

NSW natural gas and electricity supply contract

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



ActewAGL
Always.

NSW natural gas and electricity supply contract

This document is our negotiated customer supply *contract* for NSW residential and small business customers using less than 1TJ natural gas per annum or less than 160MWh electricity per annum. Thank you for choosing us as your energy retailer.

NSW legislation regulates some of the terms that we must include in our *contract*. This document complies with those requirements.

This document does not deal with the connection of your site to the electricity *distribution system* or the terms upon which your *distributor* delivers electricity to your site from its *distribution system*. If your site is connected to an electricity *distribution system*, you already have a separate customer connection contract with your *distributor* that deals with these issues.

It is important that you read and understand this *contract* and keep a copy in a safe place after you sign it. If you would like another copy of it, or a copy of any document referred to in this *contract*, you can pick one up from our office or ask us to send you one free of charge.

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Terms and conditions

1. NEGOTIATED SUPPLY CONTRACT

1.1 *About this contract*

- 1.1.1 This *contract* sets out the terms under which we will supply natural gas and electricity to customers who choose to obtain supply from us. Together with any *offer* made by us that refers to and incorporates it, this *contract* forms a negotiated customer *contract* between you and us.
- 1.1.2 If you have an existing connection to a natural gas network, then subject to any contractual restrictions you have the right to enter into a standard form contract with the standard natural gas supplier for your district instead of this *contract*. ActewAGL is the standard natural gas supplier for Queanbeyan, Yarrowlumla Shire and Nowra.
- 1.1.3 If you have an existing connection to an electricity network, then subject to any contractual restrictions you have the right to enter into a standard form contract with the standard electricity supplier for your district instead of this *contract*. The standard electricity supplier for your district is the electricity *distributor* set out in the *offer* or a retailer associated with that *distributor*.

1.2 *Definitions and interpretation*

- 1.2.1 The glossary set out in clause 13 of this *contract* provides the meanings of italicised words used in this *contract* and the rules of interpretation applying to this *contract*.

1.3 *Multiple supply addresses*

- 1.3.1 Where the *offer* specifies, or we otherwise agree, that this *contract* will apply to multiple supply addresses:
- each reference to a supply address in this *contract* is a reference to each of the supply addresses to which this *contract* applies; and
 - 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.

2. SUPPLY COMMENCEMENT AND TERM

2.1 *Cooling-off period*

- 2.1.1 This *contract* is subject to a *cooling-off period* commencing on the *contract start date* and expiring 10 *business days* later (though the *offer* may provide for a shorter *cooling-off period* if permitted by *regulatory requirements*).

- 2.1.2 You may cancel this *contract* without penalty by giving us written notice at any time before the expiry of the *cooling-off period* to ActewAGL Retail GPO Box 366, Canberra ACT 2601. If you cancel this *contract* during the *cooling-off period*, then unless this *contract* involves a new connection service it will have no effect and you will continue to be supplied with natural gas and electricity under any current arrangements with us or with other suppliers.
- 2.1.3 If this *contract* involves a new connection service and supply has commenced, then termination will not take effect until:
- (a) the supply address is disconnected; or
 - (b) supply has commenced under another customer supply arrangement in respect of the supply address.

2.2 Connection to distribution networks

- 2.2.1 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*. Each *distribution system* is operated by the relevant *distributor*, which may be a company related to us or a company unrelated to us.
- 2.2.2 In relation to natural gas, we will acquire connection and distribution services from the *distributor* in order to supply you with natural gas under this *contract*. 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*. If the supply address is not currently supplied with natural gas, you can ask us to connect the supply address to the natural gas *distribution system* in accordance with all *regulatory requirements*, and we will pass through to you any charges for this connection.
- 2.2.3 In relation to electricity, the relevant *distributor* will directly provide you with connection and distribution services under a standard form or negotiated connection contract. Unless we agree otherwise, we will issue bills and collect payments in relation to these services on behalf of the *distributor*, together with the other charges payable under this *contract*. If the supply address is not currently supplied with electricity, you can ask us to arrange your connection to the electricity *distribution system*. You must pay us or your *distributor* reasonable costs as directed by us or your *distributor*.

2.3 Supply commencement date

- 2.3.1 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.

- 2.3.2 If no *supply commencement date* is specified in the *offer*, or if the specified *supply commencement date* is before the following conditions are satisfied, 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 2.1 has expired (unless this *contract* involves a new connection service);
 - (b) you are legally entitled and practically able to choose your suppliers of natural gas and electricity;
 - (c) all necessary transfers have been completed to allow us to supply you with natural gas or electricity as a contestable customer in accordance with all *regulatory requirements*;
 - (d) you are connected to the natural gas and electricity *distribution systems* in accordance with all applicable *regulatory requirements* as set out in clause 2.2;
 - (e) all relevant pipe work, cables and appliances at the supply address are certified as complying with all necessary *regulatory requirements*, and there is a suitable *meter* available for our use; and
 - (f) 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.
- 2.3.3 We may charge you an establishment fee as set out in the *offer* if you do not currently acquire natural gas or electricity from us at the supply address.
- 2.3.4 If, prior to entering into this *contract*, you were supplied with natural gas or electricity by us under a new occupant supply arrangement or approved last resort supply arrangement, then notwithstanding anything else in this clause the *offer* may specify a *supply commencement date* occurring at any time during the period of that supply.

