeavours, to ensure that your meter is read at least once every 12 months.

We may also provide you with an estimated bill in accordance with applicable laws and guidelines if you are transferring from another retailer

We agree to use our best endeavours to read your meter at least once every 12 months and adjust your bill accordingly.

#### **4.6 Access**

You will allow us (including our agents) and our equipment safe, convenient and unhindered access to the Supply Address to read your meter. If we cannot read your meter due to your actions or omissions, we may estimate your bill and may charge you an additional amount if you later request a bill based on an actual reading.

#### **4.7 Date for payment**

You agree to pay us the amount specified in each bill by the "pay by date" specified in the bill in accordance with the Retail Code.

#### **4.8 Payment methods**

You may pay your bill using any of the following arrangements:

- (a) in person at an agency or payment outlet;
- (b) by mail;
- (c) by direct debit (if you have agreed with us in writing as to the matters listed in section 7.2(b) of the Retail Code); and
- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

**4.9 Additional amounts**

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;
- (b) we make a different billing cycle available to you and you agree to this;
- (c) we are unable to read your meter due to an act or omission by you and later request a bill based on an actual reading (see clause 4.5); or
- (d) we are otherwise permitted to do so under the Electricity Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

**4.10 Review of bill**

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

**4.11 Outcome of disputes**

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the Retail Code.

**4.12 Adjustments**

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the Retail Code.

**4.13 Financial hardship**

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the "pay by date", you must notify us; or
- (b) we believe that you may not be able to pay a bill by the "pay by" date,  
then we will offer you a range of alternative payment arrangements (including instalment plans) to assist you to pay us (see the Retail Code).

**4.14 Shortened collection cycle**

We may shorten your collection cycle in accordance with the Retail Code.

**4.15 Instalment plans**

If you and we agree to an instalment plan for payment to us, you may not use Internet Billing.

**4.16 Assessment and assistance to domestic customers**

If:

- (a) you are a Domestic Customer and you contact us under clause 4.13 and you do not agree on an alternative payment arrangement; or
- (b) we otherwise believe you are experiencing repeated difficulties in payment your bill or requires payment assistance,

we must:

- (1) assess in a timely way whatever information you provide or we otherwise have concerning your capacity to pay, taking into account advice from an independent financial counsellor if we are unable to adequately make that assessment;
- (2) on request, make available to you documentary evidence of our assessment;
- (3) unless you have in the previous 12 months failed to comply with two instalment plans and do not provide a reasonable assurance to us that you are willing to meet payment obligations under a further instalment plan, offer you an instalment plan; and

- (4) provide you with details on concessions including the Utility Relief Grant Scheme, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

## **5 Disconnection or reduction of supply and reconnection**

### **5.1 Disconnection, interruption, discontinuation or reduction.**

If you so request, or we are permitted to do so under the Electricity Law, we may disconnect, interrupt, discontinue or reduce the supply of electricity to you at the Supply Address.

### **5.2 Non-payment of a bill**

We may only disconnect you for non payment of a bill if you fail to pay us by the pay by date of a bill if:

- (a) the failure does not relate to an instalment under your first instalment plan with us;
  - (b) we have given you:
    - (i) a reminder notice not less than 14 business days from the date of dispatch of the bill. The reminder notice must include a new pay by date which is not less than 20 business days from the date of dispatch of the bill; and
    - (ii) a disconnection warning not less than 22 business days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 business days from the date of dispatch of the bill;
  - (c) we have included in the disconnection warning:
    - (i) a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the disconnection warning; and
    - (ii) a telephone number for payment assistance enquiries; and
  - (d) if you have called that telephone number, we have responded to your enquiry and have provided advice on financial assistance,
- and, before disconnection, you:
- (e) do not provide a reasonable assurance to us that you are willing to pay our bills; or
  - (f) do so, but then:
    - (i) do not pay us the amount payable by the pay by date on the relevant disconnection warning. This does not apply if you have agreed with us to a new payment arrangement;
    - (ii) do not agree to a new payment arrangement within 5 business days after the date of receipt of the disconnection warning; or
    - (iii) do not make payments under such a new payment arrangement.

