



Victoria Government Gazette

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Electricity Industry Act 2000 and Gas Industry Act 2001
DEEMED AND STANDING OFFER AGREEMENT TERMS FOR
RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

Origin Energy Electricity Ltd ABN 33 071 052 287
Origin Energy Retail Ltd ABN 22 078 868 425
Origin Energy (Vic) Pty Ltd ABN 11 086 013 283

Pursuant to section 35 of the **Electricity Industry Act 2000** and section 42 of the **Gas Industry Act 2001** Origin now publishes the following terms and conditions for the sale and supply of either gas or electricity. These terms have been approved by the Essential Services Commission and will take effect from 17 April 2009.

SPECIAL

1. Application of this Agreement

- (a) This Agreement is an Agreement for the sale and supply of either gas and related services or electricity and related services, but not both electricity and gas.
- (b) This Agreement applies to you on and from 17 April 2009 in respect of the supply of energy created:
 - (i) when you accept an offer on or after 17 April 2009 for the supply of:
 - (A) electricity under section 35 of the **Electricity Industry Act 2000** (Vic.); or
 - (B) gas under section 42 of the **Gas Industry Act 2001** (Vic.), (each a **Standing Offer Agreement**); or
 - (ii) when, on or after 17 April 2009 an Agreement for the supply of:
 - (A) electricity is deemed to exist between us under sections 37 or 39 of the **Electricity Industry Act 2000** (Vic.); or
 - (B) gas is deemed to exist between us under sections 44 or 46 of the **Gas Industry Act 2001** (Vic.), (each a **Deemed Agreement**).

Please contact us if you would like clarification on whether you have a Standing Offer Agreement or a Deemed Agreement.

- (c) This Agreement also applies to you on and from 17 April 2009 if you have a Standing Offer Agreement or a Deemed Agreement with us for your Supply Address immediately prior to 17 April 2009.
- (d) These Agreement Terms set out the terms on which we will supply you gas or electricity. If according to the Agreement Schedule we are supplying you with both gas and electricity, we will do so under separate Agreements, one relating to the supply of gas and one relating to the supply of electricity, each operating independently. Accordingly:
 - (i) where your Agreement Schedule shows you are taking a supply of electricity from us, it will be supplied under an Agreement between you and Origin Electricity consisting of these Agreement Terms and the Agreement Schedule, as applicable to the supply of electricity; and
 - (ii) where your Agreement Schedule shows you are taking a supply of gas from us, it will be supplied under an Agreement between you and Origin Gas, except in relation to the supply of gas in the Mildura Area in which case it will be supplied under an Agreement between you and Origin Retail, consisting of these Agreement Terms and the Agreement Schedule, as applicable to the supply of gas.
- (e) If:
 - (i) you agree a new term or condition in addition to the terms and conditions of this Agreement with us; and
 - (ii) the new term or condition is inconsistent with a term or condition set out in appendix 1 of the Retail Code,

this Agreement terminates and you will enter into a new Market Agreement with us on new terms and conditions which include the inconsistent term or condition.

2. General

In this Agreement:

- (a) **We** and **Us** means Origin Energy Electricity Ltd (ABN 33 071 052 287) (**Origin Electricity**) in relation to the supply of electricity, or Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) (**Origin Gas**) in relation to the supply of gas, except in relation to the supply of gas in the Mildura Area in which case **We** and **Us** means 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;

- (b) **You** means the Customer and **Your** has a corresponding meaning; and
- (c) **Energy** means natural gas or electricity, as the context requires.

3. Supply and sale

We will:

- (a) sell you either:
 - (i) gas and related services; or
 - (ii) electricity and related services; and
- (b) arrange for the delivery of energy to your Supply Address. You agree that in arranging for the delivery of energy to your Supply Address, our obligation is to contact your Distributor on your behalf to arrange for this delivery to occur and as those services are provided under a separate agreement with your Distributor, we have no liability in relation to them.

4. Connections

- (a) If you want us to arrange connection at your Supply Address, you must make an application and provide us with:
 - (i) acceptable identification;
 - (ii) your contact details; and
 - (iii) if your request relates to a rental property, contact details for the property owner or the owner's agents.
- (b) You must also pay any applicable connection charge or such other charge associated with your application which we may charge you under the Regulatory Requirements.
- (c) If we have an obligation to arrange connection on your behalf, this will be done as soon as practicable after you make your application in accordance with the Retail Code. By no later than the next Business Day after the application is made or this Agreement commences to be effective (whichever occurs last), we will request your Distributor to connect you.

