

NSW 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: 23 August 2009



ActewAGL
Always.

NSW Negotiated Electricity and Natural Gas Customer Supply Contract

Thank you for choosing ActewAGL Retail as your energy retailer.

This document is our Negotiated Customer Supply Contract for NSW residential and small business customers using less than 160 MWh of electricity per annum or less than 1TJ natural gas per annum or both ("Small Retail Customers").

This Contract complies with the applicable provisions of the *Electricity Supply Act 1995* (NSW), *Electricity Supply (General) Regulation 2001*(NSW), *Gas Supply Act 1996* (NSW) and the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* (NSW).

This document does not deal with the connection of your site to the electricity or natural gas Distribution Systems or the terms upon which your Distributor delivers electricity or natural gas to your site from its Distribution System. If your site is connected to an electricity or natural gas 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 electricity and/or natural gas to customers who choose to obtain supply from us. Together with any Schedule provided by us that refers to and incorporates it, this Contract forms a Negotiated Customer Supply 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 Schedule or a retailer associated with that Distributor.

1.2 **Definitions and interpretation**

- 1.2.1 The glossary set out in clause 12 of this Contract provides the meanings of words used in this Contract appearing with capital letters and the rules of interpretation applying to this Contract.

1.3 **Multiple supply addresses**

- 1.3.1 Where the Schedule specifies, or we otherwise agree, that 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.

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 or the date on which you receive a copy of this Contract from us, whichever is later, and expiring 10 Business Days later (though the Schedule may provide for a shorter Cooling-Off Period if permitted by Regulatory Requirements).

- 2.1.2 You may terminate this Contract without penalty by giving us oral or written notice at any time before the expiry of the Cooling-Off Period to ActewAGL Retail GPO Box 366, Canberra ACT 2601 or by calling 13 14 93.

- 2.1.3 If you terminate this Contract during the Cooling-off Period we will provide you with a record of your termination.

- 2.1.4 We are not entitled to the payment of any costs, compensation, or any other amount as a consequence of you terminating this Contract during the Cooling-off Period, except for:

- (a) charges payable in respect of electricity or natural gas supplied; or
- (b) other services provided under this Contract, prior to your termination.

- 2.1.5 If you cancel this Contract during the Cooling-Off Period, then unless this Contract involves a new connection service, this Contract will be of no effect and you will continue to be supplied with natural gas and electricity under any current arrangements with us or with other suppliers.

- 2.1.6 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. Nothing in this clause prevents you from arranging connection and distribution services directly with a Distributor.

- 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. We will forward you a summary of the Distributor's standard form or negotiated contract as soon as practicable after applying to the Distributor to arrange connection and distribution services on your behalf.

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 for connection and distribution services we arrange on your behalf.

Nothing in this clause prevents you from arranging connection and distribution services directly with a Distributor.

Charges imposed by either the electricity or natural gas Distributor will be set out in the Schedule.

2.3 Supply commencement date

- 2.3.1 Subject to this clause, the Supply Commencement Date will be as specified in the Schedule. There may be separate Supply Commencement Dates in relation to natural gas and electricity.
- 2.3.2 For electricity, supply will commence not less than 10 days after the commencement of your Contract, unless:
- (a) the supply to your premises involves the provision of a new connection service; or
 - (b) immediately before the commencement of this Contract you were supplied under a new occupant supply arrangement or an exempt last resort arrangement.
- 2.3.3 If no Supply Commencement Date is specified in the Schedule, 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.
- 2.3.4 We may charge you an establishment fee as set out in the Schedule if you do not currently acquire natural gas or electricity from us at the supply address.
- 2.3.5 If, prior to entering into this Contract, you were supplied with natural gas or electricity by us under a new occupant supply arrangement or an exempt last resort supply arrangement, then notwithstanding anything else in this clause the Schedule may specify a Supply Commencement Date occurring during the period of that supply provided that such period does not exceed:
- (a) 14 days, under a new occupant supply arrangement; or
 - (b) One month, under an exempt last resort arrangement.
- 2.3.6 If we supplied you with natural gas immediately before the commencement of this contract, and otherwise than under a customer supply contract, you will be liable to us under this contract for any unpaid amount with respect to that period of supply.
- 2.3.7 You will not be liable under clauses 2.3.4 or 2.3.5 for a period of supply where:
- (a) you were supplied by another supplier; or
 - (b) you terminate this contract during the Cooling-off Period.

