Terms and conditions of the ACT Bundle Offer

Effective 21 November 2011

Your agreement dictionary

1. **Interpretation**

1.1 A reference to:

Account Holder means the person who originally signs the individual Service Contracts for the Compulsory Services and Eligible Services.

Application Date means the date You sign the Bundle Application or a voice recording is made in respect of Your Bundle Application.

ACT means the Australian **Capital Territory.**

ACTEW means ACTEW Corporation Limited ABN 86 069 381 960.

ActewAGL means ActewAGL Retail ABN 46 221 314 841 a partnership of ACTEW Retail Ltd ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586.

Broadband means a residential broadband Service on the TransACT network, or a residential broadband Service on the National network.

Bundle means the package of Compulsory Services and Eligible Services selected by a Customer to be supplied by the Service Providers, as specified in clause 5.1.

Bundle Agreement means a contract for a Bundle entered into by the Account Holder and the Service Providers on the Offer Terms for the supply of Services, and includes the Bundle Application.

Bundle Application means the ActewAGL and TransACT Service Application Form or voice recording.

Bundle Discount means the discounts available to Customers as set out in the table at clause 5.1.

Bundle Offer means the offer made by the Service Providers to Customers to enter into a Bundle Agreement for Compulsory and Eligible Services on these Offer Terms.

Business Day means a day other than a Saturday, Sunday or gazetted public holiday in the ACT.

Compulsory Services has the meaning given by clauses 4.1 and 4.2.

Cooling-off Period means a period of 10 Business Days commencing on the later of the Application Date or when You are provided with these Offer Terms.

Customer means an Account Holder who accepts a Bundle Offer for the supply of Services to their residential premises under the Bundle Agreement.

Discount Start Date has the meaning given by clause 3.6 of these Offer Terms.

Eligible Services means Services (in addition to the Compulsory Services) listed in clause 4.3 currently eligible to include in a Bundle Agreement on the Application Date, as determined by the Service Providers from time-to-time.

Existing Bundle Agreement means a contract for the supply of bundled Services from the Service Providers that is still within its Initial Term, but does not include this Bundle Agreement.

Existing Bundle Customer means a Customer currently in an Existing Bundle Agreement.

Fixed-phone means a residential fixed-line telephony service provided by TransACT.

General Terms means the terms and conditions of the individual Service Contracts listed in clause 2.3.

Grapevine means Grapevine Ventures ABN 23 093 966 888.

Grapevine ISP Plans means Grapevine ISP plans on the TransACT network as determined by Grapevine from time-to-time.

Green Energy means the premium for accredited GreenPower from ActewAGL's renewable energy program, Greenchoice.

Initial Term means a period of 24 months from the Application Date.

Mobile phone means TransACT's residential mobile phone Service, TransMOBILE.

New Customer means a person who is not currently in an Existing Bundle Agreement.

Offer Terms means the terms and conditions for this Bundle Agreement as set out in this document.

Privileges Card means the discount card supplied by ActewAGL and issued to the Customer (where eligible) in accordance with these Offer Terms.

Service(s) means the individual services supplied by the Service Providers as part of the Bundle Agreement.

Service Providers means ActewAGL, TransACT and Grapevine.

Subscription TV means TransACT's subscription television Service, TransTV.

TransACT means TransACT Capital Communications Pty Ltd ABN 23 093 966 888.

You (or Your) means the Customer.

1.2 In these Offer Terms, unless the contrary intention appears:

a. headings are included for convenience and do not affect the interpretation of these Offer Terms;
b. any reading down or severance of a provision does not affect the other provisions;
c. words or phrases not defined in these Offer Terms have the meaning given to them in the relevant General Terms;
d. the laws of the ACT apply;
e. words in the singular include the plural and words in the plural include the singular according to the requirements of context;
f. the words “include”, “includes” or “including” are not words of limitation.

What does my Bundle Agreement involve?

2. General

2.1 This is an offer for the supply of Compulsory and Eligible Services from ActewAGL, TransACT and/or Grapevine under a Bundle Agreement.

2.2 A further separate contract (Service Contract) will exist between You and:

a. ActewAGL for the selected ActewAGL Services;
b. TransACT for the selected TransACT Services; and
c. Grapevine for the selected Grapevine Services.