5. Term

5.1 Commencement

- (a) If you had a Standing Offer Agreement or a Deemed Agreement with us for your Supply Address immediately prior to 17 April 2009 these terms and conditions will replace the terms and conditions of that Standing Offer Agreement or Deemed Agreement on and from 17 April 2009.
- (b) Otherwise, this Agreement commences when you accept our offer to supply you with energy or when an Agreement is deemed to exist between us both.
- (c) Despite 5.1(b), our obligation under this Agreement to sell you electricity or gas at your Supply Address and your obligation to pay us for electricity or gas consumed at your Supply Address will not commence until we are Responsible for your Supply Address.

5.2 Duration

This Agreement will continue until you terminate it (under clause 5.4) or we terminate it (under clause 5.5) or:

- (a) if you have a Deemed Agreement under section 39 of the **Electricity Industry Act 2000** (Vic.) or under section 46 of the **Gas Industry Act 2001** (Vic.), until the end of the period covered by the second bill issued by us to you; or
- (b) until you enter into a Market Agreement with us for energy purchased at the Supply Address and that agreement comes into effect; or

- (c) if you have a Deemed Agreement under clause 1(b)(ii), another retailer becomes the Responsible retailer for your Supply Address; or
- (d) you cease to be responsible to pay for energy consumed at your Supply Address under clause 5.3 of this Agreement; or
- (e) we are no longer entitled to sell energy due to a Last Resort Event. If termination due to a Last Resort Event occurs, you will not be liable for any termination fee or other penalty.

5.3 Vacating Supply Address (moving property)

- (a) If you intend to vacate your Supply Address you must give us:
 - (i) notice of the date on which you vacated or intend to vacate the Supply Address; and
 - (ii) a forwarding address where we can send a final bill.
- (b) Subject to clause 5.3(c), you must pay us for energy consumed at your Supply Address until the later of:
 - (i) 3 Business Days after the date on which you give us notice of the date on which you vacated or intend to vacate the Supply Address; or
 - (ii) the date on which you vacate the Supply Address.
- (c) You may cease to be liable to pay for energy consumed at your Supply Address from the date specified in the following paragraphs, if that date is earlier than the date determined under clause 5.3(b):
 - (i) if you demonstrate to us that you were evicted or otherwise forced to vacate your Supply Address, the date on which you give us notice under clause 5.3(a);
 - (ii) if another customer enters into a new energy agreement with us for the Supply Address, the date on which the obligation to pay for energy under the new energy agreement is effective;
 - (iii) if another retailer becomes Responsible for the Supply Address, the date on which the other retailer becomes Responsible; and
 - (iv) if the Supply Address is disconnected, the date on which the supply address is disconnected.
- (d) If you have entered into an energy agreement with us for your new supply address, we may include in a bill for energy consumed at that new supply address the amount payable for energy consumed at your vacated Supply Address in accordance with the Retail Code.

5.4 Termination by you

If you are a Standing Offer Customer under clause 1(b)(i) and wish to terminate this Agreement, you must give us 28 days notice. Otherwise you need not give us any notice to terminate this Agreement.

5.5 Termination by us

We may terminate this Agreement if:

- (a) we have disconnected your energy supply under this Agreement in accordance with the Retail Code and you no longer have a right to be reconnected; or
- (b) you transfer to another retailer for the supply of energy to the Supply Address or have entered into a new agreement with us for the supply of energy to the Supply Address;

whichever occurs first.

5.6 Effect of termination

If your Agreement is terminated:

- (a) you will remain liable to make any outstanding payments to us and, if you also vacate the Supply Address, you must provide to us a forwarding address where we can send a final bill;
- (b) we will have no obligation to supply energy to you under this Agreement; and
- (c) the operation of the provisions of this Agreement which by their nature survive termination will not be affected.