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 Schedule. 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 Schedule 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 Where we supply you with both electricity and natural gas, termination of this Contract in respect of one 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 Subject to clause 3.4.4, 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 Schedule 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.

3.4.4 For electricity, where you have given us notice under clause 3.4.1, you may be liable for all charges for a period not exceeding 72 hours. This clause does not apply where you have entered into a new supply arrangement with us in accordance with clause 3.3.1.

3.5 Last resort arrangements

3.5.1 You will be transferred to another supplier if last resort supply arrangements are implemented with you.

3.5.2 This Contract will terminate on the completion of your transfer to another retailer under last resort supply arrangements in accordance with any Regulatory Requirements.

3.5.3 We are not entitled to any compensation or other payment in respect of any such transfer.

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 End of Period of Supply

4.1.1 Subject to clause 4.6, we may discontinue supply when the term of your Contract (as stated in the Schedule) ends.

4.2 Non-payment

4.2.1 We may disconnect the supply address or request that the Distributor disconnect the supply address if you do not:

- (a) pay any amount due under this Contract with respect to the supply of electricity and/or natural gas, or connection services arranged by us;
- (b) pay for any charges incurred at your current or any previous supply addresses; or
- (c) 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.

4.3 Denial of access

4.3.1 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.

4.4 Unauthorised or illegal access

4.4.1 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.

4.5 Refusal of security

4.5.1 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 ("Required Security"), we may discontinue supply or disconnect the supply address or request that the Distributor disconnect the supply address.

4.5.2 We may not discontinue supply if you fail to provide a Required Security and you have applied for assistance under our payment plan before the date in a notice sent you under Clause 6A(b) of Annexure A.

4.6 Restrictions on our power to disconnect

4.6.1 We will not disconnect the supply premises or request that the Distributor disconnect the supply premises except in accordance with Clause 6 of Annexure A.

4.6.2 We will not disconnect the supply premises, or request that the Distributor disconnect the supply premises while any application made by you for assistance under:

- (a) a government funded rebate or relief scheme that is available to customers; or
- (b) a payment plan operated by us,

is pending, or while any life support system that relies on electricity for its operation is in use at the supply premises.

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 Schedule

5.1.1 The initial charges are as set out in the Schedule. The Schedule 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 Schedule 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 Schedule 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 Schedule 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 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; or
- (d) any introduction of, change in or reasonable estimate of any taxes (including GST), costs, fees, imposts, duties, levies, charges or financial burdens payable by us directly or indirectly in relation to:
 - (i) the generation, production transmission, 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, that in any way arises from or is 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 generator, transmission authority, distributor, or retailer or gas producer, transporter (including pipeline operator) wholesaler, distributor or 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 a Regulatory Requirement or by or in relation to a third party contract.

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 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 Schedule 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 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 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 Schedule 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 We may vary your electricity charges to reflect any change in applicable loss factors provided by AEMO 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 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) 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 You will be notified of any variation to the charges payable under this Contract in accordance with Annexure A.

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 accordance with 5.10.1.

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 Schedule. If no Billing Period is specified in the Schedule, we will bill you every 3 months.

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 include the information set out in Clause 2, Annexure A.:

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 We may estimate your consumption of electricity or natural gas in the circumstances set out in Clause 7 of Annexure A.

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 10.

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 11 of Annexure A.

6.4 Bill adjustment

6.4.1 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.

6.5 If there is an error in a bill

6.5.1 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 in accordance with Clauses 9 and 10 of Annexure A.

6.5.2 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 Payments

6.6.1 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 Schedule).

6.6.2 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 Schedule.