2.4 **Term of supply**

- 2.4.1 We will supply and sell you natural gas and electricity in accordance with this *contract* from each relevant *supply commencement date* until the expiry of the *initial term* (if any) set out in the *offer*. There may be separate *initial terms* in relation to natural gas and electricity.
- 2.4.2 At least one month, but no more than two months, before the expiry of any *initial term*, we will:
- (a) notify you that the *initial term* is about to expire, and the date of that expiry;
 - (b) notify you of the charges, terms and conditions (if any) that will apply to you beyond the expiry of the *initial term* if you do not exercise any other option, which may include:
 - (i) the charges, terms and conditions of this *contract*, extended for an additional service period;
 - (ii) such other charges, terms and conditions as we may determine; or
 - (iii) disconnection, subject to the guaranteed customer service standards specified in this *contract*, where our decision will be based on:
 - a. our estimates of the total direct and indirect costs of supplying natural gas and electricity to you for an additional period;
 - b. the charges, terms and conditions applying or being offered to similar customers at the time; or
 - c. both of these factors or any other relevant factor.
 - (c) notify you of your other options following the expiry of the *initial term*, which will include:
 - (i) entering into a standard contract with your standard supplier;
 - (ii) entering into any negotiated contract offered to you by us or another supplier; or
 - (iii) requesting disconnection.
- 2.4.3 The *offer* may set out in advance the charges, terms and conditions (if any) that will be notified to you and will apply if you do not exercise any other option. However, this will not alter our obligation to send you this notice as set out above.
- 2.4.4 If you do not exercise any of the options notified in the manner set out in the notice before the expiry of the *initial term* (if any), then from the expiry of the *initial term* the charges, terms and conditions (if any) notified to you will apply and will form part of this *contract* (or will form a new contract if so specified in the notice).

3. TERMINATION

3.1 *Consequences of termination*

- 3.1.1 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 form customer contract, and the name and contact details of that standard supplier if it is not us; 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) 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.
- 3.1.2 You are responsible for paying for all natural gas and 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*.
- 3.1.3 If this *contract* is terminated before the expiry of the *initial term* (including any *initial term* as extended) we may charge you any additional administration fee set out in the *offer* to reflect our costs of processing the termination and any other loss suffered by us due to your early termination.

3.2 Transfer to another supplier

- 3.2.1 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. 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*).
- 3.2.2 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.
- 3.2.3 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.

3.3 New supply arrangement with us

- 3.3.1 If you enter into another supply arrangement with us, this *contract* will terminate on the commencement of that arrangement. The new arrangement will not be considered to commence until any relevant *cooling-off period* has expired and any other conditions precedent are satisfied or waived.

3.4 Request for disconnection

- 3.4.1 You must give us at least three *business days*' notice in the case of natural gas, and 72 hours' notice in the case of electricity, of your desire that supply be disconnected, including where you intend to vacate or have vacated the supply address. This notice must include:
- (a) the date on which you wish to disconnect supply; and
 - (b) if you are vacating the supply address, a forwarding address to which a final bill may be sent.
- 3.4.2 Subject to clause 3.4.3, this *contract* will terminate on the later of:
- (a) three *business days* in the case of natural gas, and 72 hours in the case of electricity, after we become aware of your desire that supply be disconnected; and
 - (b) the date set out in your notice to us.

- 3.4.3 This *contract* will terminate earlier than the date provided for in clause 3.4.2 in the following circumstances:
- (a) if we enter into a new supply arrangement with any person (including you) in relation to the same supply address, this *contract* will terminate on the commencement of that person's obligation to pay under the new arrangement;
 - (b) if the supply address is disconnected, this *contract* will terminate on disconnection; and
 - (c) if another supplier becomes responsible for the energy supplied at the supply address under applicable *regulatory requirements*, this *contract* will terminate when the new supplier becomes so responsible.

3.5 Last resort arrangements

- 3.5.1 This *contract* will terminate on the completion of your transfer to another retailer under last resort supply arrangements in accordance with any *regulatory requirements*.

3.6 Termination for breach

- 3.6.1 If the supply address is disconnected from the relevant *distribution system* for your breach of this *contract* as set out below, and you do not have a right under this *contract* to be reconnected or if you have entered into another supply arrangement with us or another supplier in respect of the supply address, we may terminate this *contract* effective immediately.

4. DISCONNECTION FOR BREACH

4.1 Non-payment

- 4.1.1 We may disconnect the supply address or request that the *distributor* disconnect the supply address if you do not:
- (a) pay for any charges incurred at your current or any previous supply addresses; or
 - (b) agree to an offer of an instalment plan or other payment option for such charges and adhere to your obligations to pay in accordance with an agreed payment plan.

4.2 Denial of access

- 4.2.1 We may disconnect the supply address or request that the *distributor* disconnect the supply address if, due to acts or omissions on your part, the supply address is inaccessible for the purpose of reading the *meter* for three consecutive bills, or if you have refused or failed to give an authorised officer access to the supply address or obstructed the officer in his or her functions under this *contract*.

4.3 *Unauthorised or illegal access*

4.3.1 If you have obtained supply of natural gas or electricity otherwise than in accordance with this *contract* or any relevant *regulatory requirements*, we may disconnect the supply address or request that the *distributor* disconnect the supply address.

4.4 *Refusal of security*

4.4.1 If you refuse to pay a refundable advance security deposit, or security levy or to provide a bank guarantee where they are required by us, we may disconnect the supply address or request that the *distributor* disconnect the supply address.

4.5 *Restrictions on our power to disconnect*

4.5.1 We will not disconnect the supply premises or request that the *distributor* disconnect the supply premises except in accordance with the guaranteed customer service standards specified in this *contract* and any applicable *regulatory requirements*. In particular:

- (a) we will not disconnect the supply premises or request that the *distributor* disconnect the supply premises while you have applied for a government-funded rebate or relief scheme or a payment plan, or (in relation to electricity) where any life support system that relies on electricity for its operation is in use at the supply address; and
- (b) we will not disconnect supply:
 - (i) on a Friday, Saturday or Sunday;
 - (ii) on a public holiday or the day immediately preceding a public holiday; or
 - (iii) after 3.00pm on any other day.

4.6 *Reconnection*

4.6.1 If the supply premises have been disconnected for any of the following reasons:

- (a) non-payment of a bill;
- (b) access to the *meter* was refused;
- (c) for obtaining supply otherwise than in accordance with this *contract*; or
- (d) refusing to pay a refundable advance or security deposit or to provide a bank guarantee;

we will recommence supply at your request and on payment of a disconnection/reconnection fee as specified below if you have rectified the reason for disconnection within a reasonable time.