6. Price**6.1 Amount**

- (a) We will charge you and you must pay us for:
 - (i) energy which we supply to you;
 - (ii) any other services which we supply to you;
 - (iii) any services we use to deliver the energy to the Supply Address; and
 - (iv) any additional amounts which we may charge you under the Regulatory Requirements including for excluded service charges and, without limitation, those contemplated by this Agreement and those set out in clause 6.3.
- (b) For energy we supply to you, we will calculate the charge in accordance with the relevant tariff or as varied by us and notified to you under clause 6.2. The relevant tariff at any time is the tariff which has been determined by us and published in the Government Gazette.

6.2 Variation of relevant tariff

We will give you notice of any variation to the relevant tariff as soon as practicable and, in any event, no later than your next bill after the variation. That bill will contain, or be accompanied by, written notice of the variation. We will not vary any relevant tariff unless it has been in effect for at least 6 months.

6.3 Additional amounts

- (a) We may charge you an additional amount if:
 - (i) you are a Domestic Customer and, through your fault, you cause any payment of a bill to be dishonoured or reversed and we incur a fee;
 - (ii) you request us to provide you with a copy of the Retail Code (see clause 18.2(b));
 - (iii) you are a Business Customer and we enter into an instalment plan with you;
 - (iv) subject to clause 18.2(d), you request us to provide you with your historical billing data;
 - (v) with your agreement, we bill you on the basis of a different billing cycle available to you (see clause 8.1(a)); or
 - (vi) we estimate your bill because we are unable to read your Meter due to your act or omission, and you later request a bill based on an actual reading (see clause 8.1(c)).
- (b) The amount of any additional amount we charge under clause 6.3(a) will be fair and reasonable having regard to the related costs incurred by us.

7. GST

- (a) Any amount payable by you, and any consideration provided by you under this Agreement which:
 - (i) is consideration for 'taxable supplies' for the purpose of the GST Law; and
 - (ii) does not include GST;will be increased by the amount of the GST payable in relation to that taxable supply.

- (b) All GST must be paid at the same time as the payment to which it relates. Where there is no payment, GST must be paid as reasonably requested by us.

8. Billing and Payment

8.1 Bills

- (a) We will bill you at least once every two months for gas and at least once every three months for electricity in accordance with the Retail Code. Each bill will contain the minimum details required by the Retail Code, including:
 - (i) the relevant tariff or tariffs which apply to you;
 - (ii) the Due Date;
 - (iii) a telephone number for billing and payment enquiries and the 24 hour number for faults and emergencies (belonging to the local distributor);
 - (iv) a summary of payment methods and payment arrangement options;
 - (v) a graph showing your energy usage in accordance with the Retail Code.
- (b) An actual reading of your Meter will be used to determine your bill, unless we are permitted by the Regulatory Requirements to provide you with an estimated bill. We will calculate any estimated bill in accordance with the Retail Code and will, in any event, use our best endeavours to ensure that your Meter is read at least once every 12 months.
- (c) If we provide you with an estimated bill because we are unable to read your Meter due to your act or omission we may charge you an additional amount if you later request a bill based on an actual reading of your Meter.
- (d) We may provide you with estimated bills under a bill smoothing arrangement if we have complied with all the relevant requirements of the Retail Code.
- (e) If we have provided you with an estimated bill, we will adjust the bill in accordance with the relevant requirements of the Retail Code.
- (f) If there is no electricity meter in respect of your Supply Address, we will base your bill on energy data that is calculated in accordance with the Retail Code. The supply of electricity to streetlights and telephone boxes are two examples where the supply of electricity is unmetered.
- (g) You must pay us the amount specified in each bill on or before the Due Date specified on the bill. The Due Date will be at least 12 Business Days from the date of the bill.
- (h) If you are a Business Customer and:
 - (i) you consume more than 20 MWh of electricity per annum; or
 - (ii) you consume more than 150 gigajoules of gas per annum,then if you do not pay your bill on time, we may require you to pay a late payment fee in accordance with the Retail Code and to the extent permitted by the **Electricity Industry Act 2000** (Vic.), the **Gas Industry Act 2001** (Vic.) and other Regulatory Requirements. The amount of any late payment fee will be fair and reasonable having regard to the related costs incurred by us.
- (i) On your request, we will provide you with reasonable information on network charges, retail charges and any other charges relating to the sale or supply of energy comprised in the amount payable under your bill.
- (j) If your bill covers a period other than your usual billing cycle or a period during which your tariff changes, we will charge in proportion to the relevant periods and we will clearly show the relevant details on the bill.