6.7 If you have trouble paying

6.7.1 You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance.

- 6.7.2 If you are a Residential or a Small Retail 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 a payment plan (subject to eligibility requirements and clause 6.8);
 - (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.
- 6.8 Payment plans**
- 6.8.1 We will offer you the option of paying on a payment plan, unless you have had payment 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.
- 6.8.2 In offering a payment plan we may, in consultation with you, develop and agree an individual payment plan, taking into account your circumstances, including your natural gas and electricity usage and capacity to pay the full amount.
- 6.9 Direct debits**
- 6.9.1 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.
- 6.10 Shortened billing cycles**
- 6.10.1 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.
- 6.11 Refundable advances and security**
- 6.11.1 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.
- 6.11.2 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.
- 6.11.3 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.
- 6.11.4 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.
- 6.11.5 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.
- 6.11.6 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.
- 6.12 Debt collection procedures**
- 6.12.1 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.
- 6.12.2 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.
- 6.12.3 We may recover from you our reasonable costs associated with debt recovery under this clause. Without limiting clause 7.3, we may also disclose information relating to your credit to a credit reporting agency or to other credit providers.
- 6.13 Interest on overdue payments**
- 6.13.1 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.
- 6.13.2 Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at a rate not exceeding the maximum rate prescribed by Regulatory Requirements. Schedule
- 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**
- 7.3.1 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.
- 7.3.2 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.

7.3.3 For natural gas, information concerning you may be given to:

- (a) another supplier;
- (b) the Minister; or
- (c) the administrator of any retail market business scheme of which we, or a retailer of last resort is a member,

for the purpose of implementing last resort supply arrangements.

7.4 Notices and Means of communication under this Contract

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.

8.4.2 If we or your Distributor are unable to access your Meter, your electricity or natural gas consumption will be estimated in accordance with Clause 7 of Annexure A.

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.

As an electricity and natural gas supplier, we cannot control the quality, reliability or continuity of your electricity or natural gas supply.

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.

9.3 Efficient Energy Consumption

9.3.1 Upon request, we will provide you, free of charge, with information that can help you consume energy more efficiently.

9.4 Green Energy Product

9.4.1 In accordance with Regulatory Requirements, we may offer you a Green Energy Product.

9.4.2 Our supply of a Green Energy Product will be governed by the terms and conditions of this Contract.

9.4.3 The charges for a Green Energy Product will be in addition to the charges payable for electricity under this Contract.

9.4.4 Subject to any provision of a Schedule to the contrary, you may at any time, by notice in writing, elect to take a different Green Energy Product or cease to take a Green Energy Product.

No fees or charges are payable if you exercise your rights under this clause.

9.4.5 Any rights or benefits arising in relation to the our purchase of a Green Energy 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 Green Energy Product under this Contract.

10. COMPLAINTS AND DISPUTE RESOLUTION

10.1 Resolving disputes

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

10.2 Outline of review process

10.2.1 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.

- 10.2.2 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.
- 10.2.3 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.
- 10.2.4 You must continue to perform your obligations under this Contract despite the dispute.

10.3 The Ombudsman scheme

10.3.1 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.

10.3.2 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.

11. GENERAL

11.1 Our liability

11.1.1 Title and risk in all natural gas and electricity supplied to you will pass to you at the respective delivery point.

11.1.2 The *Trade Practices Act 1974* (Cth) and the *Fair Trading Act 1987* (NSW) 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.

11.1.3 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.

11.1.4 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.

11.1.5 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.

11.1.6 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.

11.2 GST

11.2.1 The charges specified in this Contract and in the Schedule 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.

11.2.2 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.

11.3 Waiver and variation

11.3.1 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.

11.3.2 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.

11.3.3 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.

11.4 Applicable law

11.4.1 This Contract shall be governed by the laws of NSW. Both parties agree to submit to the jurisdiction of the courts of NSW.

