



# Victoria Government Gazette

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## Gas Industry Act 2001

### ENERGY CONTRACT – STANDING OFFER TERMS AND DEEMED TERMS (GAS)

#### TERMS OF STANDING OFFER

These Standing Offer terms and conditions are published in accordance with section 42 of the *Gas Act* and will come into force on 17 June 2012. When in force these terms and conditions will by law be binding on us and any customer to whom they are expressed to apply under the *Gas Act* without the need for us or that customer to sign a document containing these terms and conditions.

#### 1. THE PARTIES

This contract is between:

Alinta Energy Retail Sales Pty Ltd, ABN 22 149 658 300, trading as Alinta Energy of Level 11, 20 Bridge Street, Sydney, NSW 2000 (in this *energy contract* referred to as *we*, *our* or *us*); and

You, the *customer* to whom this *energy contract* is expressed to apply (in this *energy contract* referred to as *you* or *your*).

#### 2. DEFINITIONS

Words appearing in bold type like *this* are defined in Schedule 1 to this contract.

#### 3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

##### 3.1 These are our terms and conditions

This document sets out our current *standing offer* terms and conditions for the purposes of the *Gas Act*.

##### 3.2 Standing offer and deemed customer contracts

These terms and conditions apply to you (and as a consequence as you have an *energy contract* or a *deemed contract* with us) under the *Gas Act* if you are a *domestic or small business customer* in relation to your *supply address* and:

- (a) in respect of a *standing offer* you accept an offer from us for the sale of gas at your *supply address* on or after 17 June 2012; and
- (b) you are a *deemed customer*.

#### 4. WHAT IS THE TERM OF THIS CONTRACT?

##### 4.1 When does this contract start?

- (a) Your contract with us for your *supply address* will start:
  - (i) in respect of a *standing offer*, when you accept an offer from us for the sale of gas at your *supply address*; and
  - (ii) for *deemed contracts*, when you first start using gas at that *supply address*.
- (b) Despite paragraph 4.1(a) our obligation to sell you gas at your *supply address* will not commence until we are *responsible* for your *supply address*.

##### 4.2 Cooling off Period standing offers?

If you accept our standing offer to purchase gas then you have 10 *business days* from the date of acceptance to notify us that you do not wish to continue with this *energy contract*. You may also have rights to cancel this *energy contract* under the *Australian Consumer Law*.

**SPECIAL**

### 4.3 When does this contract end?

Subject to clause 4.2 and 4.4, your contract will end:

- (a) when you enter into a new contract with us for your *supply address* and that contract commences; or
- (b) when another *customer* enters into a new contract with us or another *retailer* for that *supply address*.
- (c) if you have vacated or intend to vacate your *supply address*, on the day you cease to be responsible to pay for gas supplied to that *supply address* under clause 14;
- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your *supply address* reconnected following disconnection in accordance with clause 12;
- (e) if you are a *deemed customer*, at the end of the period covered by the second bill issued by us to you or you terminate this contract (in which case no notice is required);
- (f) if you are a *deemed customer*, another retailer becomes responsible for your *supply address*;
- (g) if you are a *standing offer customer*, by you giving us at least 28 days' notice; or
- (h) if we are no longer entitled to sell energy due to a *last resort event*.

### 4.4 Rights on the contract ending

The ending of this *energy contract* does not affect any rights or obligations which have accrued under this *energy contract* prior to that time.

## 5. SCOPE OF THIS CONTRACT

### 5.1 What is covered by this contract?

We agree to sell to you gas and related services, arrange for the delivery of gas to your *supply address* (by your *distributor*) and perform our other obligations set out in this *energy contract*.

In return, you are required to pay the amount billed by us under clause 7 of this contract, and perform your other obligations under this *energy contract*.

### 5.2 Connection

If you require connection at your *supply address*, we can arrange the connection with the *distributor* at your request and at your cost upon receipt of your application together with any information required under the *Energy Retail Code*. If we have an obligation to arrange a connection on your behalf we will do this in accordance with the *Energy Retail Code*.

## 6. PRICE FOR GAS AND OTHER SERVICES

### 6.1 What are our tariffs and charges?

Our current *tariffs* and charges for the gas and other services are published in the Victorian Government Gazette and will also be described in our *price list* which can be obtained from [www.alintaenergy.com.au](http://www.alintaenergy.com.au). If you ask us we will also provide you will a copy of our current *price list*.