2.3 These Offer Terms supplement and must be read in conjunction with the General Terms for the supply of the selected ActewAGL, TransACT and Grapevine Services. Unless otherwise varied by these Offer Terms:

a. the supply of electricity, or electricity and natural gas by ActewAGL will be subject to the terms and conditions of ActewAGL’s ACT negotiated electricity and natural gas customer supply contract (available at actewagl.com.au);
b. the supply of telecommunication Services by TransACT (Fixed-phone, Mobile, Broadband and Subscription TV) will be subject to the terms and conditions specified in the applicable Service Application/Change Authority Form and the Standard Form of Agreement formulated under section 479 of the Telecommunications Act 1997 and registered by the Australian Communications and Media Authority (available at transact.com.au);
c. the supply of Grapevine ISP Services will be subject to Grapevine’s terms and conditions and Acceptable Use Policy (available at grapevine.com.au).

2.4 These Offer Terms prevail to the extent of any inconsistency between the General Terms and the Offer Terms.

2.5 The Service Providers reserve the right to accept or reject a Bundle Application for any reason.

2.6 The Service Providers may conduct credit checks against You. Eligibility for the Bundle Offer is subject to credit check results satisfactory to the Service Providers.

2.7 The Bundle Offer is only available to Customers in the ACT who will be using the Services for domestic purposes at their private residential premises.

2.8 The Bundle Offer is only available to New Customers, Existing Bundle Customers who move residential premises prior to the expiry of the Initial Term of their Existing Bundle Agreement and Existing Bundle Customers who either comply with clause 8.6 of these Offer Terms or who are within the last three months of their Existing Bundle Agreement.

2.9 Business and commercial Customers are not eligible for this Bundle Offer.

2.10 All Services within a Bundle must be provided to the same residential premises and Account Holder.

2.11 Only the Customer may accept the Bundle Offer (or transfer, upgrade, downgrade, or cancel the Bundle Agreement).

2.12 You must remain on the same ActewAGL electricity tariff, and if applicable, natural gas tariff throughout the Initial Term.

When does my Bundle Agreement and Bundle Discount start?

3. Commencement of Bundle Agreement, Services Contract, Service Supply and Bundle Discount

3.1 The Bundle Agreement and each Service Contract commences on the Application Date and continues for the Initial Term.

3.2 Supply of the Services will commence upon the later of:

a. the expiry of the Cooling-off Period; or
b. where the selected Services are being transferred from another retailer, upon the successful transfer from that retailer and activation by the relevant Service Provider.

3.3 Transfer and activation may take up to four months for electricity and/or natural gas depending on the date of Your last meter read and whether You are transferring these Services from another Retailer.

3.4 The Service Providers will notify You in writing when transfer and activation has occurred. As Your meters are read separately for electricity and natural gas, the supply date and the Bundle acceptance date may be on different dates.

3.5 Where transfer and activation of Your Services has not occurred within four months of the Application Date, You may cancel Your Bundle Agreement upon written notice to the Service Providers. Early cancellation fees will not apply to a Bundle Agreement cancelled under this clause.

Bundle Discount

3.6 The Bundle Discount will start when all of the Services included in the Bundle Agreement have been activated within the Service Providers systems (Discount Start Date). The Bundle discount will not be backdated to the Application Date but subject to clauses 3.2 and 3.3, the Bundle Discount will extend beyond the Initial Term for a period equal to the number of days between the Application Date and the Discount Start Date.

3.7 The Bundle Discount will cease upon the earlier of cancellation or expiry of the Bundle Agreement.

What Services can I Bundle?

4. Compulsory and Eligible Services

Compulsory Services

4.1 Subject to clause 4.2, ActewAGL electricity and TransACT Fixed-phone must be included in every Bundle.

4.2 ActewAGL natural gas must be included in every Bundle where ActewAGL can provide natural gas and You have an existing connection.

Eligible Services

4.3 Subject to clauses 4.4 to 4.10 (inclusive) and also to the Service Providers being able to provide the Services, Mobile phone, Green Energy, TransACT Broadband, Subscription TV and Grapevine ISP Plans are eligible to make a Bundle of three or more Services in combination with the Compulsory Services listed in clauses 4.1 and 4.2.