12. GLOSSARY OF TERMS

12.1 Definitions

In this Contract unless the context otherwise requires:

AEMO

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

Accredited Renewable Energy Source

has the meaning given by the *Electricity Supply (General) Regulation 2001* (NSW).

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).

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.

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 Schedule that refers to and incorporates this document.

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 which 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 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.

Green Energy Product

means an electricity product obtained from an Accredited Renewable Energy Source.

Initial Term

means any Initial Term set out in the Schedule.

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 AEMO appointed by you or us to undertake AEMO's obligations under the Code in relation to Meter registration and data.

Metering Provider

as defined in 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 Regulatory Requirements.

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 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.

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) or a person who holds a supplier's authorisation under the *Gas Supply Act 1996* (NSW).

Rules

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

Schedule

means a document provided by us setting out the details of our offer to supply electricity and/or natural gas to you and that refers to and incorporates this Contract and includes any letter, term sheet or other document containing those details.

Supply Commencement Date

means, subject to clause 2.1, the date specified in the Schedule as the Supply Commencement Date.

12.2 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 a Schedule or agreement is to all terms, conditions and provisions of the Schedule 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 appearing with capital letters, , 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 11.2 of this Contract.

Annexure A – Statement of Rights in relation to billing and charges.

This Statement of Rights applies to a Small Retail Customer who has entered into a negotiated natural gas or electricity customer supply contract with ActewAGL Retail. It is a summary of your rights provided by the *Electricity Supply (General) Regulation 2001* (NSW), and the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* (ACT) as applicable to the terms of this Contract.

1. VARIATION OF CHARGES

Before we vary any charges or impose an additional charge, we will send you a notice setting out particulars concerning the proposed variation (including the date on which that variation or additional charge is to take effect and a statement of the new charges or the amount of the additional charge).

You must pay us the charges based on the new charges or the additional charge from the date set out in our notice to you. A variation of charges will not operate retrospectively.

Where a variation is to take effect during a Billing Period, then the charges for that Billing Period will be calculated using the methodology set out in clause 12 of this Annexure.

2. CONTENTS OF BILLS

ActewAGL Retail must include the following information in each bill:

- (1) the customer's name and bill number, the address of the customer's sites and any relevant mailing address;
- (2) the customer's National Metering Identifier and checksum, prominently displayed;
- (3) the dates on which the billing period began and ended;
- (4) the total charges to be paid by the customer;
- (5) the charges payable for services provided or arranged by us, separating those charges into charges in respect of electricity related charges (that is, customer connection services and electricity supply services) and charges in respect of other services and goods;
- (6) the date by which the bill must be paid;
- (7) the amount of any arrears and the due date for payment of the arrears;
- (8) the amount of any credit received;
- (9) any amount deducted, credited or received under:
 - (a) any Government-funded rebate or relief scheme, or
 - (b) any payment plan operated by us;
- (10) the methods by which the bill may be paid;
- (11) the name of, and details of the availability of, any Government-funded rebate or relief scheme;
- (12) contact details for our bill and payment enquiries service and a 24-hour contact phone number for faults and difficulties for your Distributor;
- (13) information about the availability of interpreter services; and
- (14) if requested by you, details of the individual components making up the Network Charges and the amount of any security held by us.

3. PAYMENT OF BILLS

You will have at least 12 business days to pay a bill from the date it is sent out.

You can pay a bill by:

- (1) cash, cheque or credit card at one of our offices or through one of our agents;
- (2) post by means of cheque or credit card;
- (3) telephone by credit card;
- (4) direct debit or credit from a cheque, savings or credit card account; or
- (5) 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.

We will not charge you a fee relating to the methods of payment set out in paragraphs (1) to (4), unless you have agreed to us doing so.

If you request, we must accept payment in advance for the supply of electricity, natural gas or any other services or charges under your contract.

You may request a review of your bill or with respect to any matter related to your bill or the charges under your contract. If we determine that a bill or amount is correct you have the right to request that the meter be tested. The meter will be tested in accordance with Clause 11 of this Annexure.