### 6.2 Which tariff applies to you?

Our *price list* explains each category or type of *tariff* and the conditions that need to be satisfied for each *tariff* and charge to apply.

Our price list also sets out other fees and charges which might apply to you and to your *supply address*.

In some cases, you will be able to select a *tariff* to apply to you. If you do not choose a *tariff*, we will assign one to you.

### 6.3 Variations to the tariffs and charges

We can vary our *tariffs* (including categories, types or rates) no more than once every six months in accordance with the requirements of the *Gas Act* or other *applicable regulatory instruments* and any variation will be published on our website and in the Victoria Government Gazette and in accordance with the *Energy Retail Code*.

We will notify you of any changes to your applicable *tariff* as soon as possible and, in any event, with your next bill.

If the conditions applying to our *tariffs* and charges change so that your previous *tariff* and charges no longer apply to you at your *supply address*, we can decide which *tariffs* and charges will apply.

We can also vary the fees and charges listed in our *price list* (other than *tariffs*) at any time.

Any such variation will take effect from the date being one month after the variation is published on our website at [www.alintaenergy.com.au](http://www.alintaenergy.com.au)

### 6.4 Switching tariffs

You must tell us if your circumstances relating to your eligibility for a *tariff* or charge change. If your eligibility for a *tariff* changes or, the distribution *tariffs* your *distributor* applies to your *supply address* change, we may assign a different *tariff* or category of *tariff* to you.

If you think you satisfy all of the conditions applying to another *tariff* or charge, you can ask us to review your current circumstances to see whether that *tariff* or charge can apply to you.

### 6.5 Changes to the tariff rates and charges during a billing cycle

If a *tariff* rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old *tariff* or charge up to and including the date of change; and
- (b) the new *tariff* or charge from that date to the end of the *billing cycle*.

### 6.6 Changes to the tariff type/category during a billing cycle

If the type or category of *tariff* or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old *tariff* or charge up to and including the date of change; and
- (b) the new *tariff* or charge from that date to the end of the *billing cycle*.

### 6.7 Additional amounts

- (a) Subject to *applicable regulatory instruments*, we may also charge you additional amounts if:
  - (i) we arrange for a *meter* reader to return to your *supply address* to read the *meter* in the circumstances set out in clause 7.4(b);
  - (ii) we agree a shorter billing cycle less than three months at your request;
  - (iii) you are a *business customer* and we enter into an instalment plan with you at your request;
  - (iv) we provide a copy of the *Energy Retail Code* to you at your request;
  - (v) we provide historical billing and metering data to you at your request and the request is not the first request by you within the preceding year or the data requested relates to a period prior to the preceding two years;
  - (vi) you have transferred to another *retailer* and we provide historical billing and metering data to you at your request; and
  - (vii) you are a *domestic customer* and, due to your breach, any payment of a bill is dishonoured or reversed and we incur a fee.
- (b) Any additional amounts charged will be fair and reasonable having regard to the related costs incurred by us.

## 6.8 GST

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 7.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for taxable supplies as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the **Competition and Consumer Act 2010** (Cth).

## 7. BILLING

### 7.1 When bills are sent

We will send a bill to you as soon as possible after the end of each *billing cycle*. This will be at least once every three months in accordance with the *Energy Retail Code*.

If we fail to issue a bill following the end of a *billing cycle*, we will offer you the option of paying for any gas used during the relevant *billing cycle* under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

### 7.2 Calculating the bill

We will calculate at the end of each *billing cycle*:

- (a) the bill for gas supplied during that *billing cycle* (using information obtained from reading your meter or using an approved estimating system);
- (b) the amount for any other services supplied under this contract during the *billing cycle*;
- (c) any services we use to deliver the energy to your *supply address* during that *billing cycle*; and
- (d) any additional retail charges we may charge you under *applicable regulatory instruments* during that *billing cycle*.

### 7.3 Metered charges

We will usually charge you for your metered consumption of gas, using the applicable **tariffs** determined or varied in accordance with clause 6.

