



Victoria Government Gazette

No. S 225 Monday 1 November 2004

By Authority, Victorian Government Printer

Electricity Industry Act 2000

AGL VICTORIA PTY LTD

Terms & Conditions

Deemed & Standing Contracts

1. Contract

- 1.1 This is the contract ("Contract") made between the Customer and AGL Victoria Pty Ltd ACN 090 238 337 (formerly Pulse Energy Pty Ltd) ("AGL").

2. Term

- 2.1 This Contract commences on 1 January 2001 or the date upon which the Customer commences to take Supply from AGL and continues until terminated in accordance with this Contract.
- 2.2 Where this Contract commenced prior to 1 January 2005 and the Customer is still taking Supply from AGL as at 1 January 2005, then, pursuant to AGL's power to vary this Contract (under provisions of this Contract and the **Electricity Industry Act 2000** (Vic)), the Contract is varied from the form published in the Victorian Government Gazette S 185 on 31 October 2001 to this form, with effect from 1 January 2005.

3. Warning to Customers

- 3.1 AGL advises the Customer that:
- (1) the quality, frequency and continuity of Supply of electricity is subject to a variety of factors including, without limitation, accidents, weather and the acts of third parties such as other customers, Regulatory Bodies and generators. Accordingly, the inherent nature of electricity is such that neither LNSP nor AGL can guarantee:
 - (i) the quality of frequency of electricity supplied to any Customer; or
 - (ii) the continuity of Supply of electricity; and
 - (2) Variations in voltage or frequency may cause damage, for example, to appliances or machines connected to Supply at the time. If the Customer requires a service which is not subject to interruptions or variations in voltage or frequency, the Customer will need to install appropriate equipment to meet that requirement, install suitable protection devices, or take other appropriate measures.
- 3.2 In certain circumstances, residential and small business Customers may be entitled to compensation from the LNSP for unauthorised voltage variations, under Electricity Industry Guideline No. 11. The availability of this compensation for business customers may depend on the Customer having taken reasonable precautions to minimise their loss from such variations.

4. Regulatory and Other Compliance Obligations of AGL and the Customer

- 4.1 AGL and the Customer must comply with the obligations imposed on them by all Applicable Regulations and any agreement they may have, jointly, or singly, with LNSP in relation to the Supply of electricity to the Supply Point.
- 4.2 The provisions of the Retail Code are incorporated into this Contract as rights and obligations of both AGL and the Customer, except to the extent that they can be and are specifically varied by this Contract. AGL will provide a copy of the Retail Code, free of charge, upon receiving a request from the Customer.

SPECIAL

5. Customer's Rights and Obligations

5.1 The Customer agrees to:

- (1) purchase electricity at the Supply Point from AGL on the terms of this Contract;
- (2) co-operate with the LNSP in the reasonable exercise by the LNSP of its rights or obligations under any Applicable Regulation;
- (3) comply with any notice lawfully issued by the LNSP to the Customer from time to time;
- (4) inform AGL of any relevant change of contract details as soon as possible after the change has occurred and provide or confirm contact and identification details at AGL's reasonable request;
- (5) give AGL Notice of the date on which the Customer intends to vacate, or did vacate, the Customer's Supply Address and a forwarding address to which a final bill may be sent and if the Customer fails to do so AGL may continue to charge the Customer for consumption at the Supply Address in accordance with the Retail Code;
- (6) allow AGL or any Representative of AGL safe, convenient and unhindered access to the Customer's Supply Address for the purpose of reading the meter and for connection, disconnection and reconnection or other works to be carried out by the LNSP;
- (7) notify AGL if the Customer's Maximum Demand as notified to the Customer by the LNSP or AGL from time to time increases or is planned to increase significantly;
- (8) provide and maintain at the Customer's Supply Address a facility to protect the LNSP's equipment which meets the requirements of the Electricity Customer Metering Code;
- (9) not allow a person, other than a person who is (to the best of the Customer's knowledge) a qualified electrician, to perform any wiring work on the Electrical Installation;
- (10) not use the electricity supply in a manner that the Customer ought reasonably to be aware may:
 - (i) interfere with the LNSP's distribution system or with supply to any other electrical installation; or
 - (ii) cause damage or interference to any third party;
- (11) not interfere, or knowingly allow interference, with the LNSP's distribution system or any metering equipment at the Supply Address, except as may be permitted by any Applicable Regulation;
- (12) keep electric lines clear in accordance with the **Electricity Industry Act 2000** and the **Electricity Safety Act 1998**, and regulations and codes made under any of these Acts, (including the Electricity Safety (Electric Line Clearance) Regulations 1999 and the Electricity Safety (Network Assets) Regulations 1999) and pay LNSP's reasonable costs if the Customer fails to do so; and
- (13) where there is more than one Supply Point at the Supply Address, ensure that no interconnection is made between these Supply Points without the prior written consent of AGL.
- (14) inform AGL if the Customer anticipates that payment of a bill by the pay by date may not be possible.