8.2 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 given your consent to a direct debit arrangement, in accordance with section 7.2(b) of the Retail Code). If we enter into a direct debit arrangement with you verbally, we will provide you with written confirmation of the terms and conditions of the direct debit arrangement within 7 days; and
- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

On your request, we will accept payment from you in advance.

8.3 Payments for electricity and gas

If you are a Domestic Customer and we receive a payment from you for charges for the supply or sale of electricity and charges for the supply or sale of gas respectively, we will apply a payment as directed by you. If you do not give a direction, we will apply the payment in proportion to the relative value of those charges.

8.4 Separate goods or services

If you are a Domestic Customer and beyond the sale of electricity or gas, we agree to provide goods or services to you at your Supply Address, we may include our charges for those goods or services in your bill for electricity or gas as long as:

- (a) we show that charge as a separate item in your bill together with a description of those goods or services; and
- (b) we apply any payment from you in the manner you direct or, if you do not give a direction, we apply the payment to the charges for the supply or sale of energy before applying any part of it to the other goods or services.

8.5 Reviewing your Bill

We will review your bill on your request. If your bill is being reviewed, you must pay the lower of:

- (a) the portion of the bill under review which you do not dispute; or
- (b) an amount equal to the average amount of your bills in the previous 12 months.

If the bill under review is correct, you must either pay the unpaid amount or request us to arrange a meter test to be conducted. If your meter is found to comply with the Regulatory Requirements, you must pay the cost of the test and pay the unpaid amount.

If the bill under review is incorrect, we will adjust the bill under clause 8.6.

8.6 Adjustments

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

If we have undercharged or not charged you as a result of a failure of our billing system, we will limit the amount we recover from you to the amount undercharged in the nine months prior to notifying you of the undercharge. Otherwise, we will limit the amount we recover from you to the amount undercharged in the 12 months prior to notifying you of the undercharge. The amount we recover from you is not limited if the undercharging has resulted from an unlawful act committed by you or if the undercharging has resulted from your failure to comply with clause 13.

If we have overcharged you by an amount of \$50 or less, we will credit the amount to the next bill issued to you after we become aware of the overcharging. If we have overcharged you by an amount exceeding \$50, we will inform you within 10 Business Days after becoming aware of the overcharging and will repay any amount overcharged by crediting your next bill, or as reasonably directed by you.

8.7 Payment difficulties

You must contact us if you anticipate you may not be able to pay a bill on or before the Due Date.

You may also be able to participate in our Power On Program which assists customers experiencing financial difficulty with a range of payment solutions. This Program involves us working with you to develop affordable payment plans for you, ensuring you are informed about any government concessions or other assistance to which you may be entitled and helping you make your home more energy efficient.

8.8 Shortened collection cycle

We may shorten your collection cycle if we have given you reminder notices for three consecutive bills or disconnection warnings for two consecutive bills, and otherwise met our obligations under the Retail Code.

If we place you on a shortened collection cycle, we will give you notice within 10 Business Days of doing so.

8.9 Assessment and assistance to Domestic Customers

If:

- (a) you are a Domestic Customer and you notify us that you anticipate you may not be able to pay a bill on or before the Due Date as required by clause 8.7 and you do not agree on an alternative payment arrangement; or
- (b) we otherwise believe you are experiencing repeated difficulties in paying your bills or require payment assistance,

we must:

- (c) 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;
- (d) on request, make available to you documentary evidence of our assessment;
- (e) offer you an instalment plan in accordance with the Retail Code, unless in the previous 12 months you have failed to comply with two instalment plans and do not provide reasonable assurance to us that you are willing to meet payment obligations under a further instalment plan; and
- (f) 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.

We will not commence legal proceedings for recovery of a debt from you until these conditions are satisfied. In addition, we will not commence legal proceedings for recovery of a debt while you continue to make payments according to an agreed payment arrangement. We will comply with any guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the **Trade Practices Act 1974** (Cth).

We will also consider conducting an energy efficiency field audit in accordance with the Retail Code.