If we supply you with other goods or services under this Contract, we will apply any payments received from you to electricity related charges first unless you direct otherwise.

4. ELECTRICITY and NATURAL GAS CONSUMPTION INFORMATION

The information in a bill issued by us will also include:

- (1) the estimated or measured quantity of electricity or natural gas supplied in kilowatt hours (kWh) or megajoules (MJ);
- (2) particulars of any retail tariff codes and rates of charges applicable to the supply of electricity or natural gas of each category supplied;
- (3) particulars of the quantity of electricity or natural gas of each category supplied during the billing cycle or estimated to have been supplied during the billing cycle;
- (4) particulars of the average daily consumption of all electricity or natural gas supplied during the billing cycle in respect of that bill (expressed in kWh or megajoules (MJ)); and
- (5) if a bill was also rendered by us for the corresponding billing cycle during the previous year, particulars of the average daily consumption during that previous billing period.

5. PROVISION OF HISTORICAL and CURRENT BILLING INFORMATION

We must, within a reasonable time of a request by you, give you copies of, or information about, previous bills issued by us to you.

We shall provide the copies free of charge, but may charge you for the reasonable costs of obtaining and supplying copies of a bill if:

- (1) the billing period occurred more than two years before the request; or
- (2) we had provided copies of such information to you within the previous 12 months.

Unless required by law, or for the purposes of customer registration, customer transfer or the wholesale settlement of payments in the national market, we will only provide information relating to your bill or consumption to another person with your written consent.

We must, within a reasonable time of a request by you, give you information about the current status of your bill or account; and information about meter readings and meter registrations connected with a bill.

We may charge you for our reasonable costs of collecting and releasing information that relates to meter registration on a half-hourly basis, but otherwise we must provide any such information free of charge.

6. DISCONTINUING SUPPLY

A. Minimum standards for discontinuing supply

We will ensure that the following minimum procedures will be observed if we become entitled under this contract to discontinue supply.

Unless you have requested us to do so, or unless we are required to do so by Law), we will not arrange for supply to be discontinued (including arranging for the disconnection of your Site) unless and until we have complied with the following requirements:

- (1) we will send you at least two written notices setting out why we intend to discontinue supply and the notices must be at least a week apart;
- (2) we will also try to contact you personally or by telephone to see if we can assist you to do anything to change or remedy the circumstances referred to in those notices.

In any dealings we have with you in relation to the proposed discontinuance of your supply, we must:

- (a) specify the grounds which we say authorise us to take that action;
- (b) indicate the date on or after which we may arrange for discontinuance or disconnection if those grounds are not

removed which must be at least 14 days after we give you our first written notice;

- (c) advise you of your rights under the Acts and Regulations in these circumstances, and in particular your right to have your complaint or dispute considered by us or referred to the Ombudsman;
- (d) if our grounds for discontinuance or disconnection relate to non-payment of a bill, advise you of any Government-funded rebate or relief schemes that are relevant to you.

If our attempts to contact you have been unsuccessful to this point in time, we must use our best endeavours to contact you outside of business hours.

We will not take action to discontinue your supply or disconnect your premises (including requesting the Distributor to disconnect the premises):

- (e) until after the date specified in the notices, and in any case not:
 - (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;
- (f) if, before the date specified in the notices, you make a request that the complaint be referred for resolution by the Ombudsman or by our dispute resolution process, until 3 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 this paragraph (b), the Ombudsman directs that such action not be taken;
- (g) if you have successfully applied for a payment plan operated by us (see Clause 6.8 above); or
- (h) if, before the date specified in the notices, you have applied for a government-funded rebate or relief scheme, or (in relation to electricity) where any life support system that relies on electricity for its operation is in use at the supply address.

We will document all action that we take to contact and deal with you in respect of this clause.

Nothing in this clause affects any right or obligation we have to discontinue supply or disconnect premises arising from the operation of any relevant Regulatory Requirement or from interrupting continuous supply as agreed in this Contract.

We may discontinue supply if you fail to make due payment of money in accordance with a payment plan operated by us, or if we assess you to be ineligible for our payment plan.

