

ACT negotiated electricity and natural gas customer supply contract

This document sets out the terms of our electricity
and/or natural gas supply agreement with you.

Effective date: 1 October 2011

ActewAGL

ACT negotiated electricity and natural gas customer supply contract

This Contract is our Negotiated Customer Supply Contract for ACT Small Contestable Customers who choose a fixed term electricity and/or natural gas supply agreement with the ActewAGL Retail partnership. At our discretion we may offer these terms to customers who have greater energy consumption than a Small Contestable Customer.

In this document "we", "our", and "us" are references to ActewAGL Retail unless the context indicates otherwise, while references to the customer use terms such as "you" and "your".

This Contract does not deal with the ongoing connection of your Premises to the electricity and natural gas Distribution Systems or the manner in which your Distributor delivers electricity or natural gas to your Premises via its Distribution System. For electricity, these issues are dealt with in your customer connection contract between you and the Distributor.

Words appearing in capital letters have the meaning given in clause 18.

There are references to a number of codes throughout this Contract. Contact the Independent Competition and Regulatory Commission (ICRC) on 6205 0799 or you can view the documents on the ICRC website, www.icrc.act.gov.au

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Terms and conditions

1. TERM

1.1 Commencement

- 1.1.1 This Contract commences from the date of acceptance by you, for the Initial Term.

1.2 Cooling-off period

- 1.2.1 You may cancel this Contract within the Cooling-Off Period, which is the 10 Business Days starting at the start of the first business day:
 - (a) after the day on which the Contract is made, if the Contract was not negotiated by telephone; or
 - (b) after the day on which you receive a copy of the Contract documents, including the full terms, conditions and applicable costs of this Contract, if the Contract was negotiated by telephone.
- 1.2.2 You will have no other obligation to us as a result of cancelling the Contract during the Cooling-Off Period, other than to pay charges for any electricity or natural gas supplied or any other services provided by us to you under the Contract prior to its cancellation.

1.3 When the contract expires

- 1.3.1 At least four weeks before the expiry of the Contract we may give you a notice advising of the date on which the Contract will expire and your options.
- 1.3.2 Your options leading up to expiry of this Contract may include:

- (a) ceasing to take electricity or natural gas supply; or
- (b) entering a new contract with us or another supplier.

1.3.3 The notice will advise you of the charges and terms and conditions that will apply from the end date of this Contract if you do not enter a new contract.

1.3.4 We may offer a new contract ("Renewal Offer") that you can accept by telephone or in writing prior to this Contract expiring. Assuming that you give us no notice of acceptance or rejection of our Renewal Offer and no notice of any alternative arrangement, and assuming that you continue in the normal way to take and pay for energy supplied by us, we will infer from your conduct that you have accepted our Renewal Offer of this Contract. By entering this Contract, you agree to the renewal of this Contract upon its expiry, by inference from your conduct, if you do not take any other option for renewal.

1.3.5 If a replacement contract with us comes into force, you will be bound by all terms of that contract including an obligation to pay a charge to us if you terminate the contract early in circumstances other than those referred to at clause 1.2 above.

1.3.6 Our Renewal Offer will describe any new charges, and any revised terms and conditions. If you choose to advise us that you accept our Renewal Offer your early advice by telephone to 13 14 93 or in writing will be helpful and, in any event, such advice should be received before the expiry of this Contract.

1.3.7 If we do not offer you a new contract, and you continue to take electricity and/or natural gas from us, the supply of electricity and/or natural gas will be governed by the terms of our relevant standard customer contracts.

1.4 Connection to distribution system

1.4.1 Supply of natural gas and electricity under this Contract depends on the supply address being connected to the natural gas and electricity Distribution Systems in accordance with all applicable Regulatory Requirements. In the

ACT, the natural gas and electricity Distribution Systems are operated by ActewAGL Distribution.

1.5 Connection services and natural gas

1.5.1 We will acquire connection and distribution services from the Distributor in order to supply you with natural gas under this Contract.

1.5.2 Any charges imposed by the Distributor for these services will either be directly passed through to you or be built into the bundled charges payable under this Contract.

1.5.3 If the supply address is not currently supplied with natural gas, we will use our best endeavours to connect the supply address to the natural gas Distribution System in accordance with all Regulatory Requirements and will pass through to you any charges for this connection.

1.6 Connection services and electricity

1.6.1 ActewAGL Distribution will directly provide you with connection and distribution services under a standard or negotiated customer connection and distribution contract.

1.6.2 Unless agreed otherwise, we will issue bills and collect payments in relation to electricity distribution services on behalf of the Distributor, together with the other charges payable under this Contract.

1.6.3 If the supply address is not currently supplied with electricity, we will use our best endeavours to arrange your connection to the electricity Distribution System, and we can bill you for this connection on behalf of the Distributor.

1.7 GreenPower Products

1.7.1 In accordance with Regulatory Requirements, we may offer you a GreenPower Product.

1.7.2 Our supply of a GreenPower Product will be governed by the terms and conditions of this Contract.

1.7.3 The charges for a GreenPower Product will be in addition to the charges payable for electricity under this Contract.

- 1.7.4 Subject to any provision of an Offer to the contrary, you may at any time, by notice in writing, elect to take a different GreenPower Product, or cease to take a GreenPower Product.

Unless stated in an Offer, no fees or charges are payable if you exercise your rights under this clause.

- 1.7.5 Any rights or benefits arising in relation to the purchase of a GreenPower Product under this Contract will remain with us, and you will not be entitled to any of those rights or benefits as a result of you purchasing a GreenPower Product under this Contract.

2. SUPPLY COMMENCEMENT DATE

- 2.1 Subject to this clause, the Supply Commencement Date will be as specified in the Offer. There may be separate Supply Commencement Dates in relation to natural gas and electricity. If no Supply Commencement Date is specified, then the Supply Commencement Date will be as soon as practicable after the following conditions are satisfied:

- (a) the Cooling-Off Period set out in clause 1.2 has expired;
- (b) all necessary transfers have been completed to allow us to supply you with electricity and/or natural gas as a Small Contestable Customer in accordance with all Regulatory Requirements;
- (c) you are connected to the electricity and natural gas Distribution Systems in accordance with all applicable Regulatory Requirements as set out in clauses 1.4–1.6;
- (d) all relevant pipe work, cables and appliances at the supply address are certified as complying with all necessary Regulatory Requirements, and there are suitable Meters available for our use; and
- (e) if requested by us, you have provided to our satisfaction:
 - (i) acceptable identification, billing details and information concerning the appliances installed in the premises and the anticipated usage of the appliances;

- (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent;
- (iii) a security deposit, refundable advance or bank guarantee; and
- (iv) payment of, or arrangements to pay, all amounts owing by you to us under other arrangements, other than a debt which is the subject of an unresolved dispute.