8.10 Business Customers

If you are a Business Customer we will consider any reasonable request from you for an instalment plan. We may impose an additional retail charge if we enter into an instalment plan with you.

9. Security Deposits**9.1 Domestic Customers**

If you are a Domestic Customer we may require you to pay a Security Deposit in accordance with the Retail Code and applicable Regulatory Requirements if:

- (a) you have left a previous Supply Address or have transferred to us and still owe us or the former retailer more than \$120;
- (b) within the previous two years you have used energy otherwise than in accordance with Regulatory Requirements;
- (c) you are a new Customer and have refused to provide us with acceptable identification; or
- (d) we determine that you have an unsatisfactory credit rating (having regard to any relevant Regulatory Requirements, including section 8.1(b) of the Retail Code) and we have offered you an instalment plan and you have not accepted that offer.

9.2 Business Customers

If you are a Business Customer we may require you to pay a Security Deposit if our decision to require the Security Deposit is fair and reasonable in all the circumstances.

9.3 Use of Security Deposit

We will only use and will repay your Security Deposit in accordance with the Retail Code.

10. Credit assessment

- (a) You consent to us conducting a credit assessment of you and to using any information we are permitted by law to use to establish your creditworthiness.
- (b) We may disclose your personal information to a credit reporting agency for the following purposes:
 - (i) to obtain a consumer credit report about you if you have applied for consumer or commercial credit; and/or
 - (ii) to allow the credit reporting agency to create or maintain a credit information file containing information about you.
- (c) The type of information we may disclose is limited to:
 - (i) your identity particulars;
 - (ii) the fact that you are entering into an Agreement with us;
 - (iii) the fact that we are a current credit provider to you;
 - (iv) any payments overdue for more than 60 days that we have taken steps to recover;
 - (v) information that payments are no longer overdue;
 - (vi) information that in our opinion you have committed a serious credit infringement; and
 - (vii) dishonoured payments – if a cheque from you for more than \$100 has been dishonoured more than twice.
- (d) This information may be given before, during or after the provision of credit to you.
- (e) Where you are applying for consumer credit you also agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing your application.
- (f) Where you are applying for commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you for the purpose of assessing your application.
- (g) If you are taking supply, or have agreed to take a supply, of energy from us you agree we may also exchange permitted credit information about you with other credit providers, to assess your creditworthiness and in circumstances of default (either with us or with the other credit provider).

11. Disconnection**11.1 Grounds for disconnection**

We may disconnect your energy supply in the circumstances permitted by the Retail Code and where we have followed the procedures required by the Retail Code as detailed in clauses 11.2 to 11.5, including:

- (a) on your request;
- (b) if you fail to pay your bill by the Due Date;
- (c) if, due to your act or omission we, or one of our authorised agents, have been unable to access your Meter or your Supply Address for three consecutive Meter readings; or
- (d) if you have refused to provide a Security Deposit or acceptable identification when required to do so.

11.2 Non-payment of a bill

- (a) We may only disconnect you on the ground set out in clause 11.1(b) if:
 - (i) the failure does not relate to an instalment under your first instalment plan with us;
 - (ii) we have given you all notices required by the Retail Code;
 - (iii) you have called our telephone number for payment assistance enquiries, we have responded to your enquiry and have provided advice on financial assistance; and
 - (iv) if you are on a shortened collection cycle under clause 8.8, we have contacted you in person or by telephone to advise of the imminent disconnection;and, before disconnection, you:
 - (v) do not provide a reasonable assurance to us that you are willing to pay our bills; or
 - (vi) do so, but then do not meet your obligations under the Retail Code.
- (b) Despite clause 11.2(a), we may not disconnect you if you are a Domestic Customer and if the failure to pay our bill occurs through lack of sufficient income, until we have also complied with clause 8.9 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.

11.3 Denying access to your Meter

We may only disconnect you on the grounds set out in clause 11.1(c) if we have used our best endeavours to contact you and have given you all notices required by the Retail Code and you continue to fail to ensure we are provided access to your Meter.

11.4 Refusal to provide acceptable identification or Security Deposit

We may only disconnect you on the ground set out in clause 11.1(d) if we have given you all notices required by the Retail Code and you continue to fail to provide the acceptable identification or Security Deposit.