B. Notice after discontinuance of supply

As soon as reasonably practicable after your supply is discontinued or your Site is disconnected at our request we must give you a notice setting out:

- (1) why your supply was discontinued or your Site was disconnected;
- (2) a contact telephone number to enable you to discuss the matter with a person acting on our behalf;
- (3) what you must do and how much you must pay in order to have supply recommence or have your Site reconnected to the Distribution System; and
- (4) the dispute resolution procedures that are available to you.

You must pay us any costs that we incur in relation to recommencing supply or the disconnection or reconnection of your Site.

We will promptly notify the Distributor of any request for reconnection to the Distribution System by you, if you become entitled to be reconnected.

This clause does not prevent us from discontinuing the supply of natural gas and electricity to your supply address in accordance with your request.

C. Reconnection

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 in below if you have rectified the reason for disconnection within a reasonable time.

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.

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 above, and the reason is rectified before we disconnect the supply premises, then we may charge a call-out fee as specified below.

The disconnection/reconnection fee, after-hours reconnection fee and call-out fee referred to in this clause will be:

- (a) the fee specified in the Schedule; or
- (b) if no fee is specified in the Schedule, 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.

7. ESTIMATION OF ELECTRICITY or NATURAL GAS SUPPLIED

We can estimate the amount of electricity or natural gas sold to you by us at the site for any period up to six months before we were aware that:

- (1) there is no Meter reading or your Meter has failed to register properly.

A Meter will be regarded as not registering correctly if, and only if, its error in registration is greater than two per cent either in excess or deficiency.

- (2) we sold electricity or natural gas to you without passing it through a Meter;
- (3) access to your Meter was not possible;
- (4) we cannot access metering data for any reason.

Any estimate we make must be based on your previous bills and usage if that information is available. If that information is not available, we will base our estimate on the average daily consumption for our other customers in similar circumstances during the same period.

You must pay for any electricity or natural gas consumption estimated by us in the same manner as consumption recorded by a Meter. You are entitled to be paid any rebate determined as a result of estimation by us.

Where we are unable to obtain access to your meter for the purpose of determining the quantity of electricity or natural gas supplied, you can choose to:

- (a) pay an amount estimated by us and have that amount reconciled in the next bill; or
- (b) pay an amount based on a determination by us after we have obtained access to the metering equipment.

You will need to inform us, in writing, of your choice.

We may agree with you, that you can pay an amount based on information provided by you as to the amount registered by the Meter in respect of that period.

The above Clause does not apply to any charge not based on your electricity or natural gas consumption.

8. INCORRECT ESTIMATE

If we use an estimate, but later accurate information shows the estimate was wrong, then we will:

- (1) correct it; and
- (2) either credit you for any over payment by way of offset, or add any shortfall to your next bill.

If we add a shortfall to your next bill, we will list the amount separately on that bill and explain why the amount is being charged to you. We will not charge interest on that amount (except where you do not subsequently pay that bill).

Interest is not payable where we discover overcharging when reconciling charges made on the basis of estimation under this Clause with actual electricity consumption.

9. UNDERCHARGING OF THE CUSTOMER

If on review of the bill we determine that you have been charged less than you should have been under the contract, we will notify you of that determination, and may recover the undercharged amount from you.

However, we cannot recover any amount which you have been undercharged if that amount relates to a period more than 12 months before the date on which we first notify you of the undercharging.

Following written notice from us of the undercharging, you have the option to have the undercharged amount recovered over the same period as the period during which you had been undercharged. If you do not notify us of this choice within 10 Business Days of being notified of the undercharging, we will incorporate an appropriate adjustment amount (listed separately) in your next bill. We will not charge interest on the undercharged amount.