To avoid doubt, if you do not agree to such a new payment arrangement or do not so make payments under such a new payment arrangement, we may disconnect you without again having to observe this clause.

### **5.3 Domestic customers without sufficient income**

We may not disconnect you, if the failure to pay our bill occurs through lack of sufficient income until we have also complied with clause 4.16 using our best endeavours to contact you in person or by telephone, and you have not accepted an instalment plan within five business days of our offer.

### **5.4 Denying access to the meter**

We may disconnect you if you deny access to the supply address for the purpose of reading the meter for three consecutive bills in the your billing cycle but only if:

- (a) we have:
  - (i) used our best endeavours, including contacting you in person or by telephone, to give you an opportunity to offer reasonable alternative access arrangements;
  - (ii) each time access is denied, we or the meter reader has given you a notice requesting access to the meter; and



- (iii) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide access to us or the meter reader.

#### **5.5 Refusal to provide refundable advance**

We may disconnect you if you refuse when required to provide a refundable advance but only if:

- (a) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide the refundable advance.

#### **5.6 No Disconnection**

Despite clause 5.2, 5.3, 5.4 and 5.5, we must not disconnect you:

- (a) for non-payment of a bill:
  - (i) where the amount payable is less than any amount approved for this purpose in the Electricity Guidelines;
  - (ii) if you have made a complaint directly related to the non-payment of the bill, to the Energy and Water Ombudsman of Victoria or another external dispute resolution body and the complaint remains unresolved;
  - (iii) you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
  - (iv) if the only charge you have not paid is a charge not for the supply or sale of electricity;
- (b) if your supply address is registered by us or a Distributor as a medical exemption supply address.
- (c) unless otherwise requested by you:
  - (i) after 2pm (for a domestic customer) or 3pm (for a business customer) on a weekday; or
  - (ii) on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

#### **5.7 Reconnection**

If we have disconnected your supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or
- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply within the time specified in the Retail Code.

#### **5.8 Force Majeure**

- (a) If but for this clause 5.8 either you or us would commit a Force Majeure Breach of this contract:
  - (i) the obligations you or us have under our contract, as the case may be, are suspended to the extent to which they are affected by the Force Majeure Event as long as the Force Majeure Event continues; and

- (ii) the person affected must give the other prompt notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- (b) For the purposes of clause 5.8(a), if the effects of a Force Majeure Event are widespread we will be deemed to have given you prompt notice if we make the necessary information available to you by way of a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event or otherwise as soon as practicable.
- (c) A person claiming a Force Majeure Event must use their best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either of us to settle any industrial dispute in any way we do not want to.

### **5.9 Cooling-off Period**

If under either the Retail Code or the **Fair Trading Act 1999** you have the right to cancel this contract then you may cancel this contract within any applicable cooling-off period as specified in the Retail Code or any relevant Electricity Guideline.

## **6 Refundable Advances**

### **6.1 Domestic Customers**

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) you owe an electricity supplier an Outstanding Amount (having regard to any relevant Electricity Guideline); or
- (b) within the previous two years you have used electricity otherwise than in accordance with applicable laws and Codes; or
- (c) if you are a new customer, you have refused to provide us with acceptable identification; or
- (d) we consider that you have an unsatisfactory credit rating (having regard to any relevant Electricity Guideline) and we have offered you an instalment plan and you have not accepted that offer.

### **6.2 Business Customers**

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us, having regard to any relevant Electricity Guideline; or
- (b) you do not have a satisfactory electricity account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a Refundable Advance.

### **6.3 Amount**

The amount of a Refundable Advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Supply Address over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or
- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

### **6.4 Interest**

We will pay you interest on the amount of your Refundable Advance in accordance with the Retail Code.

**6.5 Use of Refundable Advance**

We will only use and will repay your Refundable Advance in accordance with the Retail Code.

**6.6 Credit assessment**

You authorise us to conduct a credit assessment on you.