### 7.4 Estimating the gas usage

- (a) If we are not able to reasonably or reliably base a bill on a reading of your *meter* for any reason (for example, if access to the *meter* cannot be gained, or the *meter* breaks down or is faulty), we may provide you with an estimated bill in accordance with *applicable regulatory instruments*.
- (b) If the *meter* is unable to be read due to your actions, subject to *applicable regulatory instruments*, we can bill you any charges we incur in arranging for a meter reader returning to your *supply address* to read the meter.
- (c) If we provide you with an estimated bill we will adjust your bill in accordance with the *Energy Retail Code*. We will endeavour to read your *meter* at least once in any 12 months.
- (d) We may also provide you with an estimated bill under a bill smoothing arrangement in accordance with the *Energy Retail Code*.

### 7.5 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

## 7.6 Proportionate billing

If we issue a bill which 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 show the details on your bill.

## 7.7 Contents of a bill

The bill will be in a form and contain such information as is required by the *Energy Retail Code*. This will include:

- your name and account number, *supply address* and mailing address;
- the period covered by the bill;
- the relevant *tariff* which applies to you;
- the total amount of gas consumed during the period covered by the bill;
- whether the bill is based on a *meter* reading or is an estimated bill or is based on substituted data;
- the due date for payment;
- the telephone number for billing and payments enquiries;
- a summary of payment methods.

## 7.8 Bill information request

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

## 7.9 Shortened billing cycle

We may place you on a shortened collection cycle if we have given you reminder notices for three consecutive bills or disconnection notices for two consecutive bills and also complied with our obligations under the *Energy Retail Code*. We will notify you that we have placed you on a shortened collection cycle within 10 *business days* of doing so.

## 8. PAYING YOUR BILL

### 8.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment. That date will be not less than 12 *business days* from the date of dispatch of the bill.

### 8.2 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill including in person at the agencies or outlets specified in the bill, by mail or by direct debit arrangement (where you have given your consent to a direct debit arrangement in accordance with clause 7.2(b) of the *Energy Retail Code*). We will also accept payment in advance from you. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

### 8.3 Late payments

Subject to *applicable regulatory instruments*, if you do not pay your bill on time, we may require you to pay our fair and reasonable costs of recovering that amount from you. If you are a *business customer*, you may also be required to pay interest on the outstanding amount as set out in the *price list*.

This clause does not affect our right to arrange for your *supply address* to be disconnected under clause 12 of this *energy contract*.

### 8.4 Difficulties in paying

If you have difficulties paying your bill, you must contact us as soon as possible. We will provide you with information about various payment options (including instalment plans) and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

We are also required by the *Energy Retail Code* to do this where we believe you may be experiencing repeated difficulties in paying your bill or require payment assistance or information.

If you are a *domestic customer* we must:

- (a) assess in a timely way whatever information you provide or we may 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;
- (b) at your request, make available documentary evidence of that assessment to you;
- (c) unless you have in the previous 12 months failed to comply with two instalment plans and do not provide us with reasonable assurance that you are willing to meet your payment obligations under a further instalment plan, offer you an instalment plan; and
- (d) provide you with details on concessions including the Utility Relief Grant, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

We will not commence legal proceedings for recovery of debt from you if you are a domestic customer unless we have complied with these obligations. We will also not commence legal proceedings 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 168 of the *Australian Consumer Law*.

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.

If you are a *domestic customer* we will consider conducting a field audit to assist you to address the difficulties you may have paying our bills. We will only conduct such an audit if we agree with you to do so.

#### 8.5 Payment for other services or additional amounts

If you are a *domestic customer* and beyond the supply or sale of gas, we also supply other goods or services to you, we may bill you separately for those other goods or services or include them in the bill for the supply or sale of gas. If we issue a bundled bill we will show the charge for the other goods or services as a separate item and apply payments received from you as you direct or, if you give no direction apply the payment first to the supply or sale of gas before applying any part to the other goods or services.

#### 8.6 Reviewing your bill

We will review your bill at your request. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

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

You must also pay any future bills.

If the bill under review is correct, you must with pay the unpaid amount or request us to arrange a meter test in accordance with *applicable regulatory instruments*. If your *meter* is found to comply with *applicable regulatory instruments*, 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 in accordance with clause 10.1 or clause 10.2.

### 9. METERS

You must allow safe and convenient access to your *supply address* and *meter* for the purposes of reading, inspecting the relevant *meters* and for connection, disconnection and reconnection.

## 10. OVERCHARGING AND UNDERCHARGING

### 10.1 Undercharging

We may recover from you any amount you have been undercharged in accordance with the *Energy Retail Code*.

