

# Standard Form Contract Terms and Conditions



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## Terms and conditions for *Standard Form Contract*.

*This contract* is about the sale of gas to *you* as a *small use customer* at the *premises*. It is a standard retail contract that may start without *you* having to sign a document agreeing to these *terms and conditions*.

In addition to *this contract*, the *relevant regulations* and other consumer laws also contain rules about the sale of gas and *we* will comply with these rules in *our* dealings with *you*. For example, the *Energy Coordination Act*, *customer contracts regulations*, *gas tariff regulations* and the *gas customer code* set out specific rights and obligations about marketing, payment methods and arrangements for *customers* experiencing payment difficulties.

More information about *this contract* and other matters is on *our website*.

### 1. **The parties.**

*This contract* is between:

AGL who sells gas to *you* at the *premises* (in *this contract* referred to as "*we*", "*our*" or "*us*"); and  
*You*, the *customer* to whom *this contract* applies (in *this contract* referred to as "*you*" or "*your*").

### 2. **Definitions and interpretation.**

- (a) The meaning of words and phrases used in *this contract* that appear in *italics* is set out in clause 23. If a word or phrase is defined, any other grammatical form of that word or phrase has the same meaning.
- (b) In *this contract*, a reference to a statute, code or other law includes regulations and other instruments made under it and consolidations, amendments, re-enactments or replacements of any of them from time to time.
- (c) In *this contract*, a reference to a document or agreement, or a provision of a document or agreement (including *this contract* and policies and procedures referred to in *this contract*), means that document, agreement or provision as amended, supplemented, replaced, novated or assigned from time to time.

### 3. **Do these terms and conditions apply to you?**

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

*This contract* sets out the terms and conditions for a *standard form contract* as required for a *small use customer* under the *customer contracts regulations*.

#### 3.2 **Application of these terms and conditions.**

These terms and conditions apply to *you* if:

- (a) *you* are a *residential customer*; or
- (b) *you* are a *non-residential customer* who is a *small use customer*; and
- (c) *you* request *us* to sell gas to *you* at the *premises*; or
- (d) *you* take gas at a *premises* and *we* are deemed by law to be *your retailer*; and
- (e) *you* are not being sold gas for the *premises* under a *non-standard contract*.

### 4. **Term and connection requirements**

#### 4.1 **When does *this contract* start and end?**

- (a) *This contract* starts on the date *we* agree to supply gas to *you* or at any earlier time when *we* are deemed by law to be *your retailer*.
- (b) *This contract* ends on the date that is 1 year after the date it starts, or the earlier date that it is ended by *you* or *us* under this clause 4.
- (c) If *you* are still consuming gas at the end of the 1 year period referred to in clause 4.1(b), *this contract* will be automatically renewed for a further period of 1 year. *This contract* will then be automatically renewed for 1 year at the end of each year until it is ended by *you* or *us* under this clause 4.
- (d) Despite any other provision of *this contract*, *this contract* will not end until:
  - (i) if *this contract* ends because *you* have entered into a different contract with *us*, the *cooling-off period* (if any) for the new contract ends; or
  - (ii) if *this contract* ends because *you* have entered into a contract with a different *retailer*, *you* have been transferred to the other *retailer* in accordance with the *retail market rules*; or
  - (iii) if *this contract* ends because *we* have *disconnected your* supply, *you* no longer have any right to reconnection under *this contract*, a written law or a *relevant code*.

#### 4.2 **Requirements for new connections**

- (a) This clause 4.2 applies if *you* request *us* to arrange for connection of the *premises* to the *system* and a new connection is required.
- (b) At *your* request, *we* will use *our* best endeavours to arrange for the *distributor* to install a *meter* and connect the *premises* to the *system*.
  - (i) on the date agreed with *you*, or
  - (ii) if no date is agreed with *you*, within 20 *business days* from the date of *your* request.
- (c) *Our* obligation under clause 4.2(b) does not apply unless:
  - (i) there is adequate supply available at the required volume and pressure at the boundary of the *premises*; and
  - (ii) *your equipment* at the *premises* complies with the *relevant regulations* and *you* let *us* or the *distributor* have safe and unhindered access to *your equipment* if required; and
  - (iii) *you* comply with any other requirements under the *relevant regulations*; and
  - (iv) *you* provide *us* with all information required for new accounts, in accordance with clause 4.4.

- (d) *We* may require *you* to pay a connection *charge* to connect the *premises*.
- (e) *You* must start paying *charges* for the supply of gas to the *premises* from the day and time that gas is turned on at the *premises*.