**7 Connections**

**7.1 Application**

If you want to be connected at your Supply Address by us you must make an application to us and provide to us:

- (a) acceptable identification;
- (b) your contact details; and
- (c) if your request relates to a rental property, contact details for the property owner or the owner's agents.

**7.2 Our obligation to Connect**

We must connect you at your supply address as soon as practicable after you apply for a connection in accordance with clause 7.1 and comply with any obligation in respect of this under the Retail Code.

**7.3 New connections**

If we arrange with you to physically connect you to the network, we may require you to pay a connection charge to us up front or bill you separately for this amount.

**8 Customer information**

**8.1 Confidentiality**

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Electricity Guideline.

**8.2 Changes**

You agree that if you change any of your details which are known to us, you will tell us.

**8.3 Other services**

If we are not prevented from doing so by any relevant Code or Electricity Guideline, or licence requirement, you give your explicit informed consent (as defined in the Retail Code) to us using your details to advise you of the availability of other services which we, or companies related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

**9 Dispute resolution**

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and attempt to resolve the complaint or dispute.

If you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman (Victoria).

**PART 2: OBLIGATIONS IN RESPECT OF ELECTRICITY DISTRIBUTION**

**10 Access**

You will allow us (and for the purposes of this clause, "us" includes our agents and your Distributor), and our equipment safe, convenient and unhindered access to the Supply Address:

- (a) to read your meter;
- (b) to connect, disconnect or reconnect your supply;
- (c) to inspect or test any electrical equipment on the Supply Address;
- (d) to undertake repairs, testing or maintenance of the distribution system; and
- (e) to clear vegetation from electric lines on the Supply Address.

**11 Other obligations you must comply with**

You agree to:

- (a) if you are a Domestic Customer or a Business Customer, comply with the provisions of the Distribution Code insofar as applicable to a Domestic Customer or Business Customer, as the case may be, and to allow your Distributor to enforce its rights under that Distribution Code;
- (b) comply with the Electricity Law;
- (c) ensure that:
  - (i) the distribution network; or
  - (ii) the quality of our supply to other customers,
 is not adversely affected by your actions or equipment;
- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connection services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to the Retail Code and any relevant Electricity Guideline, your details; and
- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Electricity Law from time to time.

**PART 3: GENERAL****12 Interpretation****12.1 Definitions**

In this document:

“Business Customer” means a customer who is not a Domestic Customer.

“Distribution Code” means the Electricity Distribution Code approved by the ORG.

“Distributor” means the holder of the distribution licence in respect of the network to which your Supply Address are connected.

“Domestic Customer” means a customer who purchases electricity principally for personal, domestic or household use.

“Electricity Guideline” is defined in the Retail Code.

“Electricity Law” means all relevant legislation, statutes, regulations, codes, guidelines, orders in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian region of the National Electricity Market and includes the Retail Code, the Distribution Code, the **Electricity Industry Act 2000**, the **Electricity Safety Act 1998** and the National Electricity Law.

“Force Majeure Breach” means a breach by a party to this contract, which but for clause 5.7, that person would commit only through a Force Majeure Event.

“Force Majeure Event” means an event outside the reasonable control of a party to this contract.

“Internet Billing” is defined in clause 4.1.

“Internet Billing System” means the online bill presentation and payment service.

“ORG” means the Office of the Regulator-General or its successor.

“Outstanding Amount” means an amount owing in respect of a previous supply address or a former electricity supplier, which exceeds the amount nominated by the ORG in any relevant Electricity Guideline.

“Refundable Advance” means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

“Retail Code” means the Electricity Retail Code approved by the ORG.

“Supply Address” means the premises where you take supply from us under these terms and conditions.

## **12.2 General**

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) 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;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

## **13 Access to information**

### **13.1 Retail Code**

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will inform you of any changes to the Retail Code which affect you.

### **13.2 Customer Charter**

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

### **13.3 Historical billing data**

You may request your historical billing information for any period from us and we will provide you with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous two years.

### **13.4 Internet access**

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website, [www.originenergy.com.au](http://www.originenergy.com.au)

### **13.5 Available tariffs and variations**

If you so request, we will provide you with reasonable information on the tariffs we offer you in accordance with the Retail Code.