3. ENQUIRIES AND COMPLAINTS

- 3.1 Enquiries and complaints should be directed to our enquiries line on 13 18 86 (for natural gas) and 13 14 93 (for electricity) or submitted in writing to GPO Box 366, Canberra 2601. We are committed to resolving any enquiries or complaints as soon as reasonably possible.
- 3.2 To report faults and emergencies, call ActewAGL Distribution's 24 hour service line on 13 19 09 (for natural gas) and 13 10 93 (for electricity).

4. WHAT OBLIGATIONS DO YOU HAVE?

4.1 *Keep us informed of changes*

- 4.1.1 You must inform us promptly if there is a change in:
- (a) your contact details;
 - (b) access to a Meter;
 - (c) your electricity lines, gas pipes or appliances which may affect the quality or safety of our supply; or
 - (d) the purpose for which you use electricity or natural gas at your premises.

4.2 *Your emergency contact number*

- 4.2.1 You must ensure that we have a current emergency contact number for you at all times.

4.3 *Serious gas and electrical accidents*

- 4.3.1 If there is a Serious Gas or Electrical Accident at your premises, you must notify us immediately.

4.4 High natural gas consumption

- 4.4.1 If your estimated maximum natural gas consumption exceeds 6m³/hour, we are required to lodge a formal request with ActewAGL Distribution and comply with the procedures in the Access Arrangement before you can be supplied. Most households do not exceed this amount.
- 4.4.2 You must provide any information we reasonably request to comply with those procedures.
- 4.4.3 If you wish to increase your maximum natural gas consumption to more than 6m³/hour, you must:
- notify us; and
 - provide any information we reasonably request to comply with the procedures in the Access Arrangement.

We will apply to ActewAGL Distribution for an increase on your behalf.

4.5 Life support equipment

- 4.5.1 If someone residing at your Premises depends on life support equipment that is reliant on electricity, please let us know so that we may register the Premises. You will need to provide evidence from a registered medical practitioner or a hospital. We are not permitted to disconnect registered Premises as described in clause 12 whilst life support equipment is in use.
- 4.5.2 You must notify us promptly if the person using life support equipment ceases to reside at your Premises, or if they no longer require that equipment.

4.6 Your internal electrical network and electrical appliances

- 4.6.1 You are responsible for the operation and maintenance of your Internal Electrical Network and Electrical Appliances, and must ensure that they are in good condition and repair and are safe to use at all times.
- 4.6.2 You must also ensure that any person performing work on your Internal Electrical Network or any Electrical Appliance is Accredited for that type of work.

- 4.6.3 The boundary between Your Equipment and the Electricity Network is described in the Electricity Network Boundary Code, or as otherwise agreed with you in writing. We are responsible for everything on our side of the boundary (including the Meter), and you are responsible for everything on your side of the boundary (after the Meter).

4.7 Your internal gas network and gas appliances

- 4.7.1 You are responsible for the operation and maintenance of your Internal Gas Network and Gas Appliances, and must ensure that they are in good condition and repair and are safe to use at all times.
- 4.7.2 You must also ensure that any person performing work on your Internal Gas Network or any Gas Appliance is Accredited for that type of work.
- 4.7.3 The boundary between Your Equipment and the Gas Network is described in the Gas Network Boundary Code, or as otherwise agreed with you in writing. We are responsible for everything on our side of the boundary (including the Meter), and you are responsible for everything on your side of the boundary (after the Meter).

4.8 Protection of the electricity and gas networks

- 4.8.1 You must:
- use reasonable endeavours to protect our equipment installed on your premises (if any) from unauthorised interference; and
 - notify us of any interference, defect or damage within five Business Days of becoming aware of it.
- 4.8.2 You must pay the reasonable costs of repair or replacement of our equipment installed on your premises, on request, if the defect or damage was:
- caused by you; or
 - caused by another person in circumstances where you failed to take reasonable care to prevent that.

4.8.3 You must not, without reasonable excuse:

- (a) throw or otherwise project an object at the Electricity or Gas Network; or
- (b) drive a vehicle or operate equipment over an underground part of the networks if that is likely to damage the networks or interfere with their safe or efficient operation.

4.8.4 You must not, without reasonable excuse, carry out any excavations on or near the Electricity or Gas Network that are likely to damage the networks or interfere with their safe or efficient operation.

4.8.5 You must not, without reasonable excuse, place or keep above or adjacent to an underground part of the Electricity or Gas Network any corrosive, abrasive, heavy or harmful material or substance that is likely to damage the networks or interfere with their safe or efficient operation.

4.9 Easements

4.9.1 You must not build over utility network infrastructure or on any natural gas or electricity Easements, or permit anyone else to do so, without the Distributor's prior written consent.

4.9.2 You can obtain details of any Easements on your premises by requesting a title search and copy of the deposited plan from the Registrar-General's Office.

4.10 Our staff on your premises

4.10.1 You must notify us of:

- (a) the existence of any hazard located at your premises; and
- (b) the precautions which should be taken to avoid that hazard.

4.10.2 For industrial premises, you must provide our employees, contractors and agents with safe working conditions consistent with relevant occupational health and safety requirements.

4.11 Other customer obligations

4.11.1 You must deal honestly with us.

4.11.2 You must comply with:

- (a) applicable Gas Law and Electricity Law;
- (b) any obligations in the codes published under the *Utilities Act 2000* (ACT) that are expressed to apply to customers;
- (c) the Distributor's Service and Installation Rules; and
- (d) any reasonable directions given to you under the law, codes or in accordance with good electricity or gas industry practice.

5. WHAT RIGHTS DO YOU HAVE?

5.1 Ask for identification

5.1.1 You are entitled to ask our employees, contractors or agents attending your Premises for identification before they ask you questions or carry out work. They carry photographic ActewAGL identity cards.

5.2 Are you having difficulties paying an account?

5.2.1 If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for Residential Premises:

- (a) advance payment or instalment payment plan options;
- (b) available Territory government assistance programs; and
- (c) information about independent financial counselling services.

We will provide this information to you free of charge.

5.3 You may request information

5.3.1 You may request us to provide you with information regarding:

- (a) Load Profiles and Power Factors (if applicable);
- (b) meter readings for those services;
- (c) your account; or
- (d) efficient energy consumption.

We will provide this information to the extent it is reasonably available to us.

- 5.3.2 You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to account information within the last 12 months, in which case it will be provided free of charge.

6. WHAT STANDARD OF SERVICE CAN YOU EXPECT?

6.1 Customer service standards

- 6.1.1 We are committed to providing a high quality electricity and natural gas supply that complies with applicable Regulatory Requirements.

6.2 Continuous natural gas and electricity supply not guaranteed

- 6.2.1 As an Electricity Supplier we have no direct control over the quality, frequency or continuity of your electricity supply, as these things are governed by generators and the operators of the Transmission and Distribution Systems. We are aware that ActewAGL Distribution cannot guarantee that there will be no interruptions to electricity supply or fluctuations in quality of supply. We are committed to assisting you in your dealings with the electricity Distributor to:

- (a) obtain a high quality electricity supply that meets the requirements of the Electricity Distribution (Supply Standards) Code (ICRC); and
- (b) minimise interruptions to your supply.