4.4 If You wish to include a Grapevine ISP Plan and/or Broadband Services in Your Bundle:

a. If You live in a TransACT cable or ADSL network area and connection to the TransACT cable or ADSL network is available at Your residential premises, You must take a TransACT Broadband plan on the TransACT cable or ADSL network. If You also wish to include a Grapevine ISP Plan, You must take a Grapevine ISP Plan on the TransACT cable or ADSL network.

b. If You live outside of a TransACT cable or ADSL network area, or there are TransACT capacity issues in Your area as determined by the Service Providers, and You wish to include broadband as a Service in Your Bundle, You must take a TransACT Broadband Plan on the National network

4.5 If You take a Grapevine ISP Plan and a TransACT Broadband Service in accordance with clause 4.4(a) this counts as two Eligible Services.

4.6 If You take a TransACT Broadband Plan on the National network in accordance with clause 4.4(b) this counts as one Eligible Service.

4.7 Grapevine dial-up plans are not an Eligible Service under this Bundle Offer.

4.8 If including a Mobile phone Service in the Bundle, any residential TransMOBILE plan may count as an Eligible Service, except MultiSIM, Blackberry cap and mobile broadband plans.

4.9 If including a Green Energy Service in the Bundle, any residential Greenchoice plan may count as an Eligible Service, except the 10% Greenchoice consumption based plan.

4.10 Obsolete and discontinued Services and products are not Eligible Services and cannot be bundled under this Bundle Offer.

What discount will I get?

5. Bundle Discount and Privileges Card

Bundle Discount

5.1 Subject to these Offer Terms, the available Bundle combinations and applicable Bundle Discounts are as follows.

Bundle combinations Bundle Discount/reward

Bundle combinations	Bundle discount
3 Eligible Services	3% discount on either Your ActewAGL electricity bill or TransACT bill.
4 Eligible Services	5% discount on either Your ActewAGL electricity bill or TransACT bill.
5 Eligible Services	10% discount on either Your ActewAGL electricity bill or TransACT bill. Plus a 24-month Privileges Card valued at $329.
6 Eligible Services	20% discount on either Your ActewAGL electricity bill or TransACT bill. Plus a 24-month Privileges Card valued at $329.
7 Eligible Services	25% discount on either Your ActewAGL electricity bill or TransACT bill. Plus a 24-month Privileges Card valued at $329.
8 Eligible Services	30% discount on either Your ActewAGL electricity bill or TransACT bill. Plus a 24-month Privileges Card valued at $329.

5.2 On the Application Date, You must choose to apply Your Bundle Discount to either Your ActewAGL electricity bill or Your TransACT bill. You may not change the bill to which the Bundle Discount is applied during the Initial Term.

5.3 Subscription TV is not available in all areas and is only available in a package with:

a. a Fixed-phone TransTALK AllTime service or;

b. a Fixed-phone TransTALK AllTime service and Broadband.

5.4 You are not entitled to the ActewAGL direct debit discount in addition to the Bundle Discount.

5.5 The Bundle Discount will not be applied to miscellaneous ActewAGL or TransACT fees and charges, including special meter reads, reconnection fees and other similar charges.

5.6 The Bundle Discount will not be applied to the Utilities Network Facilities Tax (UNFT) or any other taxes, fees, levies or charges imposed by a governmental authority, regulator or like body or organisation.

5.7 If You choose to have the Bundle Discount applied to Your TransACT bill, the Bundle Discount applies to the TransACT Fixed-phone plan included in the Bundle as follows:

a. TransTALK AllTime – monthly line rental, call charges and phone features are all discounted;

b. TransTALK Flex – monthly line rental and call charges are discounted. All other charges are not included in the Bundle Discount.

5.8 The Bundle Discount is capped at a total discount of $500 per annum. Once the cap is reached the Bundle Discount will be suspended until the first year anniversary of the Discount Start Date.

5.9 Bundle Discounts do not apply to natural gas or Grapevine ISP Services included in the Bundle Agreement.

Privileges Card

5.10 If You are eligible for a Privileges Card, the card will be issued as follows.

a. If You are a new Bundle Customer (a Customer who does not have an Existing Bundle Agreement), You will be issued with a Privileges Card 10 days after the Discount Start Date; or

b. If You have an Existing Bundle Agreement and You enter into a new Bundle Agreement, a new Privileges Card will be issued to You on the date on which Your new Bundle Agreement is activated within the Service Providers system. Your original Privileges Card will no longer be valid upon receiving Your new Privileges Card.