- 4.6.2 We will reconnect the supply premises:
- (a) on the day of your request, if you contacted us before 3.00pm on a *business day*;
 - (b) on the next *business day* after your request, if you contacted us after 3.00pm on a *business day*; or
 - (c) on the day of your request, if you contacted us after 3.00pm on a *business day* but before the close of business, and you agree to pay our after hours reconnection fee as specified below.
- 4.6.3 If we (or the *distributor* or another contractor or agent) have been called out to disconnect the supply premises for any of the reasons set out in clause 4.6.1 above, and the reason is rectified before we disconnect the supply premises, then we may charge a call-out fee as specified below.
- 4.6.4 The disconnection/reconnection fee, after-hours reconnection fee and call-out fee referred to in this clause 4.6 will be:
- (a) the fee specified in the *offer*; or
 - (b) if no fee is specified in the *offer*, an amount reflecting our direct costs arising from the disconnection, reconnection or call-out (including any amount charged to us by the *distributor* or another contractor or agent for providing services in relation to the disconnection, connection or call-out, and our reasonable administration charges).

4.7 Exercise of discretion

- 4.7.1 Where we have the right to disconnect the supply premises, we may at our discretion elect not to do so based on:
- (a) the nature of the grounds under which our right to disconnect arise, including whether these grounds were beyond your reasonable control or were accidental but not negligent;
 - (b) any factors arising from your history with us, including your conduct under this *contract* and any previous supply arrangements;
 - (c) our evaluation of the likelihood that you will fulfil your obligations under this *contract* in the future; and
 - (d) the consistent application of ActewAGL's policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).
- 4.7.2 The exercise of our discretion not to disconnect the supply premises is not a waiver of our right to do so, and we may decide to disconnect the supply premises according to this *contract* at any time until the grounds for disconnection are rectified.

5. CHARGES

5.1 *Charges and variations set out in offer*

5.1.1 The initial charges are as set out in the *offer*. The *offer* may also set out certain variations to the initial charges. You are not liable to pay any charge under this *contract* unless the amount of the charge or the basis for calculating the charge is set out in this *contract*.

5.1.2 The basis for the calculation of charges under this *contract* will be:

- (a) if the *offer* states a bundled rate (in cents per megajoule or “c/MJ”, or cents per kilowatt-hour or “c/kWh”) then the charges will be calculated by multiplying your natural gas or electricity consumption during the *billing period* (derived in accordance with clause 6.2) by that bundled rate;
- (b) if the *offer* states separate rates of charges then the charges payable by you will be the sum of:
 - (i) for energy consumption rates, the amount resulting from multiplying your natural gas or electricity consumption during the *billing period* (derived in accordance with clause 6.2) by the applicable energy consumption rate; and
 - (ii) for daily rates, the amount resulting from multiplying the number of days in the *billing period* by that daily rate;
- (c) if the *offer* states different rates of charges for separate periods (such as an off-peak or peak rate) within a *billing period* for an energy consumption rate or a bundled rate, then the charges will be the sum of your natural gas or electricity consumption during any separate periods within the *billing period* (derived in accordance with clause 6.2) multiplied by the applicable energy consumption rate or bundled rate for that separate period.

5.2 *Increases in energy costs*

5.2.1 If the *offer* provides for variations in the case of a change in energy costs, we may vary your charges to reflect any increase in our overall 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) the occurrence of any “force majeure” event under any wholesale natural gas purchase arrangement or electricity price hedging *contract* to which we are a party;

- (b) the amendment, suspension or termination (either in whole or relating to any volume of electricity or gas) of any wholesale natural gas purchase arrangement or electricity price hedging *contract* to which we are a party; or
- (c) any new amount, or increase in any amount, passed through to us by the other party to a wholesale natural gas purchase arrangement or electricity price hedging *contract* to which we are a party to reflect a cost incurred by that party.

5.2.2 The amount of any such variation will be calculated by:

- (a) dividing the total amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) by the volume of energy purchased in relation to that customer segment; and
- (b) applying up to the resulting amount to the charges on the basis of cents per megajoule of natural gas or cents per kilowatt-hour of electricity consumed at the supply address.

5.3 Variations in distribution costs

5.3.1 If the *offer* separately identifies distribution charges or provides for variation in the case of a change in distribution charges, we may vary your charges to reflect any change in the amount of, or basis for calculation of, any published charges imposed by the relevant *distributor* for the transportation of natural gas or electricity, whether:

- (a) imposed on us and reflected in our charges to you; or
- (b) imposed directly on you and billed by us on behalf of the relevant *distributor*.

5.3.2 The amount of any such variation will be calculated by the following means:

- (a) if the *offer* separately identifies distribution charges, by simply passing through the new charges imposed by the *distributor*; and
- (b) in any other case, by:
 - (i) apportioning the total estimated amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) across that customer segment; and
 - (ii) applying up to the resulting amount to the charges on the basis of cents per megajoule of natural gas or cents per kilowatt-hour of electricity consumed at the supply address, days connected to the *distribution system*, or a combination of the two.

- 5.3.3 To the extent permitted by *regulatory requirements*, we may also:
- (a) vary any disconnection/reconnection fee or call-out fee to reflect any increase in our cost of disconnection, reconnection or call-out (including any increase in any amount charged to us by the *distributor* or another contractor or agent for providing services in relation to the disconnection, connection or call-out); and
 - (b) pass through to you any other charges imposed by a *distributor* for services that are not included in your charges (such as connection charges) together with our reasonable administration charges.