6. AGL's Rights and Obligations

- 6.1 AGL must use its best endeavours to procure that LNSP Supply electricity to the Supply Point and will sell the electricity Supplied by LNSP on the terms of this Contract.
- 6.2 AGL may, in accordance with the Privacy Act 1988 (Cth) and subject to any guidelines published by the ESC relating to a Customer's credit standing forward certain information relating to the Customer (including the Customer's identification details and details of any amounts outstanding) to a credit reporting agency.

7. Customer's Consent

- 7.1 The Customer consents to AGL and the LNSP and anyone appointed by AGL or LNSP to:
- (1) access meters, check meters and other metering equipment;
 - (2) use the Customer's information including any information collected from metering equipment for:
 - (i) the purposes contemplated by or in order to comply with the Applicable Regulations;
 - (ii) planning, operating or maintaining the distribution network;
 - (iii) protecting the safety and security of any person or property;
 - (iv) billing or settling a hedging contract, contract of insurance or other third party contract which relates to the sale or Supply of electricity to the Customer; and
 - (v) determining the Customer's past and ongoing energy consumption;
 - (vi) clarifying NEMMCO bills for total energy purchases, including netting off the Customer's usage in settlements with NEMMCO or the wholesale market; and
 - (vii) contract administration, forecasting, hedging.

8. Charges

- 8.1 The Customer must pay AGL for:
- (1) all electricity which passes through the Delivery Point at the Customer's Supply Address at AGL's Tariff Rates;
 - (2) for any other services AGL provides to the Customer at the prices listed in the Schedule of Fees;
 - (3) the cost of any Excluded Services charged by the LNSP to AGL relating to the Customer, but excluding any charge relating to the collection of meter data; and
 - (4) any costs incurred by AGL in relation to the provision of Metering Services other than those services provided by the LNSP pursuant to its network tariffs or Excluded Services charges.
- 8.2 AGL will allocate each Customer to a tariff category which AGL believes is most appropriate to the Customer's circumstances, given the information available to AGL at that time.

9. Other Goods or Services or Related Charges

- 9.1 AGL may include any other charges attributable to the Customer on the bill.

10. Termination by Customer

- 10.1 The Customer may terminate this Contract by giving AGL Notice in accordance with the Retail Code.

11. Termination by Contract

- 11.1 This Contract will terminate if AGL and the Customer enter into a new contract in relation to the Supply of electricity for the same Supply Address.

12. Disconnection and Interruption of Supply to Customer

- 12.1 AGL or LNSP may disconnect, interrupt or reduce the delivery of electricity to the Customer if:
- (1) in the opinion of LNSP or AGL any reasons for disconnection, interruption or reduction of Supply specified in an Applicable Regulation apply; or
 - (2) AGL or LNSP receive a direction or request from a Regulatory Body to do so; or
 - (3) the Customer fails to comply with the obligations of the Customer specified in this Contract and in the reasonable opinion of LNSP or AGL (as applicable), that failure could prejudice either of them in the conduct of their respective business; or
 - (4) this Contract terminates (unless the meter for the Delivery Point has been allocated to another retailer or Customer by NEMMCO), and the Customer hereby irrevocably appoints AGL as its agent to take such steps as AGL considers necessary to procure such disconnection, interruption or reduction.
- 12.2 If AGL or LNSP gives a Notice of disconnection to the Customer on termination of this Contract, the Customer must not permit electricity to pass through the Delivery Point after termination of this Contract until the meter for the Delivery Point is no longer allocated to AGL.

13. Metering Arrangements

- 13.1 The Customer agrees to do all things reasonably required by AGL to ensure that, where required, the Supply Point has a Metering Installation that is registered with NEMMCO and that AGL is able to fulfil its obligations under any arrangements it has made in order to provide Metering Services to the Customer or under any Applicable Regulation or in connection with the relevant Metering Installation.
- 13.2 The Customer irrevocably authorises AGL to, and AGL agrees to use reasonable endeavours to, enter into or vary any agreements for Metering Services with any person in relation to the matters referred to in this clause 13.
- 13.3 The Customer agrees the Metering Installation is not and (on termination or otherwise) does not become its property.

