



Victoria Government Gazette

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Electricity Industry Act 2000 Gas Industry Act 2001

ORIGIN ENERGY ELECTRICITY LIMITED ABN 33 071 052 287,
ORIGIN ENERGY (VIC.) PTY LTD ABN 11 086 013 283 AND
ORIGIN ENERGY RETAIL LIMITED ABN 22 078 868 425

Retailer of Last Resort Terms and Conditions

1. The Parties

- (a) This *contract* is between:

We or **Us**, Origin Energy Electricity Limited (ABN 33 071 052 287) (**'Origin Electricity'**) for the supply of electricity and Origin Energy (Vic.) Pty Ltd (ABN 11 086 013 283) (**'Origin Gas'**) for the supply of natural gas except in relation to the supply of natural gas in the *Mildura Area* in which case this agreement is between Origin Energy Retail Ltd (ABN 22 078 868 425) (**'Origin Retail'**) of Level 21, 360 Elizabeth Street, Melbourne, Victoria 3000, and **Our** has a corresponding meaning; and

You, the customer to whom this *contract* applies and **Your** has a corresponding meaning, for either the sale of gas or electricity or both (**'energy'**) to Your *supply address* in Victoria.

- (b) This *contract* does not apply to customers who become customers of Origin Gas as a result of Origin Gas being the *ROLR* in the *South Gippsland region*.

2. Variation to the Deemed and Standing Offer Agreement Terms for gas and electricity in Victoria

- (a) In addition to this *contract*, the following clauses of the *Deemed and Standing Agreement Offer Terms* apply to this *contract* (as if you were a 'Customer' as defined in the *Deemed and Standing Agreement Offer Terms*) as if set out in full in this *contract*: 7, 8.1, 8.3, 8.4, 8.5, 8.9, 8.10, 9, 10, 12, 13, 14, 16, 17, 18, 19, 20, 21.1 (unless otherwise defined in this *contract*) and 21.2.

- (b) To the extent that any term in this *contract* is inconsistent with a term contained in the *Deemed and Standing Offer Agreement Terms* which applies to this *contract* in accordance with clause 2(a), the term in this *contract* prevails to the extent of that inconsistency.

- (c) For the avoidance of doubt, clauses 5.4 and 15 of the *Deemed and Standing Offer Agreement Terms* do not apply during a *last resort event*, unless permitted or directed to apply by the *Commission* or the relevant Minister or Ministers of the Victorian Government.

- (d) We may vary the terms of this *contract* in accordance with the *Electricity Act* and/or *Gas Act* (as the case may be).

3. Application

- (a) This *contract* sets out the terms of Your supply that applies to a *last resort event* approved by the *Commission* under section 49D of the *Electricity Act* and/or section 51D of the *Gas Act*.

- (b) This *contract* applies to Your *supply address* under the *Electricity Act* and/or *Gas Act* (as the case may be) if:

- (i) you are a *relevant customer* in relation to Your *supply address*; and
- (ii) we are the *ROLR* for Your *supply address*; and
- (iii) you have not entered into a *Market Agreement* with Us for Your *supply address*.

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4. Term of this contract**4.1 Beginning of this contract**

This contract for supply of energy at Your supply address will commence on the date Our responsibility as ROLR for Your supply address begins in accordance with section 49D of the *Electricity Act* and/or section 51D of the *Gas Act*.

4.2 Ending this contract

This contract will end:

- (a) when You enter into a *Market Agreement* with Us or another retailer for Your supply address for that fuel type;
- (b) when another customer enters into a contract for the supply of that energy at Your supply address;
- (c) when You vacate the supply address (in which case You must comply with clause 5.3 of the *Deemed and Standing Offer Agreement Terms*); or
- (d) three months after the commencement date of this contract, at which time You will automatically transfer to a supply arrangement under the *Deemed and Standing Offer Agreement Terms* applicable for your fuel type and supply address. The terms applicable to Your supply address are set out in the *Deemed and Standing Offer Agreement Terms* (enclosed with this contract),

whichever occurs first.

5. Scope of this contract**5.1 What does this contract cover?**

- (a) This contract sets out the terms and conditions which apply to the supply and sale of electricity and/or gas to Your supply address.
- (b) We agree to supply You with electricity and/or gas to Your supply address.
- (c) You must pay Us any amounts for energy charged and billed to you in accordance with this contract.

5.2 What doesn't this contract cover?

This contract does not cover:

- (a) the quality or other characteristics of energy supplied to Your supply address;
- (b) the reliability of the energy network supplying Your supply address;
- (c) the maintenance of the energy network supplying Your supply address;
- (d) the costs of connection of a new energy service, but We may arrange this on Your behalf at Your request, subject to clause 4 of the *Deemed and Standing Offer Agreement Terms*; and
- (e) the collection from You of the cost of any service orders issued by Your previous retailer (the failed retailer) to the distributor to whose network Your supply address is connected.