5.4 *Increases in market charges*

- 5.4.1 If the *offer* provides for variation in the case of increases in market charges, we may vary your charges to reflect any change in the amount of, or basis for calculation of, any charges imposed on us for participation in energy markets by the relevant market operators.
- 5.4.2 The amount of any such variation will be calculated by:
- (a) dividing the total amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) by the volume of energy purchased in relation to that customer segment; and
 - (b) applying up to the resulting amount to the charges on the basis of cents per megajoule of natural gas or cents per kilowatt-hour of electricity consumed at the supply address.

5.5 *Increases in metering charges*

- 5.5.1 If the *offer* separately identifies metering charges or provides for variation in the case of a change in metering charges, we may vary your charges to reflect any change in the amount of, or basis for calculation of, any charges imposed on us by the relevant *metering providers* for the provision, maintenance or reading of natural gas or electricity metering equipment at the supply address.
- 5.5.2 The amount of any such variation will be calculated by the following means:
- (a) if the *offer* separately identifies metering charges, by simply passing through the new charges imposed by the *metering provider*; and
 - (b) in any other case, by:
 - (i) apportioning the total estimated amount of the cost increase in relation to the relevant customer segment (which may be the whole of our customer base) across that customer segment;

- (ii) applying up to the resulting amount to the charges on the basis of cents per megajoule of natural gas or cents per kilowatt-hour of electricity consumed at the supply address, days connected to the *distribution system*, or a combination of the two.
- 5.5.3 To the extent permitted by *regulatory requirements*, we may also pass through to you any charges imposed by a *metering provider* for services that are not included in your charges, such as additional *meter readings* or *meter testing*.
- 5.6 *Loss factor changes***
- 5.6.1 If the *offer* provides for variation in the case of changes in loss factors, we may vary your electricity charges to reflect any change in the applicable loss factors provided by *NEMMCO* or estimated by us that affect any additional amounts payable in relation to electricity that is lost through the transmission and *distribution systems* on the way to the supply address.
- 5.6.2 The amount of any such variation will be calculated by:
 - (a) estimating the proportion of our costs of purchasing, selling and supplying electricity that are directly affected by the volume of electricity purchased by you; and
 - (b) adjusting the charges by that proportion multiplied by the new loss factor and divided by the old loss factor.
- 5.7 *Consumer Price Index increases***
- 5.7.1 If the *offer* provides for variations in the case of changes in the *Consumer Price Index*, on 1 July in each year we may adjust your charges to reflect any variation in the *Consumer Price Index* during the previous year.
- 5.7.2 Any such variation will be calculated by multiplying the existing charge by the *Consumer Price Index* for the latest available quarter and dividing it by the *Consumer Price Index* for the corresponding quarter in the previous year.
- 5.8 *Tax changes***
- 5.8.1 We may adjust the charges to reflect any introduction of or change in any taxes (including GST), imposts or charges payable by us in relation to the purchase, sale or supply of natural gas, electricity or other goods or services under this *contract*, including:
 - (a) any new or increased obligation imposed on *ActewAGL* relating to the promotion of renewable energy, the reduction of greenhouse gases or carbon emissions, or any other environmental obligations or incentives; and

- (b) the introduction of, or any amendment to or change in, any law or regulation (including without limitation the GST law) or any action or decision relating to such a law or regulation that changes our entitlement to claim input tax credits in respect of creditable acquisitions made by us in making supplies under this *contract*.

5.9 Changes in regulatory requirements

5.9.1 We may adjust the charges to the extent necessary to pass through any costs of complying with any change in *regulatory requirements* (including any new or increased obligations or charges imposed by a regulator or other authorised body under any *regulatory requirements*), to the extent permitted by *regulatory requirements*.

5.10 Timing of variations

5.10.1 A variation will not take effect until we have given you written notice (which may consist of a statement on your bill) setting out the particulars of the variation, including:

- (a) the date on which the variation is to take effect (being a date that is later than the date on which we give you the notice); and
- (b) a statement of the new rates or the amount of the variation.

5.10.2 Any notice of variation will form part of this *contract* from the date on which the variation is to take effect as notified in 5.10.1(a).

5.10.3 If the date on which the variation is to take effect occurs during a *billing period*, then for that *billing period* the charges will be calculated using the following methodology:

- (a) the natural gas and electricity for the whole *billing period* will be charged for at the rate applicable at the end of the *billing period*; and
- (b) for each variation that occurred during that period, an adjustment component (calculated for that part of the period occurring prior to the variation) will be deducted from the charge set out in paragraph (a), where the adjustment component is calculated in accordance with the following formula:

$$A = \frac{d(N-C)}{n}$$

where:

- A is the adjustment component.
- d is the number of days in the *billing period* before the variation took effect (and after any previous variation took effect).

- n is the number of days in the *billing period*.
- N is the amount of the charge for the whole of the *billing period*, calculated at the rate applicable at the end of the *billing period*.
- C is the amount of the charge for the whole of the *billing period*, calculated at the rate applicable immediately before the variation took effect.

5.11 Exercise of discretion

- 5.11.1 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.
- 5.11.2 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.

5.12 Charges under previous arrangements

- 5.12.1 If we supplied you immediately before the commencement of this *contract*:
 - (a) with electricity under a new occupant supply arrangement for a period of 14 days or less, or under an exempt last resort arrangement for a period of one month or less; or
 - (b) with natural gas other than under a customer supply *contract* for any period;you are liable under this *contract* to pay for that supply during that period, unless you pay another supplier for that supply or terminate this *contract* during the *cooling-off period*.

6. BILLING AND PAYMENTS

6.1 Format and timing of bills

- 6.1.1 We will issue a bill to the address or email address nominated by you or a person authorised to act on your behalf according to the *billing period* identified in the *offer*. If no *billing period* is specified in the *offer*, we will bill you every quarter.