Where you have been undercharged as a result of a failure of our billing system, we can only recover the amount undercharged in the 9 months prior to the date of which we notify you the undercharging has occurred. In other circumstances we can only recover the amount undercharged in the 12 months prior to notifying you of the undercharge. The amount we can recover is not limited to the extent the undercharging resulted from an unlawful act by you or from your failure to comply with clause 9. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

### 10.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$50 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this contract, we will pay you that amount within 10 *business days*.

Where the amount overcharged is more than \$50, and you have already paid that amount, we must tell you within 10 *business days* of becoming aware of the undercharging and repay any amount overcharged by crediting your bill or as otherwise reasonably directed by you.

## 11. REFUNDABLE ADVANCES

### 11.1 Requirement to provide refundable advance

- (a) If you are a *domestic customer* we may require you to provide a *refundable advance* in accordance with the *Energy Retail Code* and other *applicable regulatory requirements* if:
- (i) you have left a previous *supply address* or have transferred to us and still owe us or a former *retailer* more than \$120;
  - (ii) within the previous two years you have used gas otherwise than in accordance with applicable laws and codes;
  - (iii) you are a new *customer* and have refused to provide acceptable identification in accordance with the *Energy Retail Code*; or
  - (iv) we determine that you have an unsatisfactory credit rating, having regard only to any *applicable regulatory instruments* and subject to clause 8.1(b) of the *Energy Retail Code*.

### 11.2 Use of a Refundable Advance

We will only use and will repay your *refundable advance* in accordance with the *Energy Retail Code*.

### 11.3 Business customers

If you are a *business customer*, we may require you to pay a *refundable advance* in accordance with the *Energy Retail Code*.

## 12. DISCONNECTION OF SUPPLY

### 12.1 When can we arrange for disconnection?

Subject to us satisfying the requirements and following the procedures in the *Energy Retail Code*, we can arrange for the disconnection of your *supply address*:

- (a) at your request;
- (b) if you do not pay your bill by the last day for payment;
- (c) if due to your act or omission, your meter is not accessible for the purpose of a reading for three consecutive bills in your billing cycle;

- (d) if you refuse to provide acceptable identification or a *refundable advance*;
  - (e) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.
- You should be aware that there are other circumstances in which your *distributor* can arrange for disconnection, such as in cases of emergency or for safety reasons or for maintenance or where you are breaching clause 16.1. These are detailed in your *distribution contract*.

### 12.2 Comply with the *Energy Retail Code*

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

### 12.3 No Disconnection

We will not disconnect you:

- (a) unless we have given you the warnings and notices required by the *Energy Retail Code*;
- (b) unless we have complied with the requirements of the *Energy Retail Code*;
- (c) unless permitted to do so by the *Energy Retail Code*;
- (d) if your *supply address* is registered by the relevant *distributor* as a life support machine supply address;
- (e) for non-payment of a bill where:
  - (i) the amount payable is less than \$120;
  - (ii) you are a *domestic customer* who has applied for a Utility Relief Grant and a decision on the application has not been made;
  - (iii) you have made a complaint directly to the Energy and Water Ombudsman Victoria or another external dispute resolution body and the complaint remains unresolved;
  - (iv) the only charge you have not paid is not a charge for the supply or sale of energy; or
- (f) unless otherwise requested by you:
  - (i) on a weekday: after 2 pm (for a *domestic customer*) or 3 pm for a *business customer*; or
  - (ii) on a Friday, on a weekend or a public holiday or on the day before a public holiday.

### 13. RECONNECTION AFTER DISCONNECTION

If:

- (a) we have disconnected you;
- (b) you rectify the reason for the disconnection within 10 *business days* of the disconnection in accordance with the *Energy Retail Code*; and
- (c) you request us to reconnect you then,

subject to applicable laws and codes and you paying any reconnection charge we will reconnect you within the time specified by the *Energy Retail Code*.