- 6.2.2 Our ability to supply natural gas is subject to a variety of factors, which include accidents, weather, the acts of third parties and the need to work on the natural gas transportation and distribution networks. Accordingly, we are unable to guarantee that there will be no:

- (a) variations in the quality or pressure of natural gas supplied to your Premises; or
- (b) interruptions to your natural gas supply, within the limits set by the Regulatory Requirements.

We are committed to providing a high quality natural gas supply that complies with applicable Regulatory Requirements, and to minimising interruptions to your supply.

6.3 Electricity supply quality and back-up

- 6.3.1 If you need uninterrupted electricity supply for your Premises, it is your responsibility to provide a back-up power supply. If you have sensitive electronic equipment such as computers, you should decide whether you need to protect that equipment through use of line filters or other measures.

- 6.3.2 For advice about back-up power supply options or other protective measures, please call 13 10 93.

6.4 Correction of interruptions to your natural gas supply

- 6.4.1 If there is an interruption to your natural gas or electricity supply, for which we and not the Distributor are responsible, we will endeavour to correct it as soon as possible.

6.5 Planned interruptions

- 6.5.1 We or the Distributor may interrupt your natural gas or electricity supply:

- (a) in the circumstances permitted by the Consumer Protection Code; or
- (b) as permitted or required by applicable Electricity or Gas Law.

- 6.5.2 We or the Distributor will give you at least two days notice of a planned interruption where reasonable and practicable, unless you give your consent or there is an emergency. Where a notice is not reasonable and practicable we may issue a broadcast on local radio or television, or place an advertisement in a local newspaper. If a planned interruption affects multiple premises at a single site we will give notice to the body corporate, building manager or equivalent.

- 6.5.3 You may waive your right to all or part of the two day notice requirement.

- 6.5.4 We or the Distributor will endeavour to take all steps that are reasonable and practicable to

ensure that the duration of a planned interruption does not exceed the expected duration set out in the notice and in any event does not exceed 12 hours.

6.6 Unplanned interruptions

6.6.1 In the case of an unplanned interruption to your natural gas or electricity supply, you may call 13 19 09 (natural gas) or 13 14 93 (electricity) for information on, among other things, the nature of the interruption and the estimated time of restoration of supply.

6.6.2 After an unplanned interruption we or the Distributor will take all steps that are reasonable and practicable to restore your supply of natural gas or electricity as soon as possible and in any event within 12 hours.

6.7 Reduced pressure

6.7.1 We will, as far as reasonably practicable, give you prior notice if your natural gas supply is likely to be affected by reduced pressure.

7. CHARGES

7.1 What charges do you pay to us?

7.1.1 You will pay to us the Energy Charges for all natural gas and/or electricity we sell to you at your Premises. These charges include GST and all relevant taxes and charges including for network use and metering.

7.1.2 You acknowledge that network charges incorporated in the amounts billed to you are collected by us for your Distributor.

7.1.3 The details of the Energy Charges payable under this agreement will be as set out in the Offer provided to you.

7.1.4 We may vary your Energy Charges to reflect any increase in our costs of purchasing, selling or supplying natural gas or electricity (including costs arising from increased price risk and our costs of minimising or meeting that price risk) due to:

- (a) a change in the cost that we are compelled to pay for bulk energy purchases that are

referable to the supply of natural gas and/or electricity to Small Contestable Customers either as a separate class or as part of a larger grouping of our customers, we may vary your charges as reasonable to reflect the increase in our purchase costs;

- (b) any increase in the distribution charges applicable to the supply of natural gas and/or electricity to your Premises; or

- (c) the introduction of, change in or reasonable estimate of any taxes (including GST), costs, fees, imposts, duties, levies, charges or financial burdens ("Costs") payable by us directly or indirectly in relation to:

- (i) the generation, production, transmission, transportation, distribution, purchase, sale, supply or retailing of electricity or natural gas;

- (ii) other goods and services provided under this Contract;

- (iii) any new or increased obligation,

where such Costs in any way arise from or are related to:

- (iv) reducing or limiting the concentrations or rate of release of greenhouse gases, or the production or release of materials likely to contribute to the creation of such gases;

- (v) encouraging the provision of renewable energy, including, without limitation, the costs of acquiring renewable energy certificates;

- (vi) the acquisition or trading of greenhouse gas emission or sequestration units, credits or permits (howsoever described);

- (vii) offsetting greenhouse gas emissions,

through imposing upon ActewAGL or any electricity or natural gas generator, producer, transmission authority, transporter (including pipeline operators), wholesaler, distributor, retailer or any other party involved directly or

indirectly in ActewAGL obtaining, distributing or selling electricity or natural gas any incentives, imposts, fees, costs, taxes, charges, duties, levies or financial burdens ("Impost"), whether such Impost exists at the time of entry into this Contract, or comes into existence after entry into this Contract, including any subsequent modification or change, and whether the Impost in whatever form arises or is imposed by Regulatory Requirements or by or in relation to a third party contract.

7.1.5 To the extent permitted by Regulatory Requirements, we are entitled at our discretion to pass through to you any increases in:

- (a) Taxes;
- (b) charges imposed by government or energy market regulatory bodies;
- (c) metering charges;
- (d) charges to reasonably reflect any change in the applicable loss factors provided by AEMO in relation to electricity that is lost through the transmission and distribution systems on the way to the Premises,

where those increases relate to the supply of natural gas and/or electricity by us to you and at a rate that apportion to you an appropriate allocation of the cost increase.

7.1.6 Your Energy Charges may be varied in accordance with any pricing decision, approval or determination by a regulatory body, such as the ICRC or the Australian Energy Regulator (AER) to the extent the decision, approval or determination relates to your Energy Charges.

7.1.7 Relevant service fees and miscellaneous charges are contained in our Schedule of Charges.

7.2 Consumer Price Index increases

7.2.1 In the case of changes in the Consumer Price Index, we may adjust your charges to reflect any variation in the Consumer Price Index during the previous year.

7.2.2 Any such variation will be calculated by multiplying the existing charge by the Consumer Price Index for the 12 months ending at the end of the latest available quarter and dividing it by the Consumer Price Index for the preceding 12 months, with pro rata adjustment to contracts in force for less than the full year.

7.3 Exercise of discretion

7.3.1 Where we have the right to vary the charges, we may in our discretion elect not to do so based on:

- (a) our evaluation of our ability to absorb the cost increase and still maintain a reasonable return on supply under this contract;
- (b) whether the current or new charges or the charge variations are consistent with the charges and variations applicable to similar customers of ActewAGL and other retailers in similar circumstances; or
- (c) both these factors or any other relevant factors.

7.3.2 The exercise of our discretion not to vary the charges is not a waiver of our right to do so, and we may decide to vary the charges according to this Contract at any time while the events that gave rise to the right persist.