- 6.1.2 Each bill will separately identify charges for natural gas and electricity (or we may issue separate bills for natural gas and electricity) and will set out any other information as required by *regulatory requirements*, including:
- (a) your name and bill number, the address of the supply address and any relevant mailing address;
 - (b) your Delivery Point Identifier and National Metering Identifier, prominently displayed;
 - (c) the dates on which the *billing period* began and ended;
 - (d) the total charges to be paid by you;
 - (e) the charges payable for services provided or arranged by us, separated into charges in respect of natural gas and electricity related charges and charges in respect of other services and goods;
 - (f) the date by which the bill must be paid;
 - (g) the amount of any arrears and the due date for payment of the arrears;
 - (h) the amount of any credit received;
 - (i) any amount deducted, credited or received under any government-funded rebate or relief scheme or any payment plan operated by us;
 - (j) the methods by which the bill may be paid;
 - (k) the name of, and details of the availability of, any government-funded rebate or relief scheme;
 - (l) contact details for our bill and payment enquiries service, and a 24-hour contact phone number for faults and difficulties;
 - (m) details of the availability of, and costs and refunds relating to, *meter* reliability tests;
 - (n) if you request it, particulars of the components of the charges that are electricity network charges, or the amount of any security held by us;
 - (o) the estimated or measured quantity of natural gas and electricity supplied in megajoules and kilowatt-hours;
 - (p) average daily consumption in megajoules and kilowatt-hours during the *billing period* and, if available, the corresponding period in the previous year; and
 - (q) the rates applying to each category of natural gas and electricity supplied, and the quantity of each category supplied or estimated.
- 6.1.3 If we provide goods or services in addition to the supply of natural gas and electricity, those items may be billed separately or as separate items on the bill. We will apply payments for those goods or services as you direct or, if you do not direct how to apply payment, we will apply payment

to charges related to the supply of natural gas and electricity first and then to the additional goods or services. If we issue a single bill for both natural gas and electricity, then we will apply payment to charges related to the supply of electricity first, then to charges related to the supply of natural gas and then to the additional goods or services.

6.2 Calculation of bills

- 6.2.1 Your bill will be based on the amount of natural gas and electricity identified by us or the *distributor* as having been delivered to your supply address.
- 6.2.2 The *meters* must be read at least once every six months.
- 6.2.3 Estimates will be based on your historical *meter* data or, if we do not have that data, the average daily consumption for the same class of customer supplied by us, calculated for the period covered by the bill.
- 6.2.4 In the event that we use an estimate or a calculation from a *meter reading* you have provided to identify the amount of natural gas or electricity as having been delivered to the supply address and we subsequently obtain a *meter reading*, we will make any appropriate adjustments to your next bill in accordance with the *meter reading*.

6.3 Review of bills

- 6.3.1 We will review your bill at your request, in accordance with our Complaints and Dispute Resolution Process outlined in clause 11.
- 6.3.2 If our review shows the bill to be correct, you must pay the amount of the bill in full or request a *meter* test under clause 6.4. If our review shows the bill to be incorrect, clause 6.6 will apply.

6.4 Meter testing

- 6.4.1 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.
- 6.4.2 If the *meter* is accurate, you will be responsible for paying all testing charges and the full amount of your bill.
- 6.4.3 If the *meter* is defective and favours you by more than the amount allowable in the *metering standards*, you will pay the difference between the metered consumption and the calculated actual consumption, and we will reimburse the testing charges.

6.4.4 If the *meter* is defective and favours us by more than the amount allowable in the *metering standards*, we will reimburse the difference between the metered consumption and the calculated actual consumption, and we will reimburse the testing charges.

6.5 *Bill adjustment*

6.5.1 If your bill covers a period other than your usual billing cycle, we will adjust any service to property charge and any energy service calculation on a pro-rata basis.

6.6 *If there is an error in a bill*

6.6.1 If there are errors in your bill or if we are informed of errors in the amount of natural gas or electricity delivered to your supply address, we will refund any amount overcharged or charge you the amount that you were undercharged on the next bill.

6.6.2 If you were undercharged (including the omission of any charges), we will:

- (a) only seek to recover amounts undercharged in the 12 months prior to our notifying you of the undercharging; and
- (b) list the amount as a separate item in a special bill or in the next bill in your billing cycle, together with an explanation of the amount.

6.6.3 You will not be charged interest on any undercharged amount and, if you request it, we will agree to a payment plan allowing you to pay the undercharged amount in agreed instalments over a period equal to the period in which the undercharging occurred.

6.6.4 If we have undercharged you as a result of fraud, or use of natural gas or electricity otherwise than in accordance with this *contract*, we may take action appropriate to the illegal use of natural gas or electricity.

6.6.5 If you were overcharged, we will:

- (a) inform you of the overcharging within 10 *business days* of our becoming aware of the error; and
- (b) seek your instructions as to how you wish us to refund the amount of the overcharge, or credit the amount on your next bill if you do not give us other instructions.

6.6.6 We will pay you interest for any overcharging to the extent required by law.

6.7 *Payments*

6.7.1 You are required to pay your bill by the date specified in the bill as the pay-by date. The pay-by date will be at least 15 *business days* from the date the bill is posted. If you do not

pay your bill in full or make other arrangements with us by the pay-by date, then unless the unpaid amount is the subject of an unresolved dispute we may charge a late payment fee (or any other amount specified in the *offer*).

- 6.7.2 During any *initial term*, the available payment methods will be as set out in the *offer*. Following any *initial term*, the available methods of payment for each bill will be as specified in that bill.
- 6.7.3 If you pay by cheque, direct debit or credit card and the payment is dishonoured or reversed by your bank, you must reimburse us the amount set out in the *offer* or, if no amount is set out, all fees your bank charges us plus our reasonable administration charges.

6.8 *If you have trouble paying*

- 6.8.1 You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance.
- 6.8.2 If you are a *residential customer* and you notify us that you are experiencing difficulty in paying your bill or if you require financial assistance, we will provide:
- (a) the option of negotiating an instalment plan (subject to eligibility requirements);
 - (b) the option of redirecting your bill to a third person;
 - (c) information about, and referral to, government assistance programs where available; and
 - (d) information about independent financial counselling services.