14. AGL's Obligations Conditional

- 14.1 AGL's obligations under this Contract are conditional upon, if LNSP so requires, an authorised officer of LNSP being satisfied that the Customer's Electrical Installation is capable of passing the electrical installation standards prescribed by the Applicable Regulations (including the Wiring Rules).
- 14.2 Notwithstanding the provisions of this clause 14, AGL does not give any express or implied warranty about the adequacy, safety or other characteristics of the Customer's Electrical Installation.

15. Limitation of Liability

- 15.1 To the fullest extent permitted by law, all statutory implied conditions and warranties are excluded, and any liability of AGL under any statutory implied condition or warranty, which cannot be excluded, is limited to:
- (1) in the case of goods (which shall include electricity), the replacement of the goods or the supply of equivalent goods;
 - (2) in the case of services, supply the services again or paying the cost of having the services supplied again.
- 15.2 Nothing in this Contract shall vary or exclude the operation of section 117 of the **Electricity Industry Act 2000** (Vic) or section 78 of the National Electricity Law in relation to the sale or Supply of electricity by AGL to the Customer under this Contract.

16. Waiver and Variation

- 16.1 A waiver of any provision of this Contract is only effective if it is in writing. A party's failure to delay to exercise a power or right does not operate as a waiver of that power or right.
- 16.2 The terms and conditions of this Contract (including AGL's Tariff Rates) will be varied in accordance with any change to:
- (1) the applicable terms and conditions published by AGL under section 35 or section 38 of the **Electricity Industry Act 2000** (Vic); and
 - (2) where this Contract is formed under section 39 of the **Electricity Industry Act 2000**, the tariff or tariffs that would apply if the Customer were a party to a contract under section 37 of that Act.

17. Applicable Regulations and Licences

- 17.1 This Contract is governed by the law of Victoria. To the extent of any inconsistency between any provision of this Contract and any provision of an Applicable Regulation, the Applicable Regulation prevails. Nothing in this Contract affects AGL's rights or powers under any Applicable Regulation which AGL is required to hold to Supply or sell electricity.

18. Assignment

- 18.1 The provisions of this Contract will be binding upon and inure to the benefit of the successors and assigns of each of the parties. AGL may only assign its rights or obligations hereunder without consent as part of the transfer of part or all of AGL's retail electricity business to a third party. The Customer cannot assign this Contract.

19. Notices

- 19.1 For the purposes of clauses 2.1 and 12.2 of this Contract a notice, consent, approval or other communication ("Notice") has no legal effect unless it is in writing and delivered or faxed or emailed by AGL to the Billing Address.
- 19.2 For the purposes of clauses 5.1(5) and 10.1 a notice, consent, approval or other communication ("Notice") has no legal effect unless it is in writing and delivered or faxed or emailed to the Issuing Office Address marked "Attention: Chief Operating Officer, AGL" or is communicated by the Customer to a AGL representative at a designated call centre where the Customer supplies the AGL representative with Acceptable Identification.

20. Interpretation and Definitions

- 20.1 If a party consists of more than one person this Contract binds them jointly and each of them severally.
- 20.2 Reference to any Applicable Regulation or a provision thereof means that Applicable Regulation or provision thereof as amended, consolidated, re-enacted or substituted from time to time.
- 20.3 Where this Contract contemplates AGL or the Customer exercising a right or performing an obligation "in accordance with the Retail Code", AGL or the Customer 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 this Contract.
- 20.4 In this Contract, unless otherwise provided for:
- (1) "Acceptable Identification" has the same meaning as in the Retail Code.
 - (2) "Applicable Regulation" means any relevant law, statute, regulation, proclamation, order-in-council, ordinance, by-law, rule, code, licence guideline or standard relating from time to time to the Supply, sale or use of electricity, including, without limitation, the Customer Charter, the Retail Code, Distribution Code, the Wholesale Metering Code, the Electricity Customer Metering Code, the Service and Installation Rules and the Price Determination.