7.4 Timing of variation

7.4.1 A variation of charges operates from the date of the relevant notice, or from a later date specified in the notice, and will not operate retrospectively unless approved by the ICRC.

7.5 Who pays for GST?

7.5.1 All charges quoted within this Contract include GST.

7.6 Extension and equipment costs

7.6.1 We or the Distributor may require you to pay the cost of any work undertaken to:

- (a) in the case of new connections, extend or increase the capacity of the Electricity or Gas Network, to connect your Premises; or

- (b) in the case of existing connections, vary the capacity of the Electricity or Gas Network, or the connection to your Premises, due to a change in your demand for electricity or natural gas supply or a request by you; or
- (c) remove infrastructure at your request.

7.6.2 The amount of the payment will be determined by us (or the Distributor), subject to any limits imposed by applicable Electricity or Gas Law (including any applicable Capital Contributions Code).

7.7 Other charges

7.7.1 You must pay us any other amounts we are permitted to charge under applicable Electricity or Gas Law.

8. CUSTOMER ACCOUNTS

8.1 Frequency

8.1.1 We will send a bill to you at your Billing Address after the end of each Billing Cycle, at least every 120 days from the issue of the last account, unless otherwise agreed. We can send our bill to you by electronic means.

8.1.2 If you do not pay your account by the due date, we may require you to:

- (a) pay a late payment fee; or
- (b) pay interest at the Interest Rate on the unpaid amount from the payment date of the bill where at least 14 days have passed after the due date for payment.

You must also pay all of the reasonable costs and expenses we incur because of your default in payment and which are associated with us recovering the amount you owe to us.

8.2 Payment

8.2.1 You will have at least 12 Business Days to pay your account from the date on which the account is sent to you, unless otherwise agreed.

8.2.2 You can pay a bill:

- (a) in person at one of our offices or through one of our agents;
- (b) by post;
- (c) by direct debit or credit from a cheque, savings or credit card account;
- (d) by telephone from your cheque, savings or credit card account;
- (e) by automatic direct debit under a payment arrangement agreed to by you, us and your bank or financial institution;
- (f) by electronic payment over the internet from your cheque, savings or accepted credit card account;
- (g) if available, by direct debit from Centrelink; or
- (h) by any other method we agree from time to time.

A payment is made when we actually receive it or, if you pay by cheque, when the cheque is honoured.

8.3 Content of accounts

8.3.1 Our accounts to you will comply with the requirements of the Consumer Protection Code.

8.4 What happens if you dispute a bill?

8.4.1 If you believe that your bill is inaccurate, or if you wish to raise any matter related to your bill or our charges, you may ask us to review your bill or to reconsider those matters.

8.4.2 We are entitled to receive payment from you for that part of the bill that is not in dispute and which is due before commencing the review.

8.4.3 We will review your bill or consider your complaint within 14 days of you asking us in writing, and either determine that the bill or charge is correct or adjust the bill or charge. If our review does not resolve the dispute then it will be dealt with under clause 15.

8.4.4 We are not required to review a bill more than once per Billing Cycle.

8.5 Overcharging

8.5.1 If, on review of your account or by other means, we become aware that we have overcharged you, we shall adjust your account by refunding the amount overcharged or by reducing the amount of the next account sent to you after becoming aware of the overcharge.

8.6 Undercharging

8.6.1 If, on review of your account or by other means, we become aware that we have undercharged you, we may recover the undercharge.

8.6.2 The amount to be recovered must be listed separately and explained on your account and interest will not be charged on the amount being recovered.

8.6.3 We shall give you a period of time to pay the undercharge that is at least equal to the period during which the undercharging occurred, if requested by you.

8.6.4 Subject to the Consumer Protection Code we shall not seek to recover any part of the undercharge that occurred more than 12 months previously.

8.7 Meter testing

8.7.1 If after the completion of the bill review process you require your Meter to be tested, we will refer you to the Distributor or meter testing authority that will test the Meter at a charge for services, which you must pay in advance. We will give you a copy of the results of the test if the testing authority does not do so.

8.7.2 If the Meter is accurate, you will be responsible for paying all testing charges and the full amount of your bill.

8.7.3 If the Meter is defective and favours you by more than the amount allowable by the relevant Metering Standards, you will pay the difference between the metered consumption and the calculated actual consumption, and we will reimburse the testing charges

8.7.4 If the Meter is defective and favours us by more than the amount allowable by the relevant Metering Standards, we will reimburse the difference between the metered consumption and the calculated actual consumption, and we will reimburse the testing charges.

9. SECURITY DEPOSITS

9.1 When is a security deposit payable?

9.1.1 You must provide us with a security deposit, if required by us. We may only require a security deposit as permitted by the Consumer Protection Code.

9.1.2 We may draw on a security deposit provided by you if you fail to pay an amount due under this Contract.

9.1.3 You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.

10. YOUR OBLIGATIONS IN USING NATURAL GAS AND/OR ELECTRICITY

10.1 General obligations

10.1.1 Our obligations under this Contract are subject to you complying with the following requirements:

- (a) you must pay all relevant fees and charges in relation to the supply address, and continue to pay the supply account, by the due date specified on the bill;
- (b) you must not allow natural gas or electricity directed to your supply address to be used at another address, or take at your supply address any natural gas or electricity provided by us directed to another address;
- (c) you must not resupply natural gas or electricity supplied under this contract to any other person unless specifically agreed to by us in writing or unless permitted by Regulatory Requirements;
- (d) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment; and

- (e) if we supply natural gas or electricity to you for a specific purpose, you must not use the natural gas or electricity for another purpose.

10.2 Unauthorised access

10.2.1 If you obtain natural gas or electricity from us otherwise than as permitted by this Contract, we may take action to disconnect supply, estimate the usage for which you have not paid and take debt recovery action for the unpaid amount and any disconnection and reasonable legal costs. If your actions result in damage to our equipment, we may recover from you the costs of repair or replacement of that equipment, together with reasonable investigation and legal costs and costs of disconnection.

10.3 Protection and access

10.3.1 To enable us to provide you with a reliable safe supply of natural gas and/or electricity, you must:

- (a) keep the Internal Gas Network, Internal Electrical Network and Gas and Electrical Appliances at your supply address in safe condition;
- (b) protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) Only allow Accredited persons to perform work on your Internal Gas Network, Internal Electrical Network and Gas and Electrical Appliances;
- (e) not use the natural gas or electricity supply in a manner that may interfere with the Distribution System or supply to any other natural gas or electrical installation or cause damage or interference to a third party; and
- (f) not interfere or allow someone to interfere with the Distribution System which delivers natural gas or electricity to the supply address, or with any metering equipment at the supply address.

10.4 Access to supply address

10.4.1 You must give us and the Distributor safe, convenient and unhindered access to the supply address for the following purposes:

- (a) to read the Meter;
- (b) to connect or disconnect supply;
- (c) to inspect or test natural gas or electrical installations as appropriate; or
- (d) to inspect, repair, test or maintain the Distribution System.