5.11 If Your Privileges Card is lost or stolen You will be charged a fee of $35 to replace Your Privileges Card in accordance with clause 10.4.

5.12 Your Privileges Card can only be issued in one name. You must nominate the name in which You want the Privileges Card issued at the Application Date.

Will my prices change at any time?

6. Billing and prices

6.1 The energy charges applicable to the supply of electricity and/or natural gas Services are as set out in the ActewAGL General Terms and adjustments to those energy charges will occur in accordance with the General Terms.

6.2 Price variation of charges for TransACT Services are set out in TransACT's General Terms.

6.3 Price variation of charges for Grapevine ISP Services are set out in Grapevine's General Terms.

6.4 Each Service Provider will invoice You individually for the Services provided to You under the Bundle Agreement.

6.5 The Service Providers jointly and severally reserve the right, at their absolute discretion, to cancel the Bundle Agreement if You fail to pay a Service invoice rendered in accordance with the General Terms relevant to that Service.

6.6 Where the Service Providers, either jointly or severally, cancel this Bundle Agreement under clause 6.5, You will be liable to pay the early cancellation fees for each Service in accordance with clause 7.

6.7 All fees and charges in this Bundle Agreement, and the Bundle Discount are GST inclusive unless otherwise stated.

What if I decide to cancel my Bundle Agreement early?

7. Early cancellation of your Bundle Agreement

7.1 If You cancel the Bundle Agreement after the Cooling-off Period but before expiry of the Initial Term early cancellation fees will apply for each Service included in a Bundle Agreement as follows.

a. Electricity – $50

b. Natural gas – $50

c. Green Energy – $50

d. Grapevine ISP – $50

e. Fixed-phone – $50

f. Broadband – $50

g. Subscription TV – $50

h. Mobile phone – $50

7.2 The early cancellation fee is payable to the respective Service Provider who provided the Service and will be included in Your next invoice for that Service.

7.3 An early cancellation fee will not be applied if You move to a new residential address where:

a. The Services included in Your Bundle Agreement can no longer be supplied by the Service Providers at the contracted rates;

b. Not all of the Services included in Your Bundle Agreement are available but You enter into a new Bundle Agreement for Services which are available at Your new address; or

c. Only some Services are available at Your new residential address, and these Services are not eligible to form a Bundle.

7.4 If You decide to cancel any of Your individual Services, in addition to the cancellation fees set out in clause 7.1, further cancellation fees may be payable as outlined in the General Terms for the relevant Service.

7.5 If You cancel the Bundle Agreement before the end of the Initial Term, You are required to return the Privileges Card to ActewAGL within seven days of the date of cancellation.

Can I upgrade or downgrade my Bundle?

8. Addition, removal, transfer, or suspension of Services

8.1 You may transfer a Bundle Agreement between residential locations within the ACT where the Service Providers can provide the Services. You must notify the Service Providers as soon as possible that You wish to transfer Your Bundle Agreement to Your new residential address by calling 13 12 93.

8.2 The removal of any or all of the Compulsory Services from a Bundle Agreement will result in cancellation of the Bundle Agreement. Subject to clause 7, early cancellation fees may apply.

8.3 During the Initial Term You may, without affecting Your Bundle Agreement, upgrade/downgrade to a different Service plan for: Green Energy, Grapevine ISP Plans, TransACT Fixed-phone, Broadband, Subscription TV and Mobile phone, provided the new Service plan is an Eligible Service. For electricity and natural gas, clause 2.12 applies. Individual Service Contracts may have upgrade/downgrade fees as per the General Terms for those Services.

8.4 At any time during the Initial Term You may elect to upgrade Your Bundle Agreement to include additional Eligible Services. In this case You will be required to enter into a new 24-month Bundle Agreement (“New Bundle Agreement”) and this Bundle Agreement will be deemed to be cancelled upon the Service Providers being able to provide the Services to You under the New Bundle Agreement. Bundle Offer Terms may vary with the New Bundle Agreement. No cancellation fees will apply for upgrading an Existing Bundle Agreement under this clause.

8.5 If You choose to remove an Eligible Service from Your Bundle then subject to clause 7, early cancellation fees may apply for each Eligible Service removed. If You elect not to enter a new Bundle Agreement at the same time that You remove an Eligible Service, the Bundle Agreement will be deemed to have been cancelled by You and subject to clause 7, early cancellation fees may apply.