11.5 No disconnection

Despite this clause 11, we must not disconnect:

- (a) a Domestic Customer for non-payment of a bill:
 - (i) where the amount payable is less than \$120 (exclusive of GST); or
 - (ii) if you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
- (b) any Customer for non-payment of a bill:
 - (i) 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; or

- (ii) if the only charge you have not paid is a charge not for the supply or sale of energy;
- (c) a customer if:
 - (i) for electricity, your Supply Address is registered by the relevant Distributor as a life support machine Supply Address; or
 - (ii) for gas, your Supply Address is registered by us (in accordance with the Regulatory Requirements) or a Distributor as a medical exemption Supply Address.
- (d) a customer, unless otherwise requested by you:
 - (i) after 2.00 pm (for a Domestic Customer) or 3.00 pm (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.

12. Reconnection

If we have disconnected your supply, and you rectify the reason for disconnection within 10 Business Days of disconnection as required by the Retail Code, then at your request, but subject to the Regulatory Requirements and your payment of any reconnection charge, we will connect your supply within the time specified in the Retail Code.

13. Access to your Supply Address and Meter

- (a) You will allow us (and for the purposes of this clause, 'us' includes our agents and your Distributor) and our equipment to have safe, convenient and unhindered access to your Supply Address and Meter:
 - (i) to read your Meter;
 - (ii) to connect, disconnect or reconnect your supply; and
 - (iii) to inspect or test any Meter energy equipment on the Supply Address.
- (b) You must allow your Distributor and its agents access to the Supply Address to undertake repairs, testing or maintenance of the distribution system.

14. Other obligations you must comply with

You agree to comply with the Retail Code and all other Regulatory Requirements insofar as those Regulatory Requirements are applicable to you.

15. Variation of Agreement

The tariffs you pay under this Agreement may only be varied in accordance with clause 6.2 of this Agreement. We may vary other parts of this Agreement:

- (a) in accordance with the Retail Code; or
- (b) under the **Electricity Industry Act 2000** (Vic.) or the **Gas Industry Act 2001** (Vic.) (as the case may be) and published in the Government Gazette.

16. Liability

16.1 Quality of supply

The quality, frequency and continuity of your electricity supply, and the quality, pressure and continuity of your gas supply are subject to a range of factors including accidents, weather and acts of others such as your Distributor. The nature of energy means that we do not guarantee:

- (a) the quality, frequency or continuity of the electricity delivered to your Supply Address, or
- (b) the quality, pressure or continuity of the gas delivered to your Supply Address.

16.2 Preservation of legislative provisions

This Agreement does not vary or exclude the operation of:

- (a) section 78 of the National Electricity Law;
- (b) section 117 of the **Electricity Industry Act 2000** (Vic.);
- (c) section 232 or 233 of the **Gas Industry Act 2001** (Vic.); or
- (d) section 33 of the **Gas Safety Act 1997** (Vic.).

16.3 Business Customer's Precautions

If you are a Business Customer then you must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of yours, which may result from poor quality, or reliability of energy supply.

16.4 Limit on Liability

Our liability under this Agreement is limited to the maximum extent permitted by section 68A of the **Trade Practices Act 1974** (Cth). That is, our liability for breach of this Agreement is limited to:

- (a) in the case of goods being energy:
 - (i) the replacement of the energy or the supply of equivalent energy; or
 - (ii) the payment of the cost of replacing the energy or of acquiring equivalent energy;
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

16.5 Exclusion of implied warranties

To the fullest extent permitted by law, all warranties implied by common law or statute are excluded from this Agreement unless expressly included. However, if any part of this Agreement is unlawful, unenforceable or invalid, that part is to be treated as removed from the Agreement, but the rest of the Agreement is not affected.

16.6 Force Majeure Event

If, as a result of a Force Majeure Event, either you or we would be in breach of this Agreement then your or our obligations under this Agreement are suspended to the extent that they are affected by the Force Majeure Event, except that both we and you must comply with our obligations in the applicable Regulatory Requirements. This applies for as long as the Force Majeure Event continues.

The party affected by a Force Majeure Event must give the other party prompt notice of the Force Majeure Event, including full information about the Force Majeure Event, an estimate of its likely duration, the obligations affected by it, the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

If the effects of a Force Majeure Event are widespread we will be deemed to have given you prompt notice of the Force Majeure Event 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.