If we vary any tariff which affects you, we will notify you in accordance with the Retail Code.

### **13.6 Concessions**

We will provide you with information on all concessions if you so request.

### **13.7 Energy efficiency advice**

We will provide you with energy efficiency advice if you so request.

## **14 Miscellaneous**

### **14.1 Variation**

We may vary your contract in accordance with the Retail Code or under section 35 of the **Electricity Industry Act 2000** by the publication of a notice in the Government Gazette and approval from the ORG.

### **14.2 Quality of supply**

You acknowledge that the quality, frequency and continuity of supply of electricity is subject to a variety of factors which include accidents, weather and acts of others. Accordingly, the nature of electricity is such that we cannot guarantee to you:

- (a) the quality or frequency of the electricity we supply; or
- (b) the continuity of supply of electricity to you.

**14.3 Preservation of legislative provisions**

These standard terms and conditions do not vary or exclude the operation of sub-section 78(1) of the National Electricity Law or sub-sections 117(1) or (2) of the **Electricity Industry Act 2000**.

**14.4 Business Customer's Precautions**

If you are a business customer you must take all reasonable precautions to minimise the risk of loss or damage to any of your equipment, premises or business which may result from poor quality or a liability of the electricity supplier.

**14.5 Limit on Liability**

Our liability under these terms and conditions for breach of any term implied by Division 2 of Part V of the **Trade Practices Act 1974** is limited to the maximum extent permitted by section 68A of that Act. That is, our liability for breach of this contract may be limited to:

- (a) cost of resupply of electricity ; or
- (b) the payment of the cost of having the electricity supplied to you again.

**14.6 Terms of the Retail Code and Electricity Law**

If any matter the subject of a term of the Retail Code is not expressly dealt with in these standard term and conditions, the term of the Retail Code is incorporated in these terms and conditions.

If there is any inconsistency between a provision of the Electricity Law and these standard terms and conditions, the provisions of the Electricity Law will prevail. In particular, where these standard terms and conditions expressly deal with a matter which is the subject of a term of the Retail Code, to the extent of any inconsistency the relevant standard term or condition is void and the term of the Retail Code is deemed to form part of your contract in its place

Where this document contemplates you or us exercising a right or performing an obligation as permitted or required by or otherwise in accordance with or as set out in or contemplated by the Retail Code, you or we must exercise that right or perform that obligation on the basis that the relevant term or condition of the Retail Code is a term or condition of your contract.

If there is any inconsistency between a provision of the Electricity Law and these standard terms and conditions:

- (a) the provisions of the Electricity Law will prevail;
- (b) those provisions of the Electricity Law will be deemed to be incorporated in these standard terms and conditions in place of the inconsistent terms

**15 GST**

**15.1** Any amount payable by you or consideration provided by you or us under these terms and conditions which:

- (a) is consideration for "taxable supplies" for the purpose of the GST Law; and
- (b) do not include GST,

will be increased by the amount of the GST payable in relation to that taxable supply.

**15.2** All GST payable by a party must be paid at the same time as the payment to which it relates is payable or where there is no payment, as reasonably requested by the party required to remit that GST.

**15.3** The tariffs gazetted will be inclusive of GST.

**SCHEDULE 1 – PRICES (CLAUSE 3.1)**

The relevant tariff at any time is the tariff which has been determined by Us and published in the Government Gazette, and which applies at that time to you.

**SCHEDULE 2 – INTERNET BILLING (CLAUSE 4.1)**

If you have elected to use Internet Billing, the standard terms and conditions will be amended in accordance with this schedule until you cease to use Internet Billing.

1. New clauses 4.1A, 4.1B and 4.1C are inserted as follows:

4.1A Cessation of Internet Billing

You may notify Australia Post through The Internet Billing System, if you no longer wish to use Internet Billing. If you do so, we will deliver your future bills by ordinary post.

4.1B Online bills

If you choose not to receive notifications of your bills by e-mail, you will access your bills directly through The Internet Billing System.