- (3) "Billing Address" means the Supply Address or other address for the purposes of billing as notified in writing by the Customer to AGL.
- (4) "Billing Period" means any period for which a bill is or may be rendered, but shall not be less than every 3 months.
- (5) "Business Day" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday.
- (6) "Chief Electrical Inspector" means the Officer of the Chief Electrical Inspector, Victoria.
- (7) "Customer" means
 - (i) any person who was a Franchise Customer served by AGL (and supplied pursuant to the licence held by United Energy Limited ACN 064 651 029) immediately before 1 January 2001 and has not entered into a new contract with AGL or another retailer which takes effect on or after that date; or
 - (ii) any person who is a domestic or small business customer, or a member of a class of persons to whom an Order under s.35(5) of the **Electricity Industry Act 2000** applies.
- (8) "Customer Charter" means the Customer Charter provided by AGL to the Customer explaining various retail related rights and obligations of the Customer and AGL and will also include any Customer Charter published by the Customer's LNSP pertaining to the rights and obligations of the Customer and the LNSP in relation to distribution matters and which AGL is required by LNSP to provide to the Customer.
- (9) "Delivery Point" means the point where electricity enters Customer's Electrical Installation (as defined in the Distribution Code) after leaving the Supply Point.
- (10) "Distribution Code" means the code of that name certified from time to time by the ESC.
- (11) "Distribution Charges" means the charges payable to LNSP, as varied, supplemented or substituted under the Applicable Regulations.
- (12) "Electrical Installation" means any electrical equipment at the Customer's Supply Address which is not a part of the LNSP's network.
- (13) "Electricity Customer Metering Code" means the Code of that name issued by the ESC.
- (14) "ESC" means the Essential Services Commission, Victoria.
- (15) "Excluded Service" means any service provided by the LNSP excluded from the LNSP's network tariffs by Chapter 6 of Volume II of the Price Determination.
- (16) "Franchise Customer" has the same meaning as in the Retail Code.
- (17) "GST" has the meaning given to it in the GST Act.
- (18) "GST Act" means A New Tax System (**Goods and Services Tax**) **Act 1999** (Cth) as amended from time to time or any equivalent legislation which relates to the goods and services tax.
- (19) "LNSP" means the Local Network Service Provider, as defined in the NEC, in whose Local Area (as detailed in the LNSP's Distribution Licence) the Customer's Connection to the distribution system is located.
- (20) "Marketing Code of Conduct" means the Code of Conduct published by the ESC.
- (21) "Maximum Demand" has the same meaning as in the Tariff Order.
- (22) "Meter Charges" means the charges for the provision of Metering Services.

- (23) "Metering Installation" means the meter and associated equipment and installations installed or to be installed for the collection of metering data including the quantity of electricity supplied at the Supply Point.
- (24) "Metering Provider" is the person appointed in accordance with the NEC.
- (25) "Metering Services" means metering related services procured by AGL for the Customer and includes installation and maintenance services supplied by a Metering Provider or LNSP and the procurement of metering data services from a meter data agent.
- (26) "National Electricity Market" the market for wholesale trading in electricity operated by NEMMCO under the NEC.
- (27) "NEC" means the National Electricity Code as made and amended from time to time under section 6 of the National Electricity Law.
- (28) "NEMMCO" means the National Electricity Market Management Company Ltd ACN 072 010 327.
- (29) "NEMMCO Charges" means the charges paid by AGL to NEMMCO from time to time in accordance with the Applicable Regulations relating to AGL's purchase of electricity for the Customer.
- (30) "Price Determination" means the Electricity Distribution Price Determination 2001-2005 made by the ESC under the Victorian Electricity Supply Industry Tariff Order 1995 and the Electricity Industry Act 2000.
- (31) "Regional Reference Price" means the Regional Reference Price, as defined in the NEC, for the Region in which the Customer's connection to the distribution system is located.
- (32) "Regulatory Body" means a body with whose directions or requests AGL is bound to comply whether as a matter of law or under condition of a licence held under the **Electricity Industry Act 2000** and includes without limitation the ESC, NEMMCO and the Chief Electrical Inspector.
- (33) "Retail Code" means the Electricity Retail Code determined by the ESC.
- (34) "Schedule of Fees" are as published in the Government Gazette by AGL from time to time.
- (35) "Service and Installation Rules" means the Service and Installation Rules dated September 1996 prepared by the LNSP in conjunction with the Chief Electrical Inspector.
- (36) "Supply", in relation to electricity means, the delivery of electricity and such related services as must, if provided, be provided within the Network Tariff as defined in the Price Determination.
- (37) "Supply Address" means the address or addresses at which the Customer purchases electricity from AGL.
- (38) "Supply Point" means the point at or near the Customer's Supply Address being the point where electricity last leaves a Supply facility owned or operated by LNSP before being supplied to the Customer, whether or not it passes through facilities owned or operated by any other person before being supplied.
- (39) "Tariff Rates" means the prices for electricity published by AGL in the Government Gazette as AGL's tariff rates from time to time.
- (40) "Third Party Force Majeure Event" means any cause reasonably outside the control of a generator, LNSP, TNSP, or a Regulatory Body which affects their ability to generate, sell or deliver electricity or perform any other function which they are authorised to perform.