10.5 If you are not the owner of the supply address

10.5.1 You may only be able to fulfil certain of your obligations under this Contract if you are the owner of the supply address. If you are not the owner of the supply address, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf where this agreement is necessary to enable us to carry out our obligations.

11. USE OF YOUR PERSONAL INFORMATION

11.1 Your right to privacy

11.1.1 We respect your privacy and are committed to complying with the *Privacy Act 1988* (Cth), the Information Privacy Principles in that Act and any other applicable law regarding privacy.

11.1.2 You agree that we may cross - reference your personal information across any electricity, natural gas and water and sewerage services that we provide to you to check the accuracy of your contact details.

11.1.3 For any enquiries concerning privacy or the personal information we hold about you, please contact our privacy officer on 13 14 93.

11.2 Obtaining information from credit reporting agencies

11.2.1 We may obtain information related to your creditworthiness (including a consumer credit

report) from a credit reporting agency or from any business that reports on creditworthiness or any credit provider.

11.3 Use of contact details

11.3.1 You consent to us using information about you, your supply address, your natural gas and electricity usage, your Metering Data Agent and any related or similar information:

- (a) for internal purposes and reporting to our shareholders, parent company or their shareholders;
- (b) to comply with our obligations under this Contract; or
- (c) to give to a third party:
 - (i) if you are not readily identifiable;
 - (ii) to help assess your credit worthiness or to assist recovery against you if you breach this Contract;
 - (iii) to help plan delivery of electricity through the Transmission and Distribution Systems;
 - (iv) to help plan delivery of natural gas through the pipeline system and distribution systems;
 - (v) if required or permitted by law;
 - (vi) under coverage of a confidentiality agreement to help us serve you, conduct surveys, or make offers to you; or
 - (vii) to any one else with your permission.
- (d) for market research and analysis, and for marketing purposes, including offering you products or special offers, which we consider may be of interest to you.

11.3.2 If you do not wish your details to be used for information or promotional purposes, please call 13 14 93.

11.4 Use of other personal information

11.4.1 We may use any personal information we hold about you, including your contact details, to:

- (a) assess your ongoing creditworthiness or the status of any account you have with us;
- (b) determine the level of security required under this Contract; or
- (c) collect overdue payments.

11.5 Disclosure of information

11.5.1 We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.

12. DISCONNECTION

12.1 In what circumstances can supply be disconnected or restricted?

- 12.1.1 We, or the Distributor may disconnect supply or restrict supply to your Premises if:
- (a) we are entitled to do so under the Contract;
 - (b) we, or the Distributor, reasonably believe that you have contravened the *Utilities Act 2000* (ACT);
 - (c) we, or the Distributor, reasonably believe that the failure to disconnect may constitute a health or safety risk to you or to another person;
 - (d) we, or the Distributor, reasonably believe that failure to disconnect will cause, or is likely to cause, serious damage to property;
 - (e) we, or the Distributor, reasonably believe that failure to disconnect may affect the safe operation of the Distribution Network;
 - (f) we, or the Distributor, reasonably believe that your equipment at the Premises does not comply with the relevant Service and Installation Rules or any other reasonable installation requirement prescribed by us; or
 - (g) you do not pay a bill by the due date for payment, but only where we have complied with the notice requirements of clause 12.2.1.

12.1.2 We must arrange for disconnection if:

- (a) requested to do so by you;
- (b) directed to do so by the Chief Executive; or
- (c) directed to do so by a Person with legal authority to issue the direction.

12.2 Disconnection for non-payment for residential premises

12.2.1 The following notice requirements for Residential Premises comply with the minimum customer service requirements imposed under the Consumer Protection Code.

Unless you have requested us to do so, we will not arrange for your Residential Premises to be disconnected unless:

- (a) the amount of the unpaid account exceeds the amount agreed between us and the ACAT;
- (b) two written notices have been served on you at least seven days apart;
- (c) the account has not been paid within five days of the second notice being served on you, and a reasonable attempt has subsequently been made to contact you either in person or by telephone on a day other than the day of disconnection; and
- (d) after the procedures of (b) and (c) have been followed, you have not made and complied with any arrangement, satisfactory to us and reasonable in your financial circumstances, to pay your account.

12.2.2 If, after following the procedures of clause 12.2.1, we are entitled to disconnect electricity to your Premises, we must do so not later than six weeks after the second notice has been issued.

12.2.3 If we are advised by the ACAT that the ACAT has received and accepted a hardship complaint from you, we will not take action to disconnect the service until the matter has been determined by the ACAT.

12.2.4 If we have taken action to disconnect electricity from your Premises under clause 12.2.1 and we are

advised by the ACAT that the ACAT has received and accepted a hardship complaint from you, we must arrange to restore the service as soon as practicable and, in any event, within 24 hours, until the matter has been determined by the ACAT.

12.2.5 If we have taken action to disconnect electricity from your Premises under clause 12.2.1, and you, an occupier or your invitee pays the account or we accept an arrangement by you to pay the account subject to the Consumer Protection Code, we must arrange to restore the service as soon as practicable and, in any event, within 24 hours.

12.2.6 Any notice sent to you under clause 12.2.1 will comply with clause 23.2 of the Consumer Protection Code.

12.3 Consequences of disconnection

12.3.1 If your Premises are disconnected at your request, in accordance with this Contractor for any other reason, the relevant energy supply to the Premises will cease.

12.4 General

12.4.1 We must comply with any applicable procedures in the Consumer Protection Code in arranging disconnection or restricting your supply.

12.4.2 If the matter giving rise to the disconnection or restriction of supply is remedied or otherwise ceases to apply, we will arrange reconnection and recommence supply as soon as reasonably possible.

13. TERMINATION

13.1 When can you end this contract?

13.1.1 You may terminate this Contract during the Cooling-Off Period by giving us notice of your intent to do so.

13.1.2 (a) You may terminate this Contract within 3 months, starting at the start of the first day after the day on which the Contract was made, or, if the Contract was negotiated by telephone, the Contract documents were provided if one or more of sections 73, 74 or 75 of the Australian Consumer Law were contravened.

(b) You may terminate this Contract within 6 months, starting at the start of the first day after the day on which the Contract was made, or, if the Contract was negotiated by telephone, the Contract documents were provided, if one or more of sections 76, 78-81 (inclusive) or 86 of the Australian Consumer Law were contravened.

13.1.3 You may terminate this Contract within six months of the date of acceptance by you if ActewAGL or its agent was in serious breach of its obligations under Part 5 of the Consumer Protection Code. In exercising this right you must give us, in writing, notice of your intention and this must be delivered in person or by post.

13.1.4 After the Cooling-Off Period you must give us at least three Business Days notice (over the phone or electronically) of your intent to terminate the Contract, and provide an address to which a final account can be sent. The Contract will terminate three Business Days after we become aware of your intent that supply be disconnected.