6.9 *Instalment plans*

- 6.9.1 We will offer you the option of paying on an instalment plan, unless you have had an instalment plan cancelled in the previous 12 months due to non-payment. In this case, you will need to provide reasonable assurance that you will comply before we will offer you a new plan.
- 6.9.2 In offering an instalment plan we may, in consultation with you, develop and agree an individual instalment plan, taking into account your circumstances, including your natural gas and electricity usage and capacity to pay the full amount.

6.10 *Direct debits*

- 6.10.1 If we offer you the option of payment directly from your bank account, we will do so on terms consistent with the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct in force and as amended from time to time. We will not alter the amount (which may include the full bill or an agreed instalment) and the frequency of the direct debits without your agreement.

6.11 Shortened billing cycles

- 6.11.1 We may offer a shortened billing cycle to customers as a financial accommodation. If we do so, then we may charge you for any fees charged to us if you fail to make the periodical payment you agreed to make.

6.12 Refundable advances and security

- 6.12.1 We may require you to provide a refundable advance, security deposit or bank guarantee before connection to supply or continuation of supply of natural gas and electricity where:
- (a) you are a new *ActewAGL* customer and have not provided a satisfactory credit reference; or
 - (b) you are an existing *ActewAGL* customer and do not have a satisfactory payment history.
- 6.12.2 The amount of any refundable advance, security deposit or bank guarantee will be a maximum of 1.5 times the average bill (or 2.5 times the average bill if your *billing period* is less than three months) for customers similar to you.
- 6.12.3 We will only use a refundable advance or security deposit or call on a bank guarantee paid or provided under this *contract* to recover amounts due in respect of charges related to the supply of natural gas and electricity or connection services to the supply address, and will only do so where:
- (a) you have had supply suspended for non-payment; or
 - (b) you have not paid your last bill following disconnection of supply or termination of this *contract*.
- 6.12.4 If the security deposit is a deposit with a financial institution, we will inform you of the interest, if any, we are required to pay to you.
- 6.12.5 We will return any remaining security deposit plus any interest within 10 *business days* of your completing one year's payment of bills by the pay-by date (or two years if you are a *business customer*) or on termination of this *contract*.
- 6.12.6 If you are a *business customer*, we may offer you the alternative of paying a security levy instead of providing a refundable advance or security deposit. The security levy will be a non-refundable payment added to your first bill after you agree to pay the security levy and then the corresponding bill in each subsequent year.

6.13 Debt collection procedures

- 6.13.1 If you do not pay any bill by the pay-by date and non-payment gives rise to a right to disconnect the supply address, we will:

- (a) comply with all procedures set out in this *contract* relating to disconnection for non-payment (including warnings, discussing options with you and offering payment plans);
 - (b) if these procedures do not resolve the issue, disconnect supply; and
 - (c) if payment is not provided within five *business days*, refer the debt to a mercantile agent or debt collection agency.
- 6.13.2 If the non-payment does not give rise to a right to disconnect the supply address we will follow the same procedure but without disconnecting the supply address, and may take legal action to recover the debt.
- 6.13.3 We may recover from you our reasonable costs associated with debt recovery under this clause. Without limiting clause 7.3.4, we may also disclose information relating to your credit to a credit reporting agency or to other credit providers.

6.14 Interest on overdue payments

- 6.14.1 To the extent permitted by *regulatory requirements*, we may charge you interest on any amounts owing that:
- (a) are not paid by the pay-by date; and
 - (b) we have not agreed to defer, including through an instalment plan.
- 6.14.2 Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at the lower of:
- (a) the rate specified in the *offer* or, if no rate is specified, the *bank bill rate*; and
 - (b) any maximum rate prescribed by *regulatory requirements*.

7. INFORMATION AND COMMUNICATION

7.1 Information we require from you

- 7.1.1 You must give us all information we reasonably request for the purposes of this *contract* and notify us if that information changes.

7.2 Disclosure of information

- 7.2.1 This *contract* is confidential and cannot be disclosed except:
- (a) to your or our employees, advisers, auditors or consultants who are similarly bound not to disclose it, or
 - (b) with approval of both parties, or
 - (c) if required by law or stock exchange, or
 - (d) to our shareholders, parent corporation or their shareholders, or

- (e) to your *distributor* or *metering provider* to help them with connection and supply, or
- (f) if strictly needed for legal proceedings, or
- (g) if this *contract* has already become generally available without breaching this *contract*, or
- (h) to any *retail supplier* in relation to your billing history.

7.2.2 If you are permitted to disclose information under (a) or (b) above you will use reasonable endeavours to ensure those who receive the information do not disclose it except to those others to whom you could disclose and we will do likewise.

7.3 Use of your information by us

You consent to us using information about you, your supply address, your 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, or
 - (ii) to help assess your credit worthiness or to assist recovery against you if you breach this *contract*, or
 - (iii) to help plan delivery of electricity through the transmission system and distribution supply to you, or
 - (iv) if required or permitted by law, or
 - (v) under coverage of a confidentiality agreement to help us serve you, conduct surveys, or make offers to you; or
 - (vi) 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.

7.4 Means of communication

7.4.1 Except where a particular method of communication is specified in this *contract* or required by law:

- (a) any communication between us under this *contract* may be in writing, by telephone or by electronic means such as email to an agreed address; and
- (b) any communication under this *contract* required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

8. YOUR OBLIGATIONS IN USING NATURAL GAS AND ELECTRICITY

8.1 *General obligations*

- 8.1.1 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.

8.2 *Unauthorised access*

- 8.2.1 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.

8.3 *Protection and maintenance of natural gas and electricity supply*

- 8.3.1 To enable us to provide you with a reliable safe supply of natural gas and electricity, you must:
- (a) keep the natural gas or electrical installation 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) not allow a person other than someone you believe to be an accredited natural gas or electrical installer to perform work on a natural gas or electrical installation;
- (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.