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. This does not require either of us to settle any industrial dispute in any way we do not want to.

17. Terms of the Retail Code and Regulatory Requirements

- (a) If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the relevant provision of Regulatory Requirement is incorporated as if it were a term of this Agreement.

- (b) If there is any inconsistency between a Regulatory Requirement and the Agreement Schedule or the Agreement Terms, the Regulatory Requirement will prevail followed by the Agreement Schedule and then the Agreement Terms. Where there is express inconsistency between a Regulatory Requirement and this Agreement the relevant term of the Agreement is void and the Regulatory Requirement is deemed to form part of this Agreement in its place.
- (c) Where this Agreement discusses you or us exercising a right or performing an obligation, you or we must exercise that right or perform that obligation in accordance with the requirements of the relevant Regulatory Requirement.

18. Provision of information

18.1 Your Obligations

You must notify us as soon as possible if any of your contact details change.

18.2 Our Obligations

- (a) If you are a Domestic Customer, we will provide you with a free copy of our customer charter:
 - (i) at or as soon as practicable after the time you are connected at a new Supply Address or you transfer to us from another retailer;
 - (ii) on request by you, following which the copy will be handed to you or posted to your address within 2 Business Days of your request; or
 - (iii) where you are a Deemed Customer, as soon as practicable after your energy contract begins.

We will comply with our obligations under section 26.2 of the Retail Code in relation to our customer charter.
- (b) We will handle a complaint by you in accordance with the relevant Australian Standard on Complaints Handling. Our customer charter will provide information on our complaints handling process.
- (c) If you request us to, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. You may also inspect the Retail Code at the Essential Services Commission website at www.esc.vic.gov.au
- (d) We will retain your historical billing data for at least two years, even if you terminate this Agreement with us. If you request us to, we will provide you with any of your historical billing data which we then retain for the period you request. We will use our best endeavours to provide your historical billing data to you within 10 Business Days of your request, or such other time as we may agree. We may charge you an additional amount for doing so if:
 - (i) this is not your first request within the preceding year; or
 - (ii) the data relates to a period prior to the preceding two years,

unless the historical billing data is required for the purposes of handling a genuine complaint made by you.
- (e) If you have transferred to another retailer and request your historical billing data from us relating to a period within two years prior to the date of the request, we will provide you with any of the requested information we have retained. We will use our best endeavours to provide your historical billing data to you within 10 Business Days of your request, or such other time as we may agree. We may charge you an additional amount for providing this data to you.
- (f) If you request us to, we will also provide you with:
 - (i) energy efficiency advice;
 - (ii) if you are a Domestic Customer, information on all concessions; and

- (iii) reasonable information on the tariffs which we may offer you within the time and in accordance with the Retail Code.
- (g) If you provide confirmation:
 - (i) from a registered medical practitioner or a hospital that a person residing at your Supply Address requires a life support machine or otherwise has a medical condition that requires continuous supply; or
 - (ii) that your Supply Address is affected by a fault,we will advise the Distributor as required by the Retail Code.

18.3 Your Privacy

We collect your personal information and confidential information (including metering data) where it is required under the Regulatory Requirements and because without it we can't provide you with energy and related products and services under our Agreement with you. We may also collect sensitive information about you (for example, if you notify us that life support equipment is used at your Supply Address).

You give your explicit informed consent to our exchanging your information with our related bodies corporate, agents and contractors (such as mail houses, data processing analysts and debt collection agencies) and, where relevant, your Distributor and other energy retailers, where required to provide you with those products and services and also for any other purpose you have consented to or as authorised by law. We may also disclose your personal information to a credit reporting agency in certain circumstances.

If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information we hold about you, call us on 13 24 61. Our privacy policy is available at www.originenergy.com.au

By accepting this Agreement, you consent to us collecting, using and disclosing your information as set out above.

19. Notices

Unless the Regulatory Requirements contemplate notice being provided in a different manner, a notice given by us under or in connection with this Agreement will be in writing and given to you:

- personally; or
- by post, addressed to your Supply Address or any other address you nominate from time to time. The notice will be taken to be received by you on the third Business Day after the date of posting to your address set out in the Agreement Schedule; or
- by email if you have provided us with an email address; or
- by fax if you have provided us with a fax address.