- (41) "Wholesale Metering Code" means the code of that name certified from time to time by the ESC.
- (42) "Wiring Rules" means the rules published from time to time by the Standards Association of Australia in respect of electrical installations, building, structures and premises (known as the SAA Wiring Rules) and published as AS/NZS 3000-2000 as at the date of this Contract.

21. AGL SCHEDULE OF FEES

Description Frequency Fee Frequency Fee
 Dishonoured payment fee
 Revenue Protection administration recovery fee
 Request for Historical Billing Information
 Business Customer Instalment Plan Fee
 Energy Efficiency Audit fee
 Monthly Billing fee
 Additional meter reading charge
 Provision of electricity legislation and codes
 Field Collection Fee

Gas Industry Act 2001

AGL VICTORIA PTY LTD

Terms & Conditions

Deemed & Standing Contracts

1. Contract

- 1.1 This is the contract made between the Customer and AGL Victoria Pty Ltd ACN 090 238 337 (formerly Pulse Energy Pty Ltd) ("AGL") in accordance with the **Gas Industry Act 2001** (Vic) ("Contract").

2. Term

- 2.1 This Contract commences on 1 September 2001 or the date upon which the Customer commences to take Supply from AGL and continues until terminated in accordance with this Contract.
- 2.2 Where this Contract commenced prior to 1 January 2005 and the Customer is still taking Supply from AGL as at 1 January 2005, then, pursuant to AGL's power to vary this Contract (under the provisions of this Contract and the **Gas Industry Act 2001** (Vic)), the Contract is varied from the form published in the Victorian Government Gazette S 102 on 29 June 2001 to this form, with effect from 1 January 2005.

3. Warning to Customers

- 3.1 The quality, pressure and continuity of Supply of Gas is subject to a variety of factors outside AGL's control including, without limitation, accidents, weather and the acts of third parties such as other customers, Regulatory Bodies, producers and transmission companies. Accordingly, the inherent nature of Gas supply is such that to that extent AGL cannot guarantee:
- (1) beyond the commitment in clause 3.3, the quality of the Gas supplied to any Customer; or
 - (2) that the Gas will be delivered within the Gas Pressure Range; or
 - (3) the continuity of Supply of Gas.

3.2 If the Customer requires a service which is not subject to interruptions, variations in pressure or variations in quality which are consistent with the commitment in clause 3.3, the Customer will need to install appropriate equipment to meet that requirement, install suitable protection devices, or take other appropriate measures.

3.3 AGL will satisfy its statutory obligations regarding the quality of gas sold which are imposed by section 33 of the **Gas Safety Act 1997**.

4. Regulatory and Other compliance Obligations of AGL and the Customer

4.1 Each of AGL and the Customer must comply with the obligations imposed on them by all Applicable Regulations (except to the extent modified by this Contract as permitted by those Applicable Regulations) and any agreement they may be a party to with Distributor in relation to the Supply of Gas to the Delivery Point.

4.2 The provisions of the Retail Code are incorporated into this Contract as rights and obligations of both AGL and the Customer, except to the extent that they can be and are specifically varied by this Contract. AGL will provide a copy of the Retail Code, free of charge, upon receiving a request from a Customer.

NOTE: The Retail Code contains detailed rules in relation to a number of aspects of the supply and sale of gas. These areas include the contents, payment and review of the customer's bill, metering, options for customers experiencing payment difficulties, disconnection and reconnection, termination, access to information, access to the customer's premises and complaints and dispute resolution.

5. Customer's Rights and Obligations

5.1 In addition to all rights and obligations incorporated from the Retail Code by clause 4.2, the Customer agrees to:

- (1) purchase and pay for Gas delivered by AGL to the Delivery Point ,
- (2) co-operate with the Distributor in the exercise by the Distributor of its rights or obligations under any Applicable Regulation;
- (3) comply with any notice lawfully issued by the Distributor to the Customer from time to time;
- (4) inform AGL of any relevant change of contract details as soon as possible after the change has occurred and provide or confirm contact and identification details at AGL's reasonable request;
- (5) give AGL at least 3 Business Days Notice, unless the Customer demonstrates that they were evicted or otherwise forced to leave the premises, of the date on which the Customer intends to vacate the Customer's Supply Address and a forwarding address to which a final bill may be sent and if the Customer fails to do so AGL may continue to charge the Customer for consumption at the Supply Address;
- (6) allow AGL or any Representative of AGL safe, convenient and unhindered access to the Customer's Supply Address for the purpose of reading the meter and for connection (unless you have or intend to have a connection contract with the Distributor), disconnection and reconnection or other works to be carried out by the Distributor;
- (7) provide and maintain at the Customer's Supply Address a facility to protect the Distributor's equipment which meets the requirements of the Distribution System Code;
- (8) not allow a person, other than a person who is (to the best of the Customer's knowledge) a qualified gas plumber, to perform any maintenance work on the Gas Installation;