8.6 If You are an Existing Bundle Customer with more than three months remaining of the Initial Term of Your Existing Bundle Agreement, and wish to enter into a new Bundle Agreement, You will be unable to do so unless You include a Compulsory or Eligible Service for which You did not previously have an account, into Your new Bundle Agreement, and You do not remove any Service from the Existing Bundle Agreement.

8.7 Existing Bundle Customers who wish to enter into a new Bundle Agreement in accordance with clause 8.6 or upgrade their Bundle Agreement in accordance with clause 8.4 may, subject to clause 2.12, upgrade or downgrade the individual Eligible Service plan. Individual Eligible Services may have upgrade/ downgrade fees as per the General Terms for the relevant Service.

8.8 If You suspend one or more Service(s) included in Your Bundle Agreement for a period in excess of three months and without that Service(s) Your remaining active Services would not be eligible to form a Bundle, the Service Providers may suspend the Bundle Discount during the period of suspension of the Service(s).

What happens when my Bundle term ends?

9. Renewal

9.1 The Service Providers may notify You not less than four weeks before the expiry of the Initial Term and offer to renew Your Bundle Agreement (“Renewal Offer”).

9.2 The Renewal Offer will outline our then current offer and describe any new charges and any revised terms and conditions. The Renewal Offer can be accepted by calling ActewAGL on 13 12 93 or in writing prior to expiry of the Bundle Agreement.

How do you use my personal information?

10. Other information

10.1 You agree that the Service Providers may use Your personal information to verify Your details and obtain credit information about You from related entities, credit providers, credit reporting agencies and ACTEW. Your personal information will also be used to manage this contract, facilitate internal business operations and make offers to You from time-to-time.

10.2 The Service Providers will treat Your personal information in accordance with the Privacy Act 1988 (Cth). Under the Privacy Act, You have a right to access personal information that an organisation holds about You. To view the Service Providers’ privacy policies visit their respective websites at actewagl.com.au; transact.com.au and grapevine.com.au For further information on privacy contact the Office of the Privacy Commissioner or visit privacy.gov.au

10.3 You agree that the Service Providers may use and disclose Your personal information for the purpose of issuing You with a Privileges Card (if eligible), to administer the Privileges Card program and to provide You with marketing material containing offers that may be of interest to holders of a Privileges Card. You agree that the Service providers may disclose Your personal information to third parties for the purposes of market research in relation to the Privileges Card.

10.4 If You are issued with a Privileges Card it must be used in accordance with the Conditions of Card Use available at thecard.com.au If You have any queries or concerns relating to Your Privileges Card please call (02) 6161 1999.

10.5 The Service Providers may vary, amend or withdraw any of the terms and conditions of this Bundle Agreement without Your consent. If the Service Providers exercise their rights under this clause, You will be informed in writing of the change(s) at least four (4) weeks prior to any change coming into effect.

10.6 a. Subject to subclause 10.6 (b), the Service Providers reserve the right to cancel Your Bundle Agreement in the following circumstances:

i. You are declared bankrupt by any court or under any law;
ii. one or more of the Service Providers become insolvent or are wound up;
iii. one or more of the Service Providers undergoes a change of control;
iv. one or more of the Service Providers cease to provide some or all of the Services included in Your Bundle.

b. You will be informed in writing at least four (4) weeks prior to a cancellation of a Bundle Agreement under this clause 10.6 coming into effect.

c. The Service Providers will have no liability to You, nor will any compensation be payable, in respect of a Bundle Agreement cancelled under this clause 10.6.

10.7 In making this offer to You we may have used the services of a marketer. The marketer will be paid a fee/commission for these services.

Who can I contact about my Services?

11. Contact details for Service Providers

11.1 ActewAGL Retail of 40 Bunda Street, Canberra ACT 2600, or, GPO Box 366, Canberra ACT 2601. 13 12 93.

11.2 TransACT of 470 Northbourne Avenue, Dickson ACT 2602.

11.3 Grapevine of 470 Northbourne Avenue, Dickson ACT 2602.

For faults and emergencies (24 hours), please contact your local Distributor:

ACT electricity – 13 10 93

ACT/NSW natural gas – 13 19 09

ActewAGL Retail ABN 46 221 314 841. TransACT Capital Communications Pty Ltd ABN 23 093 966 888.