4.1C Instalment Plan

If you have elected to use Internet Billing and you wish to enter into an instalment plan with us, then you must first notify Australia Post under clause 4.1A that you no longer wish to use Internet Billing. You may then contact us to negotiate an instalment plan.

2. Clause 4.8 is deleted and replaced with:

4.8 Payment Methods

You may pay your bills:

(a) online over the internet;

(b) by telephone;

(c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments).

3. A new clause 4.17 is inserted as follows:

4.17 Failure to pay an online bill

If you fail to pay an online bill by the "pay by date" specified in that bill, we will issue any further notices (such as reminder or disconnection notices) to you by ordinary mail.

**Origin Energy Price List**  
Effective 1 January 2002

		GST Inclusive	
<b>1</b>	<b>RESIDENTIAL</b>		
<b>1.1</b>	<b>Winner Tariff GH/GL</b>		
	Energy Prices:		
	*Peak Periods (7 am to 11 pm Monday to Friday)		
	All consumption	19.69	¢/kWh
	*Off Peak Periods (All other times)		
	All consumption	7.73	¢/kWh
	Supply charge	\$45.54	/qtr
<b>1.2</b>	<b>Residential Tariffs GD and GR</b>		
	First 1020 kWh / quarter	14.98	¢/kWh
	Balance	16.67	¢/kWh
	Supply charge	\$45.54	/qtr
<b>1.3</b>	<b>Climate Saver Tariff</b>		
	Supply under this tariff is available to both GD/GR (Residential) customers and GH/GL (Winner) customers		
	1 November to 31 March	16.63	¢/kWh
	1 April to 31 October	11.11	¢/kWh
<b>1.4</b>	<b>Off-Peak Load Managed Storage Water Heating Tariff Y6/YT</b>		
	All consumption	7.73	¢/kWh
	Supply charge	\$7.23	/qtr
	Supply under Tariff Y6 is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements		
<b>1.5</b>	<b>Off-Peak Storage water heating Tariff Y8</b>		
	(Available only to installations currently taking supply under this tariff)		
	All consumption	7.73	¢/kWh
	Supply charge	\$7.23	/qtr
	Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage heaters of approved types		
<b>1.6</b>	<b>Off-Peak Solar Water Heating Tariff S4</b>		
	All consumption	5.06	¢/kWh
	Supply under Tariff S4 is:-		
	* available for 4 hours (from 3am to 7am) daily,		
	* only available with Tariff GD and is not available with any other tariff combination,		
	* available for current supplies under Tariff Y6 and Y8 where electrically approved solar water heaters have been installed (or are to be installed) or where correctly sized solar panels will be added to an existing Off-Peak electric water heater		
	* available to first time connection applicants who install an approved solar water heater or suitably sized solar panels connected to an approved Off-Peak electric water heater		



**1.7 Off-Peak Storage Space Heating Tariff J6/JT**

All consumption	7.73	¢/kWh
Supply charge	\$7.23	/qtr

Supply under Tariff J6 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6

**1.8 Off-Peak Storage Space Heating Tariff J8**

All consumption	7.73	¢/kWh
Supply charge	\$7.23	/qtr

Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8

**1.9 Off-Peak Storage Space Heating Tariff J**

All consumption	7.73	¢/kWh
Supply charge	\$7.23	/qtr

Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating tariff

**2 GENERAL PURPOSE LOW VOLTAGE****2.1 (a) General Purpose Tariff E**

First 1667 kWh/month	20.14	¢/kWh
Balance	19.53	¢/kWh
Supply Charge – on each account rendered	\$16.85	/mth

**(b) Tariff E1**

(Available only to installations currently taking supply under this tariff)

Energy Prices:

\*7am to 11 pm

– First 1667 kWh/month	21.97	¢/kWh
– Balance	18.85	¢/kWh

\*11 pm to 7am

– All consumption	7.73	¢/kWh
Supply Charge – on each account rendered	\$16.85	/mth

**2.2 Commercial Residential Tariff G**

(Available only to installations currently taking supply under this tariff)

First 1667 kWh/month	20.14	¢/kWh
Balance	19.53	¢/kWh
Supply Charge – on each account rendered	\$16.85	/mth