10. OVERCHARGING OF THE CUSTOMER

If on reviewing your bill we agree that you have been charged a greater amount than you should have been charged, then we will inform you of that within 10 Business Days of completing our review of your bill; and

- (1) reimburse you the amount overcharged, either in accordance with your instructions if the amount overcharged exceeds \$25 or, if you don't give us any instructions (within 10 business days of being informed by us), or if the amount overcharged does not exceed \$25, we will credit the amount to you in the next bill that we issue to you; and
- (2) pay interest on the amount overcharged at the rate prescribed by Regulatory Requirements.

11. REVIEW OF BILLS and TESTING OF METERS

If you have requested the Meter be tested, including following a review of your bill, we may request that you pay in advance the reasonable costs of testing the Meter. We are not required to test the Meter if you refuse to pay the amount in advance.

If we have arranged a Metering Provider to install a Meter, and testing reveals that a Meter is not measuring electricity or natural gas accurately, we shall replace or repair the Meter; and meet the cost of testing the Meter.

If you have arranged a Metering Provider to install a Meter, and testing reveals that a Meter is not measuring electricity or natural gas accurately, you shall replace or repair the Meter; and meet the cost of testing the Meter.

If a test finds the Meter is measuring electricity or natural gas within 2 per cent accuracy, you shall be liable to pay the costs of testing, less any amount paid in advance by you for this purpose. If a test finds the meter is not measuring electricity or natural gas within 2 per cent accuracy, we shall be liable to pay the costs of testing and refund any amount paid in advance by you for this purpose.

12. INCREASE IN CHARGES DURING A BILLING PERIOD

Where a variation to your rates of charges 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:

$$A = d(N-C)/n$$

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.

Annexure B – Guaranteed Customer Service Standards

1. THESE STANDARDS COMPLY WITH ELECTRICITY LAW

The standards set out in this section comply with the requirements imposed by Regulatory Requirements with respect to customer service.

2. HOW CAN YOU CONTACT US?

We have established a telephone service, where, for the price of a local call, you can use during business hours to obtain any information concerning your bills or any customer connection services that have been arranged by us.

We also inform you about any relevant telephone numbers, where for the price of a local call, you can contact your Distributor 24 – hours – day, seven-days-a-week, in relation to faults or difficulties relating to the Distribution System.

These numbers may be found on your bill.

3. WE MUST BE PUNCTUAL

Our representatives will not be more than 15 minutes late for a scheduled appointment with you or any rescheduled appointment agreed with you.

If our representative is late, we will pay you no less than \$25 as compensation for that delay either directly to you or by deducting it from your next bill.

4. GUARANTEED CUSTOMER SERVICE STANDARDS RELATING TO DISCONNECTION

We will provide you with notices referred to in Clause 6 of Annexure A before we arrange for disconnection.

5. MINIMUM SERVICE STANDARDS

As an electricity and natural gas supplier, we cannot control the quality, reliability or continuity of your electricity or natural gas supply.

Except where required by law, we have no responsibility for electricity or natural gas quality and distribution standards and all responsibility rests with the Distributor.

However, in supplying electricity or natural gas or arranging any services under this Contract, we will use all reasonable efforts to:

- (1) quickly resolve your enquiries;
- (2) commence any work required in response to your enquiry within two Business Days, including arranging the supply of any connection, distribution or metering services;
- (3) to the extent that we are responsible for any disruption to supply, commence any services or work required to remedy a disruption of supply under this Contract as soon as reasonably possible after we become aware of the disruption; and
- (4) provide you with at least two Business Days notice if we will be carrying out work (other than emergency work) that will disrupt supply under this Contract.

Depending on your circumstances, a Government-funded rebate scheme may be available in respect of the charges payable under this Contract. Details of eligibility entitlement; the amount of rebate available; and the charges to which the rebate applies may be obtained by phoning ActewAGL Retail on 13 14 93.

6. COMPENSATION

Compensation due to our failure to meet a guaranteed customer service standard in relation to your contract will be credited to your next bill.

www.actewagl.com.au

Customer enquiries

13 14 93 – electricity

13 18 86 – natural gas

Emergencies and faults

Customers in NSW should contact their local distributor with any emergencies or faults.

13 19 09 – natural gas

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 نحتاج 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