### 14. VACATING A SUPPLY ADDRESS

- (a) You must give us at least 3 *business days*' notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill.
- (b) Subject to clause 14(c), you must pay us for gas supplied to your *supply address* until the later of:
  - (i) 3 *business days* after the date on which you gave 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 gas consumed at the **supply address** from the date specified in the following paragraphs if:
  - (i) you demonstrate to us that you were evicted or otherwise forced to vacate the **supply address**, the date on which you give us the notice under clause 14(a);
  - (ii) if we and another **customer** enter into an **energy contract** or a **deemed contract**, the date on which the obligation to pay for gas under that new contract is effective;
  - (iii) another **retailer** becomes **responsible** for the **supply address**, the date on which the other **retailer** becomes **responsible**; or
  - (iv) the **supply address** is disconnected, the date on which the **supply address** is disconnected.
- (d) If we have entered into an **energy contract** for another **supply address** we may include in a bill for the other **supply address** the amount payable for gas consumed at the vacated **supply address** in accordance with the **Energy Retail Code**.

## 15. LIABILITY

### 15.1 Quality of gas supplied to your **supply address**

You acknowledge that the quality, pressure and reliability of gas supplied to your **supply address** is subject to a variety of factors outside our control. You should also be aware that gas suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the **supply address**;
- (b) animals, vegetation, the actions of vandals and other people;
- (c) the existence of emergency or dangerous conditions;
- (d) damage to a gas system;
- (e) the design and technical limitations of the gas system;
- (f) the demand for gas at any point in time; and
- (g) the acts or omissions of your **distributor**.

You acknowledge that the nature of gas supply is such that, except as required by law, we cannot guarantee to you the quality, pressure or reliability of supply of gas delivered to your **supply address**.

### 15.2 How this clause operates with the Australian Consumer Law

Our liability under this **energy contract** is limited to the maximum extent permitted by section 64A of the **Australian Consumer Law**. To the extent that it is fair and reasonable to do so, our liability for breach of this **energy contract** or any condition, warranty or representation or right which might be implied into or form part of this **energy contract** is limited to:

- (a) providing equivalent goods or services provided under this contract; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your **supply address**, or acquiring equivalent goods or services.

### 15.3 Exclusion of implied warranties

To the maximum extent permitted by law, all warranties implied by common law or statute are excluded from this **energy contract** unless expressly included.

### 15.4 Acknowledgment by business customers

If you are a **business customer** you:

- (a) acknowledge and understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction; and
- (b) you also acknowledge that we recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

**15.5 Gas Act**

This clause 15 applies in addition to, and does not vary or exclude, the operation of section 232 or 233 of the *Gas Act* or section 33 of the *Gas Safety Act 1997* (Vic.).

**15.6 Survival of this clause**

This clause 15 survives the termination of this *energy contract*.

**16. USE OF GAS AND ILLEGAL USE****16.1 Use of gas**

You must not:

- (a) allow gas purchased from us to be used other than in accordance with this contract or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any *meters* or associated equipment.

**16.2 Illegal use**

If you have breached clause 16.1 of this *energy contract*, we may, in accordance with the *Energy Retail Code* estimate the amount of the gas so obtained and bill you or take debt recovery action against you for that amount.

**17. INFORMATION WE NEED**

You must provide us with all information we reasonably require for the purposes of this *energy contract*. All information must be correct. We have rights under the *Gas Act* and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying gas changes).

**18. WE CAN AMEND THIS CONTRACT**

Subject to clause 6.3, we can amend these terms and conditions at any time in accordance with the *Gas Act* and the requirements of the *Energy Retail Code*. Subject to the *Energy Retail Code*, any amendment will take effect from the date referred to in the Victorian Government Gazette.

**19. NOTICES**

Unless the *Energy Retail Code* permits (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices:

- (a) by post to your *supply address* or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second *business day* after it was sent;
- (b) by email if you have provide us with an email address;
- (c) by fax if you have provide us with a fax address.

A notice can also be given to you personally.

**20. PRIVACY AND CONFIDENTIALITY****20.1 Privacy of information**

Subject to clauses 20.2 and 25 of this *energy contract* we must keep your information about *clause* confidential.

**20.2 Disclosure**

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent;
- (d) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing; or
- (e) for the purposes of conducting a credit assessment in accordance with clause 20.3.