- (9) not use the Gas supply in a manner that the Customer ought reasonably to be aware may (i) interfere with the Distributor's distribution system or (ii) cause damage or interference to any third party;
- (10) not interfere, or knowingly allow interference, with the Distributor's distribution system or any Metering Installation at the Supply Address, except as may be permitted by any Applicable Regulation;
- (11) inform AGL if the Customer anticipates that payment of a bill by the pay by date may not be possible.

6. AGL'S Rights and Obligations

- 6.1 AGL must use its best endeavours to procure that the Distributor deliver Gas to the Delivery Point and will sell the Gas delivered by the Distributor on the terms of this Contract.
- 6.2 AGL may, in accordance with the **Privacy Act 1988** (Cth) and subject to any guidelines published by the ESC relating to a Customer's credit standing forward certain information relating to the Customer (including the Customer's identification details and details of any amounts outstanding) to a credit reporting agency.

7. Customer's Consent

- 7.1 The Customer consents to AGL and the Distributor and anyone appointed by AGL or Distributor to:

- (1) access the Metering Installation; or
- (2) use the Customer's information including any information collected from Metering Installation

for the purposes contemplated by or in order to comply with the Applicable Regulations, for protecting the safety and security of any person or property, and for determining the Customer's past and ongoing energy consumption.

- 7.2 The Customer also consents to AGL and the Distributor and anyone appointed by AGL or the Distributor using the Customer's information, including any information collected from the Metering Installation for planning, operating or maintaining the distribution network, for billing of a contract under which AGL purchases Gas, contract of insurance or other third party contract which relates to the sale or Supply of Gas to the Customer, to verify VENCorp bills and for contract administration, forecasting or nominations by AGL, the Distributor or their Related Bodies Corporate or associated corporations or contractors.

8 Charges

- 8.1 The Customer must pay AGL for:

- (1) all Gas which passes through the Delivery Point at the prices for Gas published by AGL in the Government Gazette as AGL's Tariff Rates from time to time;
- (2) for any other services AGL provides to the Customer at the prices listed in the Schedule of Fees;
- (3) the cost of any Excluded Service charged by the Distributor to AGL relating to the Customer; and
- (4) any costs incurred by AGL in relation to the provision of Metering Services other than those services provided by the Distributor pursuant to its distribution tariffs or Excluded Services charges.

- 8.2 AGL will allocate each Customer to a tariff category which AGL believes is most appropriate to the Customer's circumstances, given the information available to AGL at that time.

9. Other Goods or Services or Related Charges

- 9.1 AGL may include any other charges attributable to the Customer on the bill, in accordance with the Retail Code.

10. Termination by Customer

10.1 For the avoidance of doubt, the Customer must continue to pay AGL for any Gas and for any other charges attributable to the Customer whilst the Customer's MIRN remains registered to AGL as the supplying retailer with VENCORP.

11. Termination by Contract

11.1 This Contract will terminate if AGL and the Customer enter into a new contract in relation to the Supply of gas.

12. Termination by Notice

12.1 This Contract will terminate if:

- (1) the Customer terminates this Contract in accordance with the Retail Code; or
- (2) the Customer ceases to be a relevant customer under section 43(3) of the **Gas Industry Act 2001**, and AGL gives the Customer two months' notice.

13. Disconnection and Interruption of Supply to Customer

13.1 AGL or Distributor may disconnect, curtail, interrupt or reduce the delivery of gas to the Customer if:

- (1) in the opinion of Distributor or AGL any reasons for disconnection, curtailment, interruption or reduction of Supply specified in an Applicable Regulation apply; or
- (2) AGL or Distributor receive a direction or request from a Regulatory Body to do so; or
- (3) the Customer fails to comply with the obligations of the Customer specified in this Contract and in the reasonable opinion of Distributor or AGL (as applicable), that failure could prejudice either of them in the conduct of their respective business; or
- (4) this Contract terminates (unless the Delivery Point has been registered to another supplying retailer or Customer by VENCORP).

and the Customer hereby irrevocably appoints AGL as its agent to take such steps as AGL considers necessary to procure such disconnection, interruption or reduction.

13.2 If AGL or Distributor gives a Notice of disconnection to the Customer on termination of this Contract, the Customer must not permit gas to pass through the Delivery Point after termination of this Contract until the meter for the Delivery Point is no longer registered to AGL as supplying retailer.