6. Prices under this contract**6.1 Administration charge, relevant tariffs and other charges**

You must to pay the prices (including charges, fees and taxes) described in clause 6.1 and 6.3, of Our *Deemed and Standing Offer Agreement Terms* and:

- (a) for the supply of electricity, an administration charge for each supply address under this contract;
- (b) for the supply of natural gas, an administration charge for each supply address under this contract.

6.2 What and when You must pay Us following a last resort event under this contract

- (a) Following the conclusion of the first *billing cycle* during which time We became the *financially responsible market participant* for electricity and/or the *financially responsible organisation* for gas at Your *supply address*, You will be issued a bill for the *energy* consumed in that period based on the *relevant tariffs* applicable to Your *supply address*. These are set out in the schedule included with this *contract*.
- (b) You are obliged to pay Us for the *energy* consumed at Your *supply address* for the period from when We became the *financially responsible market participant* for electricity or the *financially responsible organisation* for gas at Your *supply address*, the *administration charge* and any other charges or amounts You are obliged to pay Us.
- (c) If you have an electricity meter that measures consumption on a half hourly basis, Your charges or amounts may be calculated on the basis of the relevant meter data, or estimated meter data as determined by Your *distributor*.
- (d) Should You enter into another arrangement for the supply of *energy* at Your *supply address* prior to receiving the first bill associated with the normal *billing cycle* (either with Us or another energy supplier), the *relevant tariffs* and any other charges or amounts You are obliged to pay Us will be pro-rated for the period where We were the *financially responsible market participant* for electricity and/or the *financially responsible organisation* for gas at Your *supply address* and You are liable for *energy* consumed at the *supply address* during that period.
- (e) For the avoidance of doubt, the *administration charge(s)* associated with the supply of *energy* by Us is to be paid in full by You and not pro-rated, regardless of when You enter into an alternative supply arrangement following the commencement of the *last resort* event.

6.3 Calculation of charges

- (a) Notwithstanding clause 6.1(b) of the *Deemed and Standing Offer Agreement Terms*, You must pay all *energy* supply and other charges calculated in accordance with clause 6.1 of this *contract*.
- (b) You agree that at the time We became the *ROLR* We may not have been able to establish your relevant distribution tariffs assigned by the *distributor* or Your meter configuration at Your supply address. If We determine that the *relevant tariff* We have assigned You to for the purposes of this *contract* is incorrect, You agree that once We have determined the correct *relevant tariff*, We can issue You with an amended bill or bills, in accordance with clause 8.6 of Our *Deemed and Standing Offer Agreement Terms* with You.

7. Billing and payment**7.1 Basis of billing and payment obligations**

The first bill You receive from Us may include the prices and charges associated with the *last resort event* described in clause 6 above, which You are required to pay by the due date notified on the bill. If these prices and charges are not applied to Your first bill from Us, they will be applied to a subsequent bill We send to you.

7.2 Basis of charges

The basis of the first bill issued to You under this *contract* may be based upon an estimate of Your consumption as provided by Your *distributor* at the time of the *last resort event*.

7.3 Payment methods

- (a) You may pay Your bill using any of the methods of payment described in clause 8.2 of the *Deemed and Standing Offer Agreement Terms*.

- (b) If You had an arrangement with Your *failed retailer* that included a direct debit arrangement or any other regular payment arrangement (such as Centrepay) and You wish to set up such an arrangement with Us, You must contact Us on 13 24 63.
- (c) You acknowledge that We are unable to guarantee that We can provide You with identical special arrangements You may have had in place with the *failed retailer* such as, but not limited to, hardship arrangements, billing, instalment plans, direct debit or Centrepay arrangements. You are entitled to establish new arrangements with Us however and may access Origin's hardship program and make other arrangements. For more information, see: <http://www.originenergy.com.au/1594/Power-On-program> or call 13 24 61.

7.4 Adjustments

We reserve the right under this *contract* to adjust any billed amounts in accordance with the *Retail Code*. This may include amounts not charged, undercharged or overcharged in relation to Your *supply address*. For amounts undercharged, we will limit the amount we recover from You in accordance with the *Retail Code* and clause 8.6 of the *Deemed and Standing Offer Agreement Terms*.

7.5 Payment difficulties

- (a) You must contact Us if You anticipate You may not be able to pay a bill (which may include the additional charges described in clause 5 and 6 above) on or before the due date for payment of that bill.
- (b) If You encounter difficulties in paying any amounts billed by Us, You may be eligible to access instalment plans or other assistance that We may choose to offer or are obliged to offer under Our *Hardship Policy* and clause 8.7 of the *Deemed and Standing Offer Agreement Terms*.

7.6 Shortened collection cycle

We may place you on a shortened collection cycle in accordance with clause 8.8 of the *Deemed and Standing Offer Agreement Terms*.