20. Further information

If you have an enquiry or a complaint relating to our service, please call us on 13 24 61 and we will work to satisfy your concerns. We aim to resolve all telephone enquiries and complaints when you initially contact us. If we are unable to resolve your enquiry or complaint when you initially contact us, we will tell you when we expect to be in a position to resolve your enquiry or complaint. We will endeavour to answer all your written enquiries and complaints within 5 Business Days from the day we receive your written enquiry or complaint. You may also request to have your complaint reviewed by a higher level of management within Origin. If you still believe that your complaint has not been satisfactorily resolved, you can contact the Victorian Energy and Water Ombudsman on 1800 500 509 or at www.ewov.com.au

We will only assign this Agreement with your consent unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail sales business.

21. Definitions and Interpretation

21.1 Definitions

In this Agreement:

Agreement means the Agreement Schedule and these Agreement Terms.

Agreement Schedule means the letter provided to you with these Agreement Terms.

Agreement Terms means this document.

Business Customer means a Customer who is not a Customer who purchases energy principally for personal, domestic or household use.

Business Day means a day that is not a Saturday, Sunday or public holiday (and on which banks are open for business generally) in the district where your Supply Address is located.

Customer means:

- (a) the person who accepts an offer for the supply of energy under clause 1(b)(i) (**Standing Offer Customer**); or
- (b) the person who is deemed to have an Agreement with us for the supply of energy under clause 1(b)(ii) (**Deemed Customer**).

Distributor means the holder of the distribution licence in respect of the distribution system to which your Supply Address is connected.

Domestic Customer means a Customer who purchases energy principally for personal, household or domestic use at the relevant Supply Address.

Due Date means the date by which you must pay your bill.

ESC means the Essential Services Commission.

GST has the meaning given to it in the GST Law.

GST Law has the meaning given to it in **A New Tax System (Goods and Services Tax) Act 1999** (Cth) as amended from time to time.

Last Resort Event in respect of Origin means when:

- (a) Origin's retail licence is suspended or revoked; or
- (b) Origin's right to acquire electricity from the wholesale electricity market, or gas from a wholesale gas market or a producer (as the context requires), is suspended or terminated,

whichever occurs first.

Market Agreement means an energy agreement with a Customer which is not a Deemed Agreement under clause 1(b)(i) nor an energy agreement arising from the acceptance of a Standing Offer Agreement under clause 1(b)(ii).

Meter has the same meaning as in the Retail Code.

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

Regulatory Requirements means all relevant legislation, regulations, codes, guidelines, orders in council, licences, proclamations, directions or standards applicable to participants in the Victorian region of the national electricity market or participants in the Victorian gas market, and includes, without limitation, the Retail Code, the **Electricity Industry Act 2000** (Vic.), the **Electricity Safety Act 1998** (Vic.), the National Electricity Law, the **Gas Industry Act 2001** (Vic.), the **Gas Safety Act 1997** (Vic.) and the **Privacy Act 1988** (Cth).

Responsible has the same meaning as in the Retail Code.

Retail Code means the Energy Retail Code determined by the ESC.

Security Deposit means the amount of money or other arrangement we request from you as a security against you not paying your final bill, defined as refundable advance in the Retail Code.

Supply Address means the premises where you take supply from us under the terms of this Agreement.

21.2 Interpretation

In this Agreement unless otherwise stated:

- (a) where this Agreement discusses you or us exercising a right or performing an obligation, you or we must exercise that right or perform that obligation in accordance with the requirements of the relevant Regulatory Requirement;
- (b) a reference to this document or another instrument includes any variation or replacement of any of them;
- (c) the singular includes the plural and vice versa;
- (d) 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;
- (e) 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;
- (f) a day is the period of time commencing at midnight and ending 24 hours later;
- (g) a month is a calendar month;
- (h) a person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (i) if an example is given of any thing (including a right, obligation or concept), the scope is not limited to the example.

Origin Energy Electricity Limited ABN 33 071 052 287,
Origin Energy Retail Limited ABN 22 078 868 425 and
Origin Energy (Vic) Pty Limited ABN 11 086 013 283,
Collateral code: 1546.Nov08.ALL

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