13.3 In the event of an Emergency, the Customer must comply with:

- (1) any Emergency Directions communicated to it; and
- (2) AGL's Safety Case and AGL's Safety Procedures

14. Metering Arrangements

14.1 The Customer agrees to do all things reasonably required by AGL to ensure that, where required, the Delivery Point has a Metering Installation that is registered with VenCorp and that AGL is able to fulfil its obligations under any arrangements it has made in order to provide Metering Services to the Customer or under any Applicable Regulation or in connection with the relevant Metering Installation.

14.2 AGL will pass through to the Customer any costs incurred by AGL in relation to the provision of Metering Services.

14.3 The Customer irrevocably authorises AGL to, and AGL agrees to use reasonable endeavours to, enter into or vary any agreements for Metering Services with any person in relation to the matters referred to in this clause 4.

14.4 The Customer agrees the Metering Installation is not and (on termination or otherwise) does not become its property.

15. AGL's Obligations Conditional

- 15.1 AGL's obligations to sell and deliver Gas and to procure the delivery of Gas under this Contract are conditional upon, if Distributor so requires, an authorised officer of Distributor being satisfied that the Customer's Gas Installation complies with any gas installation standards prescribed by the Applicable Regulations.
- 15.2 Notwithstanding the provisions of this clause 14, AGL does not give any express or implied warranty about the adequacy, safety or other characteristics of the Customer's Gas Installation.
- 15.3 Property and risk in Gas supplied to the Customer by AGL passes to the Customer at the Delivery Point.

16. Waiver and Variation

- 16.1 A waiver of any provision of this Contract is only effective if it is in writing. A party's failure to delay to exercise a power or right does not operate as a waiver of that power or right.
- 16.2 The terms and conditions of this Contract will be varied in accordance with any change to the terms and conditions published by AGL under the **Gas Industry Act 2001** (Vic).

17. Applicable Regulations and Licences

- 17.1 This Contract is governed by the law of Victoria. To the extent of any impermissible inconsistency between any provision of this Contract and any provision of an Applicable Regulation, the Applicable Regulation prevails. Nothing in this Contract affects AGL's rights or powers under any Applicable Regulation which AGL is required to hold to Supply or sell gas. The Customer acknowledges that AGL may need to make changes to this Contract which may be required as a consequence of changes in any Applicable Regulations and the Customer will be bound by any such changes.

18. Assignment

- 18.1 The provisions of this Contract will be binding upon and inure to the benefit of the successors and assigns of each of the parties. Only AGL may assign any of its rights or obligations hereunder without consent. The Customer cannot assign this Contract.

19. Notices

- 19.1 For the purposes of clauses 1.1, 2.1, 12.1(2) and 13.2 of this Contract a notice, consent, approval or other communication ("Notice") has no legal effect unless it is in writing and delivered or faxed or emailed by AGL to the Billing Address.
- 19.2 For the purposes of clauses 1.1, 5.1(5), and 12.1(1) a notice, consent, approval or other communication ("Notice") has no legal effect unless it is in writing and delivered or faxed or emailed to the Issuing Office Address marked "Attention: Chief Operating Officer, AGL" or is communicated by the Customer to a AGL Representative at a designated call centre where the Customer supplies the AGL Representative with acceptable identification.

20. Interpretation and Definitions

- 20.1 If a party consists of more than one person this Contract binds them jointly and each of them severally.
- 20.2 Reference to any Applicable Regulation or a provision thereof means that Applicable Regulation or provision thereof as amended, consolidated, re-enacted or substituted from time to time.
- 20.3 In this Contract, unless otherwise provided for:
- (1) "Acceptable Identification" has the same meaning as in the Retail Code.
 - (2) "AGL's Safety Case" means the extracts of the safety case prepared by AGL in accordance with the **Gas Safety Act 1997**, as amended from time to time, but only where a written copy of the safety procedures has been delivered to the Customer.