8.4 Access to supply address

8.4.1 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*.

8.5 If you are not the owner of the supply address

8.5.1 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.

9. OUR RESPONSIBILITIES IN SUPPLYING NATURAL GAS AND ELECTRICITY

9.1 Supply standards and interruptions

9.1.1 We will supply you with natural gas that complies with the natural gas quality and distribution standards laid down by any *regulatory requirements* and *industry codes*. Except where required by law, we have no responsibility for electricity quality and distribution standards and all responsibility rests with the *distributor*.

9.1.2 The *distributor* or we may interrupt supply for maintenance or repair, for installation of a new connection, in an *emergency*, for health and safety reasons, or due to any circumstances

beyond our reasonable control. In this case we will provide a 24-hour telephone number so you can obtain details of the interruption and its expected duration.

9.2 Notice of work

- 9.2.1 If we or the *distributor* wish to undertake inspections, repairs, testing or maintenance of the *distribution system* at your supply address we will give you prior notice except in the case of *emergency*, suspected illegal use, or routine *meter* replacements.
- 9.2.2 If the work relates to planned maintenance, we will give you at least four-days' notice. In any other case, we will give you at least 24-hours' notice.

10. GUARANTEED CUSTOMER SERVICE STANDARDS

10.1 Compliance

- 10.1.1 This *contract* and these guaranteed customer service standards comply with the Electricity Supply Act 1995 (NSW), the Gas Supply Act 1996 (NSW), their regulations and other applicable laws.

10.2 Telephone number for faults information

- 10.2.1 We will inform you about any relevant telephone service that operates seven days a week and 24 hours a day on a number to which you can be connected for the price of a local call, and that can receive notice of, and give information concerning, faults and difficulties in natural gas and electricity works.
- 10.2.2 We will provide a telephone service that operates during business hours on a number to which you can be connected to for the price of a local call, and that can receive notice of, and give information concerning, your bill and connection services arranged by us.

10.3 Punctuality in keeping appointments

- 10.3.1 If we or our representatives are more than 15 minutes late for an appointment with you, we will pay you no less than \$25.

10.4 No discontinuation of supply except after due notice

- 10.4.1 If we become authorised to disconnect or request that the *distributor* disconnect supply of natural gas or electricity to you on grounds arising under this *contract* or any *regulatory requirement*, then we will not take action to disconnect or request that the *distributor* disconnect supply unless:
 - (a) we have sent you at least two written notices at least one week apart of our intention to do so; and

- (b) we have made reasonable attempts to deal with you in person or by telephone, whether before or after sending any such notice, for the purpose of assisting you to do whatever is necessary to remove the grounds referred to in that notice.
- 10.4.2 In any notice, and in any dealings with you, we must:
- (a) specify the grounds authorising us to take the action proposed;
 - (b) indicate the date on or after which the supply to the supply address may be discontinued if those grounds are not removed (being a date no earlier than 14 days after the first such notice is sent);
 - (c) advise you of your rights under the *contract*, in particular any rights that you may have to have the complaint or dispute referred to the *Ombudsman* for resolution; and
 - (d) if the grounds authorising us to take the action proposed include your failure to make due payment of money owed to us with respect to the provision of your connection services or the supply of natural gas and electricity, advise you of any government funded rebate or relief schemes that are relevant to you, and any payment plan operated by us.
- 10.4.3 If all other attempts to deal with you have been unsuccessful, we will make at least one further attempt outside business hours.
- 10.4.4 We will document all action that we take to contact and deal with you.
- 10.4.5 We will not take action:
- (a) until after the date specified in the notices; or
 - (b) if before that date you make a request that the complaint be referred for resolution by the *Ombudsman* or by our dispute resolution process, until three *business days* after the date on which the complaint is so referred; and, in any case, we will not take any such action if, before the date last referred to in paragraph (b), the *Ombudsman* directs that such action not be taken.
- 10.4.6 Nothing in this clause requires us to operate a payment plan or affects any right or obligation to disconnect premises arising from the operation of any relevant *regulatory requirement*.

10.5 Notice to be given to you after disconnection

- 10.5.1 If your supply address is disconnected from a *distribution system* on our request, we will give you a notice to the effect that the premises have been disconnected, containing the following information:
- (a) the grounds on which the supply address was disconnected from the *distribution system*;
 - (b) a telephone number to contact for the purpose of enabling you to discuss the matter with a us;
 - (c) the arrangements that you will need to make for the reconnection of the supply address to the *distribution system*, including any costs payable by you in relation to reconnection; and
 - (d) the dispute resolution procedures that are available to you in relation to disputes.
- 10.5.2 We will promptly notify the *distributor* of any request for reconnection to the *distribution system* by you, if you become entitled to be reconnected.
- 10.5.3 This clause does not prevent us from discontinuing the supply of natural gas and electricity to your supply address in accordance with your request.

11. COMPLAINTS AND DISPUTE RESOLUTION

11.1 Resolving disputes

- 11.1.1 When we receive a complaint from you, we will deal with your complaint with our Complaints Handling Procedure, which complies with Australian Standard 4269.

11.2 Outline of review process

- 11.2.1 If you have a dispute with us we will try to resolve it with you. If we cannot resolve that dispute informally with you, then you may ask us to formally review the issue which has caused the dispute.
- 11.2.2 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.
- 11.2.3 If, having advised you of our decision, you are still unhappy, then you may be entitled to refer your complaint to the *Ombudsman* for the electricity industry. We will comply with any direction given or decision made by the *Ombudsman* in relation to your complaint or dispute.
- 11.2.4 You must continue to perform your obligations under this *contract* despite the dispute.