### 20.3 Credit assessment

Subject to any applicable laws and *applicable regulatory instruments*:

- (a) You consent to us conducting a credit assessment of you and using any information we have or may obtain to establish your creditworthiness.
- (b) This energy contract is a contract for credit. You agree that we may disclose your personal information to a credit reporting agency for the purpose of obtaining a consumer credit report about you if you have applied for consumer or commercial credit and to allow the credit reporting agency to maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. The information may include your name, gender and date of birth, your current and previous addresses, the fact that you have applied for credit, that we are a current credit provider to you, any payments overdue for more than 60 days that we have taken steps to recover, information that payments are no longer overdue, information that in our opinion you have committed a serious credit infringement and any information regarding cheques drawn by you for \$100 or more which have been dishonoured more than once.
- (c) Where you are applying for consumer credit you also agree that we may obtain information about from a business which provides information about the creditworthiness of persons for the purpose of assessing your application. 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 purposes of assessing your application.
- (d) You agree that we may also exchange permitted credit information about you with other credit providers under the **Privacy Act 1988** (Cth) for the purposes of assessing an application by you for credit, in circumstances where you do not comply with your obligations (whether with us or another credit provider) or to assess your commercial or consumer creditworthiness. Information exchanged can include anything about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange or are not prohibited from exchanging under the **Privacy Act 1988** (Cth) for the purposes permitted by that Act.

### 21. QUERIES AND COMPLAINTS

Complaints will be handled in accordance with the relevant Australian Standard on Complaints Handling. Information on our complaint handling process is in our customer charter which can be obtained by contacting us on 133 702 or at [www.alintaenergy.com.au](http://www.alintaenergy.com.au). In addition, if you have a query or a complaint relating to the sale of gas by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

- (a) call us on 133 702
- (b) log your feedback at [www.alintaenergy.com.au](http://www.alintaenergy.com.au)
- (c) post your comments to:  
Alinta Energy – Feedback  
GPO Box 1302  
Melbourne, Victoria 3001

### 22. Other obligations

We will:

- (a) if you are a *domestic customer*, provide you with a copy of our customer charter in accordance with the *Energy Retail Code*;
- (b) provide you with a copy of the *Energy Retail Code* at your request. We may charge you an additional amount for doing so. The *Energy Retail Code* may also be obtained from the *ESC* website;
- (c) retain your historical billing data for at least two years and provide you with a copy of this at your request in accordance with the *Energy Retail Code*;

- (d) provide you with energy efficiency advice at your request;
- (e) if you are a *domestic customer*, provide you with information on concessions available to you;
- (f) advise your *distributor* in accordance with the *Energy Retail Code* if you confirm that:
  - (i) and provide evidence from a registered medical practitioner or a hospital a person residing at your *supply address* requires a life support machine or has a medical condition that requires continuous supply; or
  - (ii) that your *supply address* is affected by a fault.

## 23. FORCE MAJEURE

### 23.1 Effect of force majeure event

If, but for this clause 23, either party would breach this contract due to the occurrence of a *force majeure event*:

- (a) The obligations of the party under this energy contract, are suspended to the extent to which they are affected by the force majeure event for so long as the *force majeure event* continues; and
- (b) The affected party must give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- (c) If the effects of the *force majeure event* are widespread then we will be deemed to have given you prompt notice if we make the necessary information available 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.

### 23.2 Deemed prompt notice

For the purposes of this clause 23, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available 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.

### 23.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 23 by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that *force majeure event* as quickly as practicable.

### 23.4 Settlement of industrial disputes

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

### 23.5 Non-exclusion of Gas Act

Nothing in this clause 23 varies or excludes the operation of section 232 of the *Gas Act*.

## 24. APPLICABLE LAW

- (a) We, as your *retailer*, and you, as our *customer*, agree to comply with any applicable law and the requirements of any codes or guidelines issued by the *ESC* from time to time.
- (b) The laws of Victoria govern this contract.

## 25. ASSIGNMENT

- (a) We may only assign this *energy contract* with your consent.
- (b) Paragraph (a) does not apply if the assignment forms part of the transfer to the same third party of all or substantially all of our retail sales business. In those circumstances we may transfer or novate our rights and obligations under this *energy contract* by notice to you.