13.2 When can we end this contract?

13.2.1 We may end this Contract by notice to you if we are entitled under clause 12.1.1 to disconnect supply to you under this Contract.

13.3 What are the consequences of you terminating this contract?

13.3.1 Any termination of this Contract in respect of a particular energy source (that is, natural gas or electricity) will result in a termination in respect of the other energy source. Termination in respect of the other energy source will not take effect until:

- (a) we have given you written notice stating:
 - (i) that if you wish to continue to be supplied with that energy source, you must arrange supply under a customer supply contract with us or another supplier;
 - (ii) whether or not you are entitled to elect to take supply from a standard supplier under a standard customer contract; and
 - (iii) the circumstances in which we may arrange for discontinuation of supply and

the date on or after which supply may be disconnected (which must be after giving you a reasonable time (and at least 21 days from the date of the notice) to enter into a new customer supply arrangement);

(b) and either:

- (i) supply has commenced under another customer supply arrangement in respect of the supply address; or
- (ii) the supply address is disconnected, at which time this Contract will terminate in its entirety.

13.3.2 You are responsible for paying for all natural gas and/or electricity consumed at the supply address at the charges set out in this Contract until this Contract is terminated. Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Contract.

13.3.3 Where you terminate the Contract after the Cooling-Off Period and before the expiry of the Initial Term (including any Initial Term as extended in accordance with this Contract), you may be liable for an early termination charge as provided in the Offer.

13.3.4 If we incur a cost in arranging the disconnection of your Premises, including any special Meter reading costs or charges by the Distributor, we may pass these charges onto you even if your energy supply has not actually been discontinued or reconnected.

13.4 Transfer to another supplier

13.4.1 You or your new supplier must give us written notice of your intention to transfer to another supplier, including the earliest date on which you wish to transfer, which must be at least three Business Days after the date of your notice.

13.4.2 Your transfer to another supplier may be delayed at least until the next scheduled meter reading in accordance with Regulatory Requirements (in some cases you may request a special meter reading).

- 13.4.3 If you wish to transfer to another supplier:
- (a) this Contract will continue at the charges applying under this Contract until the commencement of your obligation to pay the other supplier under your new arrangements with that supplier; and
 - (b) this Contract will then terminate.

13.4.4 Notwithstanding anything else in this Contract, you are entitled to transfer or be transferred to another supplier if last resort supply arrangements under Regulatory Requirements are implemented in relation to you, and we are not entitled to be paid any compensation or other payment by you in respect of any such transfer.

13.5 What are the consequences of removing whole or part of premises?

13.5.1 Where relevant, if you remove whole or part of one or more Premises from the operation of this Contract, then you must meet all of your outstanding pre-removal obligations to us, despite us agreeing to remove whole or part of one or more Premises from the operation of this Contract.

14. OUR LIABILITY

14.1 Consumer guarantees

14.1.1 The Australian Consumer Law requires suppliers to automatically provide certain guarantees in relation to goods and services which cannot be excluded by contract ("Consumer Guarantees"). However, where a failure to comply with a Consumer Guarantee can be remedied, and is not a Major Failure, a supplier may comply with a requirement to remedy that failure as set out in clause 14.1.2.

14.1.2 To the extent permitted by law, and subject to the other provisions of this clause, our liability for failing to comply with a Consumer Guarantee applying to this contract (if the failure can be remedied and is not a Major Failure) is limited at our option to one of the following remedies: :

- (a) in the case of goods supplied by us:
 - (i) if the failure relates to title – by curing any defect in the title; or

- (ii) if the failure does not relate to title – by repairing the goods; or
- (iii) by replacing the goods with goods of an identical type; or
- (iv) by refunding:
 - (i) any money paid by you for the goods; or
 - (ii) an amount equal to the value of any other consideration provided by you for the goods, within a reasonable time.

(b) in the case of services supplied by us:

- (i) remedying the failure within a reasonable time; or
- (ii) if we refuse or fail to remedy the failure within a reasonable time, you may otherwise have the failure remedied and recover your reasonable costs in having the failure so remedied, or terminate the contract for the supply of the services.

14.2 Exclusion of other implied terms

14.2.1 The only terms, conditions, guarantees or warranties which apply to the supply of natural gas and/or electricity under this Contract are:

- (a) any Consumer Guarantees but subject to the provisions of this clause; and
- (b) the express terms of this Contract.

14.2.2 All other terms, conditions, warranties or guarantees implied or imposed by law (including statute), custom or usage are excluded to the fullest extent permitted by law.

14.3 Our liability

14.3.1 Subject to the limitations described in this clause, we are liable for any loss, liability or expense which you may suffer or incur:

- (a) as a direct result of any negligence by us; or
- (b) that was reasonably foreseeable as a result of a failure by us to comply with a Consumer Guarantee.

Clause 14.3.1.(b) will not apply where the failure to comply occurred only because of a cause independent of human control after the goods left our control.

14.4 Limitations on our liability

14.4.1 We are not liable to the extent Your Equipment caused or contributed to the problem.

14.5 Interruption to services

14.5.1 We are not liable for an interruption to your natural gas and/or electricity supply if the interruption:

- (a) was caused by events or circumstances beyond our control; or
- (b) arose despite us having complied with all relevant performance standards under the Consumer Protection Code.

14.6 Other limitations

14.6.1 We are not liable for any loss, liability or expense that you may suffer or incur, other than as provided in clause 14.3.1.

14.6.2 Without limiting clause 14.6.1, we are not liable for any loss of actual or anticipated savings or profits, loss of business, loss of revenue, loss of use, loss of data, loss of overhead, loss of opportunity, loss of contract, or for any remote, indirect, special, punitive, exemplary or incidental loss or damage arising out of or in connection with this Contract, whether in contract, tort (including negligence) or otherwise.

14.6.3 Other limitations on our liability may apply under applicable Electricity Law or Gas Law, including the Consumer Protection Code, or under the Australian Consumer Law.

14.7 General

14.7.1 The limitations in clause 14.6.1 and clause 14.6.2 are subject to the earlier provisions of this clause regarding Consumer Guarantees.

14.7.2 Any liability a party has to the other for breach of this Contract is reduced to the extent the other party caused or contributed to the breach.

15. DISPUTE RESOLUTION

15.1 What will happen if you have a dispute with us about this contract?

15.1.1 If you have a dispute with us we will try to resolve it with you.

15.1.2 If we cannot resolve that dispute informally with you, then you may ask us to formally review the issue which has caused the dispute.

15.1.3 You must do so in writing, stating fully the basis of your complaint against us, no later than 28 days after the dispute has arisen. We will then formally review your complaint and advise you of our decision in relation to it within 28 days of you giving notice to us under this clause.

15.1.4 If, having advised you of our decision, you are still unhappy then you may be entitled to refer your complaint to the ACAT.