**2.3 Contract Demand Time-of-Use Tariff L**

Energy Prices:

\*Peak Periods (7am to 11 pm, Monday to Friday)

– All consumption	11.75	¢/kWh
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\*Off Peak Periods (All other times)

– All consumption	7.89	¢/kWh
Demand Price – Minimum chargeable demand 250 kW	\$6.80	/kW/mth
Supply Charge – on each account rendered	\$250.21	/mth

**2.4 General Purpose Time-of-Use Tariff D**

Energy Prices:

\*Peak Periods (7am to 11 pm, Monday to Friday)

– First 1667 kWh/month 22.46 ¢/kWh

– Balance 19.15 ¢/kWh

\*Off Peak Periods (All other times)

– All consumption 7.73 ¢/kWh

Supply Charge – on each account rendered \$16.85 /mth

**3 COMMUNITY SERVICE****3.1 Community Service Tariff N**

All consumption 17.46 ¢/kWh

Supply Charge – on each account rendered \$16.85 /mth

**3.2 Tariff N1**

(Available only to installations currently taking supply under this tariff)

Energy Prices:

\*7am to 11 pm

– All consumption 17.46 ¢/kWh

\*11 pm to 7am

– All consumption 7.73 ¢/kWh

Supply Charge – on each account rendered \$16.85 /mth

**4 FARM****4.1 Farm Tariff B**

Energy Prices:

– First 1667 kWh/month 20.14 ¢/kWh

– Balance 19.53 ¢/kWh

Supply Charge – on each account rendered \$16.85 /mth

**4.2 Tariff B1**

(Available only to installations currently taking supply under this tariff)

Energy Prices:

\*7am to 11 pm

– First 1667 kWh/month 21.97 ¢/kWh

– Balance 18.85 ¢/kWh

\*11 pm to 7am

– All consumption 7.73 ¢/kWh

Supply Charge – on each account rendered \$16.85 /mth

**5 GENERAL PURPOSE HIGH VOLTAGE****5.1 General Purpose Tariff E5**

(Available only to installations currently taking supply under this tariff)

Energy Prices:

\*7am to 11 pm

– First 5500 kWh/month 34.47 ¢/kWh

– Balance 22.47 ¢/kWh

\*11 pm to 7am

– All consumption 7.24 ¢/kWh

Supply Charge – on each account rendered \$24.61 /mth

**Gas Industry Act 1994**

ORIGIN ENERGY (VIC) PTY LTD

Tariffs Applicable from 1 January 2002

Under section 48MA (1) (a) and 48MC of the **Gas Industry Act 1994**, Origin Energy (Vic) Pty Ltd, ABN 11 086 013 283, has determined the following tariffs for the supply and sale of natural gas to domestic and small business customers under section 42 of the **Gas Industry Act 2001** and for the supply and sale of natural gas to former franchise customers under section 44 of the **Gas Industry Act 2001** from 1 January 2002 until such time as other tariffs are determined and gazetted.

**DOMESTIC TARIFFS**

(per meter per two months)