**26. APPLICATION OF ENERGY RETAIL CODE**

- (a) The *Energy Retail Code* applies to this *energy contract*;
- (b) If a term or condition of this *energy contract* is inconsistent with a term or condition of:
  - (i) the *Energy Retail Code*, then to the extent of that inconsistency the relevant term or condition set out in this *energy contract* is void and the relevant term or condition set out in the *Energy Retail Code* will be deemed to form part of this *energy contract* in its place; or
  - (ii) any other *applicable regulatory instrument* then to the extent permitted by that *applicable regulatory instrument*, the provisions of this *energy contract* will prevail. Otherwise the provision of the *applicable regulatory instrument* will prevail to the extent of that inconsistency.
- (c) If any matter the subject of a term or condition of the *Energy Retail Code* is not expressly dealt with (or, is only expressly dealt with in part) in this *energy contract*, then the relevant term or condition of the *Energy Retail Code* (or the relevant part of that term or condition) dealing with that matter is incorporated into and forms part of this *energy contract*.

**27. INTERPRETATION**

- (a) Terms defined in the *Energy Retail Code* which are not defined in this *energy contract* have the meaning given in the *Energy Retail Code*.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this *energy contract*) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of 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
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) A word which suggests one gender includes the other genders.
- (f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (g) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

**SCHEDULE 1: DEFINITIONS**

*applicable regulatory instruments* means all relevant legislation, regulations, codes, guidelines, orders in council, licences, proclamations, directions or standards applying to the sale or supply of gas in Victoria including the *Energy Retail Code*, the *Gas Act*, the *Retail Rules*, the *National Gas Rules*, the *Gas Safety Act 1997* (Vic.), and the *Privacy Act 1988* (Cth);

**Australian Consumer Law** means schedule 2 of the **Competition and Consumer Act 2010** (Cth);

**billing cycle** means the regular recurrent period for which you receive a bill from us;

**business day** means a day on which banks are open for general banking business in Melbourne, other than a Saturday, or a Sunday;

**business customer** means a customer who is not a domestic customer;

**customer** means a **customer** as defined in the **Energy Retail Code** who buys or proposes to buy gas from a **retailer**;

**deemed contract** means the contract between a **retailer** and a **deemed customer** arising under section 46 of the **Gas Act**;

**deemed customer** means a person who is deemed to have a contract with us for gas under section 46 of the **Gas Act**;

**distribution contract** means the contract you have with your **distributor** to maintain your connection and supply gas to your **supply address**;

**distributor** means a holder of a licence to provide services by means of a distribution pipeline under the **Gas Act**;

**domestic customer** means a customer who purchases gas principally for personal, household or domestic use at the relevant **supply address**;

**domestic or small business customer** has the meaning given in the **Gas Act**;

**energy contract** means a contract created on the terms of this **standing offer** under section 42 of the **Gas Act**;

**Energy Retail Code** means the code of that name determined by the **ESC**;

**ESC** means the Essential Services Commission of Victoria;

**force majeure event** means an event outside the control of you or us;

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

**Gas Distribution System Code** means the code of that name determined by the **ESC**;

**last resort event** in respect of us means when:

- (a) our retail licence is suspended; or
- (b) our right to acquire gas from a wholesale gas market or a producer is suspended or terminated;

**market contract** means a negotiated gas sale contract which complies with the **Energy Retail Code** other than an **energy contract** arising from a **standing offer** or a **deemed contract**;

**meter** has the meaning given in the **Energy Retail Code**;

**National Gas (Victoria) Law** means the National Gas Law set out in the Schedule to the **National Gas (South Australia) Act 2008** (SA);

**National Gas Rules** means the National Gas Rules which apply in Victoria pursuant to the **National Gas (Victoria) Law**;

**MIRN** means the Meter Installation Reference number assigned to a customer's metering installation.

**price list** means our list of current tariffs and charges applying to you from time to time;

**retailer** means a person licensed under the **Gas Act** to sell gas;

**refundable advance** means an amount of money or other arrangement acceptable to the **retailer** as a security against a **customer** defaulting on a bill as permitted under the **Energy Retail Code**;

**responsible** has the meaning given in the **Energy Retail Code**;

**Retail Rules** means the Retail Market Procedures (Victoria) issued by the Australian Energy Market Operator and authorised under the **National Gas (Victoria) Law** and the **National Gas Rules**;

**standing offer** means the terms of a contract for gas with a retailer required under section 42 of the **Gas Act**;

**standing offer customer** means a **customer** who has accepted a **standing offer** from us;

**supply address** means the address for which you purchase gas from us;

**tariff** means a tariff price for gas published by us from time to time in the Victoria Government Gazette under section 42 of the **Gas Act**.

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