15.1.5 You must continue to perform your obligations under this Contract despite the dispute.

15.1.6 This does not prevent a party exercising its rights under this Contract or applying to a court for urgent relief.

16. MISCELLANEOUS

16.1 How may this contract be varied or a right under it waived?

16.1.1 We may by notice to you vary this Contract to reflect changes in the Gas Law and Electricity Law. Otherwise this Contract may be varied only in writing signed by both parties.

16.1.2 A right under this Contract may be waived only in writing by the person giving the waiver.

16.1.3 If you seek an amendment to this Contract, then notwithstanding whether or not the proposed amendment is agreed to by us, you will pay our legal, administrative and other costs associated with any consideration or negotiation of the matter.

16.2 Inconsistency

16.2.1 The parties must comply with the obligations imposed on them by Gas Law and Electricity Law,

except where those obligations are inconsistent with this Contract. In that case this Contract will prevail to the extent permitted by law.

16.3 No representations or warranties

16.3.1 You acknowledge that in entering into this Contract you have not relied on any separate promises from us that have not been included in this Contract.

16.4 Entire agreement

16.4.1 This Contract constitutes the entire agreement between us about its subject matter.

16.5 Multiple supply address

- 16.5.1 This Contract will apply to multiple supply addresses:
- (a) each reference to a supply address in this Contract is a reference to each of the supply addresses to which this Contract applies; and
 - (b) for the avoidance of doubt, if this Contract is terminated in respect of one or more supply addresses, the Contract will continue in relation to each other supply address.

16.6 Assignment

16.6.1 You may not assign your rights or obligations under this Contract without our consent.

16.7 Notices

16.7.1 Notices sent to you from us will be sent in accordance with the requirements of the Consumer Protection Code.

16.8 Joint customers

16.8.1 If you own or lease the Premises together with another person or persons, this Contract binds and is for the benefit of you all jointly and severally.

16.9 Termination

16.9.1 This Contract will terminate if our Gas Supply Licence or Electricity Supply Licence is suspended or ceases to apply and we are not otherwise authorised to supply natural gas or electricity under applicable Gas Law or Electricity Law.

16.10 Governing law

16.10.1 This Contract is governed by the laws of the Australian Capital Territory.

17. FORCE MAJEURE INTERRUPTION

17.1 Impact and liability

- 17.1.1 We will not be liable to you for our failure to fulfil this contract where that failure results from a Force Majeure event.
- 17.1.2 If a Force Majeure event prevents us from fulfilling our obligation to sell natural gas and/or electricity to you for 14 continuous days or longer, or permits us to charge additional amounts for a period for 14 continuous days or longer, we may elect to terminate this Contract.

18. DEFINITIONS

ACAT

means the ACT Civil and Administrative Tribunal

AEMO

means the Australian Energy Market Operator Limited ACN 072 010 327, which is the manager of the National Electricity Market

Access Arrangement

means the Access Arrangement for the ActewAGL Distribution System in ACT, Queanbeyan and Palerang made under Gas Law from time to time.

Accredited

means accredited or licensed under the *Electricity Safety Act 1971 (ACT)*, *Gas Safety Act 2000 (ACT)*, or licensed under the *Plumbers, Drainers and Gasfitters Board Act 1982 (ACT)*.

ActewAGL

means the retail arm of the ActewAGL joint venture, which is a partnership between ACTEW Retail Limited ABN 23 074 371 207 and AGL ACT Retail Investments Pty Limited ABN 53 093 631 586, trading as ActewAGL Retail, ABN 46 221 314 841.

ActewAGL Distribution

means the distribution arm of the ActewAGL joint venture, which is a partnership between ACTEW

Distribution Limited ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663, trading as ActewAGL Distribution.

Article of Electrical Equipment

has the meaning given by the *Electricity Safety Act 1971* (ACT).

Australian Consumer Law

means Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth).

Billing Address

means your billing address shown in the Offer.

Billing Cycle

means the period covered by each bill.

Business Day

means a day, other than a Saturday, Sunday or ACT public holiday.

Chief Executive

means the chief executive responsible for the Technical Codes under the *Utilities Act 2000* (ACT).

Cooling-Off Period

means a period commencing on, and concluding not less than 10 Business Days, starting at the start of the first day after the day on which the Contract was made, or, if the Contract was negotiated by telephone, the Contract documents, including the full terms, conditions and applicable costs of this Contract were provided, during which you have the right to cancel the Contract.

Connection Point

for electricity: the boundary between the Distribution System and Your Equipment, as defined in the Electricity Network Boundary Code or as otherwise agreed with you in writing; for gas: the outlet of the meter assembly (as defined in the Gas Network Boundary Code), or as otherwise agreed with you in writing.

Consumer Price Index (CPI)

means the Consumer Price Index (CPI) (All Groups) Average of Eight Capital Cities published from time to time by the Australian Bureau of Statistics or any replacement body.

Contract

means this negotiated natural gas and electricity supply contract comprising this document, the Offer and any other Schedule (including a Schedule of Charges).

Distribution System

means a network of pipes or wires, Meters and controls used to sell and supply natural gas or electricity, or that a Distributor uses to transport natural gas or electricity for supply to customers.

Distributor

means the person who is licensed to own or operate the pipes or wires we use to supply you with natural gas and electricity.

Easement

means anything registered on the title to your premises as an ActewAGL Distribution easement, or shown as an easement, proposed easement or utility service preservation on the deposited plan at the Registrar-General's Office.

Electrical Appliances

means an Article of Electrical Equipment (whether or not prescribed under the *Electricity Safety Act 1971* (ACT)).

Electrical Installation

has the meaning given by the *Electricity Safety Act 1971* (ACT).

Electricity Law

means the *Utilities Act 2000*, any applicable market, industry or technical code, our Electricity Supplier's Licence, the Rules and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly issued by any Government or Authority and includes any of the above which has as one of its purposes the reduction and/or limitation of greenhouse gases, trading in greenhouse gas emission units, credits permits or offsets, addressing the effects of climate change, encouraging the generation or production of renewable energy, reducing the consumption of energy or minimising the environmental impact of energy industries generally.

Electricity Network

means the ACT electricity distribution network as defined in section 7 of the *Utilities Act 2000* (ACT).

Electricity Supplier

has the meaning given by the *Utilities Act 2000* (ACT).

Electricity Supply Licence

means our licence to supply electricity to premises in the ACT, issued under the *Utilities Act 2000*.

Energy Charges

means the charges determined by multiplying the applicable Energy Charge Rates by the metered or estimated natural gas and/or electricity consumption for your Premises.

Energy Charge Rates

means the rates set out in the Offer or the Schedule of Charges.