11.3 The Ombudsman scheme

- 11.3.1 Full details of the types of disputes that can be referred to the *Ombudsman* are available from the *Ombudsman*. In summary the types of disputes relate to:
- (a) the supply of services;
 - (b) billing, credit or payment services; and
 - (c) disconnection and security deposit claims.
- 11.3.2 The *Ombudsman* scheme only applies if:
- (a) you notify us of the complaint within one year of the event which gave rise to the complaint occurring;
 - (b) the complaint occurred after 1 January 2001, unless the *Ombudsman* makes an exception; and
 - (c) where the amount claimed is less than \$20,000 or; if both parties agree to refer the matter, less than \$50,000.

12. GENERAL

12.1 Our liability

- 12.1.1 Title and risk in all natural gas and electricity supplied to you will pass to you at the respective delivery point.
- 12.1.2 The Commonwealth Trade Practices Act 1974 and the NSW Fair Trading Act 1987 automatically incorporate conditions, warranties and rights for your benefit and protection into this *contract*, if you are what those laws call a “consumer”. If you are a consumer under these laws, this *contract* cannot diminish the benefits these laws give, except to the extent permitted by these laws.
- 12.1.3 To the extent permitted by these laws, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided under this *contract*, its quality, fitness or safety, other than those set out in this *contract*.
- 12.1.4 To the extent that these laws permit, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), in relation to the goods or services we sell to you under this *contract*.
- 12.1.5 Any liability we have to you under law that cannot be excluded but that can be limited is (at our option) limited to:
- (a) providing equivalent goods or services provided under this *contract* to your supply address; or
 - (b) paying you the cost of replacing the goods or services provided under this *contract* to your supply address, or acquiring equivalent goods or services.
- 12.1.6 You must indemnify us against any injury, loss or damage suffered by a third party in connection with your use of natural gas and electricity and claimed against us to

the extent that the injury, loss or damage is caused by or contributed to by your negligence or your breach of this *contract*.

12.2 GST

- 12.2.1 The charges specified in this *contract* and in the *offer* accompanying this *contract* are inclusive of GST, unless otherwise specified. If the applicable rate of GST changes after the date of this *contract*, we may adjust the amounts payable to reflect that change from the date the change is effective.
- 12.2.2 Apart from these charges, all other amounts payable or other consideration provided in respect of supplies made under this *contract* (payments) are exclusive of GST (if any) unless otherwise specified. If a GST is levied or imposed on any supply made (or deemed to be made) under this *contract*, the payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the payment net of GST is the same as it would have been prior to the imposition of GST.

12.3 Waiver and variation

- 12.3.1 Except as otherwise provided in this *contract*, a right created under this *contract* may not be waived except in writing signed by the party granting the waiver.
- 12.3.2 Other than as required or permitted by law or the terms of this *contract*, any variation of this *contract* must be made in writing between the parties.
- 12.3.3 We may vary this *contract* by written notice to you to the extent reasonably necessary to comply with any change in any *regulatory requirements* to the extent permitted by *regulatory requirements*.

12.4 Applicable law

- 12.4.1 This *contract* shall be governed by the laws of NSW. Both parties agree to submit to the jurisdiction of the courts of NSW.

13. GLOSSARY OF TERMS

13.1 Definitions

In this *contract* unless the context otherwise requires:

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).

bank bill rate

means for a day:

- (a) the rate, expressed as a yield per cent per annum (rounded up to two decimal places if necessary) that is quoted as the average bid rate on the Reuters monitoring system page “BBSY” (or any page that replaces that page) at about 10.30am on that day, for bank bills that have a tenor equal to 90 days; or
- (b) if no average rate is so quoted, the bid rate available to us at about 10.00am on that day for bank bills that have such a tenor.

billing period

means the length of the supply period covered by each bill, as set out in clause 6.1.1.

business customer

means a customer who is not a *residential customer* for the purposes of this *contract*.

business day

means a day other than a Saturday, a Sunday or a public holiday in New South Wales.

code

means the National Electricity Code and any other laws, rules, codes or instruments regulating the wholesale trading in electricity operated the National Electricity Code.

cooling-off period

means the period during which you can terminate this *contract* without penalty (see clause 2).

Consumer Price Index

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* and any *offer* that refers to and incorporates them.

contract start date

means the date this *contract* is signed by you.

distribution system

means a network of pipes or wires, *meters* and controls used to sell and supply natural gas or electricity, or 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.

emergency

means an *emergency* due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property.

initial term

means any *initial term* set out in the *offer*.

meter

means an instrument that measures the quantity of natural gas or electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of natural gas or electricity.

metering data agent

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

metering provider

as defined in the *code*.

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.

NEMMCO

means the company responsible for management of the national electricity market, currently National Electricity Market Management Company Limited (ABN 94 072 010 327).

offer

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

Ombudsman

means the Energy and Water Ombudsman NSW.

personal information

means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

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 requirements

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.

residential customer

means a customer who acquires natural gas or electricity under this *contract* for use in domestic premises.

retail supplier

means a person who holds a retail electricity supplier's licence under the Electricity Supply Act 1995 (NSW).

supply commencement date

means, subject to clause 2.1, the date specified in the *offer* as the *supply commencement date*.

13.2 Interpretation

In this *contract*, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this *contract*;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to "include" or "including" are non-exhaustive and do not imply any limitation;

- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this *contract*;
- (g) a reference to terms of an *offer* or agreement is to all terms, conditions and provisions of the *offer* or agreement;
- (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances by-laws or rule varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
- (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
- (l) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this *contract* have a corresponding meaning;
- (m) a period of time which:
 - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (n) an event which is required under this *contract* to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*; and
- (o) words defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used in clauses 5.8 and 12.2 of this *contract*.

www.actewagl.com.au

Customer enquiries

13 14 93 – electricity, water, sewerage
and other services

13 18 86 – natural gas
24 hours

Emergencies and faults

13 10 93 – electricity

13 11 93 – water, sewerage and stormwater

13 19 09 – natural gas
24 hours

Electricity customers outside the ACT should contact
their local distributor with any emergencies or faults.

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