8. Information

- (a) You must provide Us with all information necessary for us to discharge Our obligations as the *ROLR* for Your *supply address*.
- (b) You must authorise Us to obtain such necessary information from the failed retailer, AEMO, or from your distributor in order for Us to perform Our function as the *ROLR* for Your *supply address*.

9. Subsequent Retailer of Last Resort Event

You acknowledge that if a *last resort event* occurs involving Us as the *failed retailer*, We may be required to provide information about You and Your *supply address* to the *ROLR* responsible in such an event under the *Electricity Act* and the *Gas Act*.

Such information may include:

- (a) your name;
- (b) your *supply address* and postal address;
- (c) a contact telephone number relevant to You;
- (d) your *NMI* and/or *MIRN*;
- (e) the presence of any life support equipment (in the case of electricity); and
- (f) other information We are obliged to provide under law or relevant regulation, code or guideline.

10. Force Majeure

Clause 18 of the *Retail Code* applies to this *contract* as if it had been set out in full in this *contract*.

11. Illegal Consumption

Clause 29 of the *Retail Code* applies to this *contract* as if it had been set out in full in this *contract*.

12. Interpretation

(a) Italicised terms, *like this* are defined in clause 13.

13. Definitions

administration charge means the fixed fee approved by the *Commission* (and as varied by the *Commission* from time to time) in accordance with the *Electricity Act* and/or *Gas Act* which as at the date of this *contract* is:

(a) for electricity *relevant customers*, \$65 (including GST) for each *supply address*;

(b) for gas *relevant customers*, \$36 (including GST) for each *supply address*,

and applies in addition to *relevant tariffs*; distributor imposed charges and other charges and costs that You need to pay following the declaration of a *last resort event*.

AEMO means the Australian Energy Market Operator.

billing cycle for electricity means three months, for gas means two months, or other period as required by the *Retail Code* or other relevant regulatory instrument or as set by the relevant distribution company.

Commission means the Victorian Essential Services Commission.

contract means this document and the enclosed contract schedule for the supply of *energy*.

Deemed and Standing Offer Agreement Terms means the Origin Energy Deemed and Standing Offer Agreement Terms for Gas and Electricity Victoria as approved by the *Commission* and published in the Victorian Government Gazette from time to time in accordance with the *Electricity Act* and *Gas Act*.

distributor means the holder of the distribution licence in respect of the distribution system to which Your *supply address* is connected.

Electricity Act means the **Electricity Industry Act 2000** (Vic.).

energy means either electricity of gas, or to the supply of both as applicable at a *supply address*.

failed retailer means the *energy* retailer responsible for Your *energy* supply at Your *supply address* prior to the *ROLR* event. In the context of clause 9, this term means Us.

financially responsible market participant means the entity responsible for Your electricity supply in the *NEM*.

financially responsible organisation means the entity responsible for Your gas supply in the Victorian wholesale gas market.

fuel type means the type of *energy* for which we have *ROLR* responsibility under this *contract*, which may be gas, electricity or both forms of *energy*.

Gas Act means the **Gas Industry Act 2001** (Vic.).

Hardship Policy means Our financial hardship policy required by Victorian legislation and approved by the *Commission*, see <http://www.originenergy.com.au/1594/Power-On-program>

last resort event means for the purposes of this *contract*, where We are obliged to act as the *ROLR* for the supply of *energy* under the *Gas Act* or the *Electricity Act* or both.

Market Agreement has the meaning given to that term in the *Deemed and Standing Offer Agreement Terms*.

Mildura Area means the City of Mildura, the Townships of Irymple, Red Cliffs, Merbein and Karadoc (postcodes 3500, 3498, 3496 and 3505), and areas contiguous to and in the vicinity of distribution pipelines constructed to serve these areas.

MIRN means a Meter Identification Registration Number in relation to the supply of gas.

NEM means the National Electricity Market.

NMI means a National Metering Identifier assigned to a metering installation at a *supply address*.

relevant tariff has the meaning as given to that term in clause 6.1 of the *Deemed and Standing Offer Agreement Terms*.

Retail Code means the *Commission's* Energy Retail Code and can be found at <http://www.esc.vic.gov.au/NR/exeres/087F5E65-5A5D-4EC4-8CDC-CF4C847B92AC.htm>.

ROLR means the retailer of last resort (also known as the supplier of last resort) for the relevant *supply address* in accordance with the *Electricity Act* and/or *Gas Act*.

relevant customer means for the purposes of this *contract* an electricity customer consuming less than 160 MWh of electricity in one year or a gas customer consuming less than 5,000 GJ of gas in one year.

South Gippsland region being the towns of Lang Lang, Korumburra, Leongatha, Inverloch and Wonthaggi in Victoria which are supplied with gas from the non-principal transmission system pipeline between Lang Lang and Pakenham or such other areas as determined by the *Commission* for which Origin Gas is the *ROLR*.

supply address means the premises where You take supply from Us under the terms of this *contract*.

Wholesale Gas Market means the wholesale gas market arrangements managed by AEMO for the Victorian Principal Transmission System.

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