Force Majeure

means any event or circumstance beyond the direct influence of us and includes:

- (1) an act of God, insurrection or an industrial dispute;
- (2) an order, act or omission of a government, court, regulatory body, your Distributor or other third party;
- (3) a "Force Majeure event" under a contract between a generator and our supplier that prevents our supplier from supplying us or permits that supplier to increase its price to us; to a level that, in our reasonable opinion makes resale of energy by us, uneconomical;
- (4) the failure of delivery of electricity or natural gas via the relevant Transmission, transportation or Distribution System, or the failure of any part of the Transmission, transportation or Distribution System;
- (5) an epidemic or risk to health or safety;
- (6) the volume of electricity available from the electricity grid being insufficient to enable us to perform this contract; or

- (7) any other event which affects our ability to perform our obligations under this contract.

Gas Appliance

means a gas-burning appliance that is manufactured, adapted or designed for connection to a consumer piping system whether by means of a gas outlet, socket or otherwise.

Gas Law

means the *Utilities Act 2000*, the *Gas Safety Act 2000*, the *National Gas (ACT) Act 2008*, any other applicable market, industry or technical code, the Access Arrangement, our Gas Supplier's Licence and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly made by any Government or Authority and includes any of the above which has as one of its purposes the reduction and/or limitation of greenhouse gases, trading in greenhouse gas emission units, credits permits or offsets, addressing the effects of climate change, encouraging the generation or production of renewable energy, reducing the consumption of energy or minimising the environmental impact of energy industries generally.

Gas Network

means the ACT gas distribution network as defined in section 10 of the *Utilities Act 2000* (ACT).

Gas Supply Licence

means our licence to supply gas to premises in the ACT, issued under the *Utilities Act 2000*.

Government or Authority

means the Commonwealth of Australia, any Australian State or Territory or any local government, and any minister, department, statutory authority, corporation or agency (including ICRC and AEMO) having jurisdiction and authority over a party.

GreenPower Product

means a product accredited under the rules and guidelines of the National GreenPower Accreditation program (as amended from time to time) as having 10 per cent or more accredited GreenPower. The Greenpower Program is a joint initiative of the Australian Capital Territory, New South Wales, South Australian, Queensland, Victorian and Western Australian Governments.

GST

has the same meaning as given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

ICRC

means the Independent Competition and Regulatory Commission, which is the ACT regulator for competition, pricing and other matters involving the electricity and natural gas industries.

Initial Term

means any initial term nominated in the Offer.

Interest Rate

for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set by the court from time to time under the Court Procedures Rules 2006 (ACT).

Internal Electrical Network

means the Electrical Installation and associated structures and equipment at the Premises on your side of the Connection Point that are used to convey electricity to an Electrical Appliance.

Internal Gas Network

means the system of gas pipes, fittings, flexible hoses, components and associated structures and equipment at the Premises on your side of the Connection Point that are used to convey gas to a Gas Appliance.

Load Profile

means the daily and seasonal pattern of electricity usage.

Major Failure

has the meaning given by the Australian Consumer Law.

Meter

means a meter which complies with and has been installed in compliance with the Rules.

Metering Data Agent

means an agent of AEMO appointed by you or us to undertake AEMO's obligations under the Rules in relation to meter registration and data.

Metering Provider

has the meaning given by the Rules.

Metering Standards

means the relevant regulatory requirements standards which:

- (a) regulate the basis for the installation of new metering equipment and the operation and maintenance of new and existing metering equipment at your supply address;
- (b) establish rights and obligations with respect to metered data; and
- (c) includes relevant or prescribed industry codes or standards.

National Market

means any market for wholesale trading in electricity or natural gas as operated under relevant Electricity Law or Gas Law.

Offer

means the schedule, letter, term sheet or other document provided by us that refers to and incorporates this document.

Person

includes a natural person, firm, unincorporated association or body corporate.

Power Factor

means the ratio of the rate that electrical energy flows to the apparent power at a metering point.

Premises

means:

- (1) each address set out in the Offer;
- (2) if there is more than one Connection Point at an address, the Connection Points through which you buy electricity from us; and
- (3) where the context permits, all of the addresses set out in the Offer.

Reading

means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

Regulatory Requirement

means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time and includes any Electricity Laws and Gas Laws.

Requirement

means a requirement of the Rules, or a law or other requirement binding on us including any Taxes, fees or charges

Residential Premises

has the meaning given in the Consumer Protection Code.

Rules

means the *National Electricity Rules* made under the *National Electricity (South Australia) Act 1996 (SA)* or the *National Gas Rules* made under the *National Gas (ACT) 2008 (ACT)*.

Schedule

means a Schedule to this Contract.

Schedule of Charges

means a Schedule to this Contract setting out your Energy Charge Rates.

Serious Electrical Accident

has the meaning given in the Electricity Safety Act 1971 (ACT), namely an accident in which electricity causes or contributes to the death or injury of a person, damage to property, or a fire.

Serious Gas Accident

has the meaning given in the *Gas Safety Act 2000 (ACT)*. These are accidents involving death of a person, an injury that requires medical attention, damage to property exceeding \$5,000 or fire.

Service And Installation Rules

for electricity: the Service and Installation Rules adopted by ActewAGL Distribution in accordance with the Electricity Service and Installation Rules Code; for natural gas: the rules published from time to time by us for gas service and installation.

Small Contestable Customer

means customers who take natural gas and/or electricity supply at premises at which the consumption of electricity does not exceed 100 megawatt hours (1 terajoule for natural gas) in a 12-month period and who enter or wish to enter into a negotiated contract after 1 July 2003 for the supply of natural gas and electricity to those premises. Their consumption of natural gas and electricity at the premises may be assessed as actual consumption, or estimated or potential consumption.

Supply Commencement Date

means, subject to clause 2, the date specified in the Offer as the supply commencement date.

Taxes

means any state, territory or Commonwealth taxes, levies, imposts, deductions, charges, withholdings, fines, penalties and duties, other than income tax.

Transmission System

has the meaning given by the Rules.

Your Equipment

for natural gas: the pipes and associated equipment at the Premises at your side of the Connection Point; for electricity: the electricity lines and associated equipment at the Premises on your side of the Connection Point.

19. INTERPRETATION

In this Contract:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an agreement, code or another instrument includes any consolidation, amendment, variation or replacement of them;
- (c) a reference to a statute, ordinance, code or other law, including anything which comprises Electricity or Gas Law, includes regulations and other instruments under it and includes all consolidations, amendments, re-enactments or replacements;
- (d) a reference to a code named in this Contract is a reference to the code of that name made under the *Utilities Act 2000* (ACT);
- (e) a reference to a person includes the person's permitted successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) if an event must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day;
- (g) 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 exclusive of that day;
- (h) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

actewagl.com.au

Customer enquiries

13 14 93 – electricity, water, sewerage

13 18 86 – natural gas

Emergencies and faults

13 10 93 – electricity

13 11 93 – water, sewerage and stormwater

13 19 09 – natural gas

24 hours

Postal address

ActewAGL

GPO Box 366

Canberra ACT 2601

Language assistance

如果您需要幫助，請打電話給下面的號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم أدناه.

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

Se vi serve un interprete, telefonate al seguente numero.

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

13 14 50

24 hours

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