- (3) “AGL’s Safety Procedures” means the safety procedures that may be prepared by AGL from time to time in accordance with the MSO Rules, but only where a written copy of the safety procedures has been delivered to the Customer.
- (4) “Applicable Regulation” means any relevant law, statute, regulation, proclamation, order-in-council, ordinance, by-law, rule, code, licence guideline or standard relating from time to time to the Supply, sale or use of gas, including, without limitation, the Customer Charter, the Retail Code, Distribution System Code, the Tariff Order or the MSO Rules.
- (5) “Billing Address” means the Supply Address or other address for the purposes of billing as notified in writing by the Customer to AGL.
- (6) “Billing Period” means any period for which a bill is or may be rendered, but shall not be less than every 2 months.
- (7) “Business Day” means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or a day which has been proclaimed to be a public holiday in Victoria.
- (8) “Customer” means a person who has, or is part of a class of persons who have, been declared by the Governor in Council by an Order published in the Government Gazette pursuant to the requirements of section 43(3) of the **Gas Industry Act 2001**, to be a relevant customer.
- (9) “Customer Charter” means the Customer Charter provided by AGL to the Customer explaining various retail related rights and obligations of the Customer and AGL and will also include any Customer Charter published by the Customer’s Distributor pertaining to the rights and obligations of the Customer and the Distributor in relation to distribution matters and which AGL is required by Distributor to provide to the Customer.
- (10) “Delivery Point” means the point at or near the Customer’s Supply Address being the point where Gas last leaves a facility owned or operated by Distributor before being Supplied to the Customer, whether or not it passes through facilities owned or operated by any other person before being Supplied.
- (11) “Distribution System Code” means the code of that name certified from time to time by the ESC.
- (12) “Distribution Charges” means the charges payable to Distributor, as varied, supplemented or substituted under the Applicable Regulations.
- (13) “Distributor” means the holder of a gas distribution licence whose network is connected to the Gas Installation at the Supply Address.
- (14) “Emergency” has the meaning given in the Distribution System Code.
- (15) “Emergency Directions” means a direction given by:
 - (i) VENCORP pursuant to the MSO Rules;
 - (ii) the Office of Gas Safety, pursuant to the **Gas Safety Act 1997**;
 - (iii) the Minister, pursuant to the **Gas Industry Act 2001**; or
 - (iv) AGL or the Customer’s Distributor as either considers reasonably necessary,in the event of an Emergency.
- (16) “ESC” means the Essential Services Commission, Victoria.
- (17) “Excluded Service” means any Scheduled Excluded Service as defined in the Tariff Order.
- (18) “Gas” means natural gas supplied under this contract that is accepted by VENCORP for injection into a transmission pipeline.

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- (19) "Gas Installation" means any gas equipment at the Customer's Supply Address which is not part of the Distributor's network.
- (20) "Gas Pressure Range" means the range within which Gas is to be delivered to the Delivery Point, being a flow rate greater than or equal to the Minimum Pressure and less than or equal to the Maximum Pressure.
- (21) "GST" has the meaning given to it in the GST Act.
- (22) "GST Act" means A New Tax System (**Goods and Services Tax**) **Act 1999** (Cth) as amended from time to time or any equivalent legislation which relates to the goods and services tax.
- (23) "Meter Charges" means the charges for the provision of Metering Services.
- (24) "Metering Installation" means the meter and associated equipment and installations, including check meters, installed or to be installed for the collection of metering data including the quantity of gas supplied at the Delivery Point.
- (25) "Metering Provider" is the person appointed by AGL to provide a meter to the Customer in accordance with any contract or Applicable Regulations.
- (26) "Metering Services" means metering related services procured by AGL for the Customer and includes installation and maintenance services (maintenance includes routine wear and tear but does not include maintenance installation or replacement costs of an upgraded meter or where the customer has caused damage to the meter at their premises) supplied by a Metering Provider or Distributor and the procurement of metering data.
- (27) "MIRN" means the metering installation registration number for the Delivery Point in the database created, maintained and administered by the Distributor under the rules for the Victorian retail gas market.
- (28) "MSO Rules" means the Market and System Operation Rules made on 2 February 1999 by Order-in-Council under section 48N of the **Gas Industry Act 1994** as those rules have been or are amended and in force for the time being.
- (29) "Notice" has the meaning given in clause 19.
- (30) "Regulatory Body" means a body with whose directions or requests AGL is bound to comply whether as a matter of law or under condition of a licence held under the **Gas Industry Act 2001** and includes without limitation the ESC, VenCorp and the Office of Gas Safety.
- (31) "Retail Code" means the Gas Retail Code dated 18 December 2002 issued by the ESC.
- (32) "Schedule of Fees" are as published in the Government Gazette by AGL from time to time.
- (33) "Supply", in relation to Gas, means the delivery and sale of Gas and related services.
- (34) "Supply Address" means the address or addresses at which the Customer purchases Gas from AGL.
- (35) "Tariff Order" means the Victorian Gas Industry Tariff Order 1998 published in the Government Gazette on 17 December 1998 as that Order is amended and in force from time to time;
- (36) "VENCorp" means Victorian Energy Networks Corporation being the transmission system operator established under section 158 of the **Gas Industry Act 2001**.
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