	(Inclusive of GST)	
	Peak Period	Off-Peak
<b>03 Domestic General</b>		
<b>Supply Charge</b>	\$16.126	\$16.126
<b>Commodity Charge</b>		
0-4000 MJ (c/MJ)	0.7986	0.7986
>4000 MJ (c/MJ)	0.9801	0.7975
<b>01/02 Multiple Residential</b>	<b>All Periods</b>	
<b>Supply Charge - Tariff 01</b>		
Meter/Regulator capacity up to 50m <sup>3</sup> /hr	\$31.32	
<b>Supply Charge - Tariff 02</b>		
Meter/Regulator capacity over 50m <sup>3</sup> /hr	\$106.37	
<b>Commodity Charge</b>		
All Gas c/MJ	1.0589	
<b>04/05 Residential Bulk Hot Water Master Meter</b>	<b>All Periods</b>	
<b>Supply Charge - Tariff 04</b>		
Meter/Regulator capacity up to 50m <sup>3</sup> /hr	\$31.32	
<b>Supply Charge - Tariff 05</b>		
Meter/Regulator capacity over 50m <sup>3</sup> /hr	\$106.37	
<b>Commodity Charge</b>		
All Gas c/MJ	1.0589	
<b>09 Gas Light (Unmetered)</b>	<b>All Periods</b>	
2 Mantles	\$32.38	
Each Mantle>2	\$16.20	
<b>10/11 Bulk Supply to Flats for Water Storage Heating</b>	<b>All Periods</b>	
<b>Supply Charge - Tariff 10</b>		
Meter/Regulator capacity up to 50m <sup>3</sup> /hr	\$31.32	
<b>Supply Charge - Tariff 11</b>		
Meter/Regulator capacity over 50m <sup>3</sup> /hr	\$106.37	
<b>Commodity Charge</b>		
All Gas c/MJ	1.1482	
<b>Hot Water Charges</b>		
c/litre	0.5701	
<b>M3 Domestic General (including Postcodes 3641, 3644, 3687 and 3730)</b>	<b>All Periods</b>	
<b>Supply Charge</b>	\$18.70	
<b>Commodity Charge</b>		
All Gas c/MJ	1.2292	
<b>G3 Domestic General (including Postcodes 3812, 3813, 3814 and 3815)</b>	<b>All Periods</b>	
<b>Supply Charge</b>	\$14.54	
<b>Commodity Charge</b>		
All Gas c/MJ	1.1728	

**COMMERCIAL AND INDUSTRIAL TARIFFS**

(per meter per two months)

	(Inclusive of GST)	
	Peak Period	Off-Peak
<b>13/21 Commercial/Industrial</b>		
<b>Supply Charge</b>		
Meter/Regulator capacity up to 100m <sup>3</sup> /hr	\$22.21	\$22.21
<b>Commodity Charge</b>		
First 100,000 MJ c/MJ	0.9808	0.7684
Next 450,000 MJ c/MJ	0.8805	0.5417
Over 550,000 MJ c/MJ	0.5121	0.4686
<b>14/22 Commercial/Industrial</b>		
<b>Supply Charge</b>		
Meter/Regulator capacity 100.1m <sup>3</sup> /hr to 850m <sup>3</sup> /hr	\$203.43	\$203.43
<b>Commodity Charge</b>		
First 100,000 MJ c/MJ	0.9807	0.7698
Next 450,000 MJ c/MJ	0.8805	0.5417
Over 550,000 MJ c/MJ	0.5121	0.4686
<b>63 Ministry of Housing</b>	<b>All Periods</b>	
All Gas c/MJ	0.5419	
<b>08 Standby Power Generation</b>		
Supply Charge Only	\$434.36	
<b>M6/M8 (including Postcodes 3641, 3644, 3687 and 3730)</b>	<b>All Periods</b>	
<b>Supply Charge</b>		
Meter/Regulator capacity up to 100m <sup>3</sup> /hr	\$22.40	
<b>Commodity Charge</b>		
All Gas c/MJ	0.9781	
<b>M7/M9 (including Postcodes 3641, 3644, 3687 and 3730)</b>	<b>All Periods</b>	
<b>Supply Charge</b>		
Meter/Regulator capacity 100.1m <sup>3</sup> /hr to 850m <sup>3</sup> /hr	\$205.21	
<b>Commodity Charge</b>		
All Gas c/MJ	0.8861	
<b>G6/G8 (including Postcodes 3812, 3813, 3814 and 3815)</b>	<b>All Periods</b>	
<b>Supply Charge</b>		
Meter/Regulator capacity up to 100m <sup>3</sup> /hr	\$22.55	
<b>Commodity Charge</b>		
All Gas c/MJ	1.0601	

**Notes:**

1. Peak Periods apply from 1 June to 30 September inclusive.
  2. Tariffs are per meter per two months. Where consumers are billed other than on a two-monthly basis, the Supply Charge and the block sizes for the Commodity Rates are adjusted accordingly.
  3. c/MJ = cents per megajoule.
  4. m<sup>3</sup>/h = cubic meters per hour.
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