#### 4.3 Requirements for existing connections

- (a) This clause 4.3 applies if *you* request *us* to arrange for connection of the *premises* to the *system* and the *premises* has previously been supplied by a *retailer* (i.e. there is an existing connection at the *premises*).
- (b) At *your* request, *we* will use best endeavours to arrange for the *distributor* to install a *meter* and connect the *premises* to the *system*.
  - (i) on the date agreed with *you*, or
  - (ii) if no date is agreed with *you*, but provided *we* receive *your* request by 3pm on the previous *business day*, within 1 *business day* from the date of *your* request.
- (c) *Our* obligation under clause 4.3(b) does not apply unless:
  - (i) there is adequate supply available at the required volume and pressure at the boundary of the *premises*; and
  - (ii) *your equipment* at the *premises* complies with the *relevant regulations*; and
  - (iii) the *meter* at the *premises* is available for use and *you* let *us* or the *distributor* have safe and unhindered access to that *meter*; and
  - (iv) *you* comply with any other requirements under the *relevant regulations*; and
  - (v) *you* provide *us* with all information required for new accounts, in accordance with clause 4.4.
- (d) *We* will arrange for *you* to be connected in accordance with the distribution standards.
- (e) *We* may require *you* to pay a connection *charge* to connect the *premises*.
- (f) *We* may require *you* to pay for all gas consumed at the *premises* since the final *meter* reading was taken.
- (g) If *we* did not take a final *meter* reading on the day the prior *customer* vacated the *premises*, *we* will estimate how much gas *you* consumed and how much the previous *customer* consumed and bill *you* on that basis.

#### 4.4 Requirements for new accounts

- (a) *You* must provide *us* with any of the following information in relation to a new or existing connection at *our* request:
  - (i) acceptable identification; and/or
  - (ii) *your* contact details; and/or
  - (iii) if applicable, the contact details of the property owner or rental agent; and/or
  - (iv) consent to obtain and use *your* credit history information; and/or
  - (v) details of *your* eligibility for any *concession*; and/or
  - (vi) any other information that *we* reasonably require from *you*.
- (b) *We* may also require from *you*:
  - (i) a *security deposit*, in accordance with clause 12; and/or
  - (ii) payment for any debt *you* owe *us* for gas supplied to another premises (other than a debt which is the subject of a dispute or an existing payment arrangement with *us*); and/or
  - (iii) payment of an account establishment fee.

#### 4.5 Cooling-off period

- (a) If *you* have entered into *this contract* as a result of *door to door marketing*, *this contract* has a *cooling-off period* starting on the date *you* enter into it and ending 10 *business days* after that date.
- (b) *You* can end *this contract* before the end of the *cooling-off period* by giving *us* notice in writing or by telephone clearly indicating *your* wish to do so.
- (c) *We* will not supply *you* gas under *this contract* during the *cooling-off period* unless *you* request *us* to do so during that period.
- (d) If *you* request *us* to supply *you* gas during the *cooling-off period* and *you* subsequently end *this contract* during that period, *you* must pay *us* the applicable *charges* under clauses 8 and 9 in respect of that period.

#### 4.6 When can *you* end *this contract*?

*You* can end *this contract*.

- (a) if *you* have entered into *this contract* as a result of *door to door marketing*, when clause 4.5 says *you* can end *this contract*, or
- (b) at any time, if *you* give *us* a notice stating that *you* wish to end *this contract* not less than 5 days before the day on which *you* want *this contract* to end.

#### 4.7 When can *we* end *this contract*?

- (a) *We* can end *this contract* by giving *you* notice, if:
  - (i) *you* become insolvent; or
  - (ii) *you* go into liquidation; or
  - (iii) *you* commit an act of bankruptcy; or
  - (iv) *you* commit a substantial breach of *this contract* (for example, *you* fail to comply with *your* obligations under clause 15); or
  - (v) *you* are no longer a *small-use customer*; or
  - (vi) *we* agree with *you* to end *this contract*.
- (b) *We* will specify the date *this contract* ends in *our* notice to *you*.
- (c) *We* will not end *this contract* if *you* commit a breach of *this contract* (other than a substantial breach of *this contract*) unless:

- (i) we have a right to *disconnect* supply under *this contract*, a written law or a *relevant code*; and
- (ii) we have *disconnected* supply at all the *premises* that are covered by *this contract*.

#### 4.8 What happens when *this contract* ends?

- (a) We will:
  - (i) arrange to *disconnect your* supply (if we have not already); and
  - (ii) arrange for a final *meter* reading, on the day on which *this contract* ends.
- (b) We will then issue you with a *final bill*.
- (c) We may, subject to the provisions of any written law or a *relevant code*, charge you a fee for the *disconnection* of your supply, your final *meter* reading and *final bill*.
- (d) We or the *distributor* may remove any *network equipment* at the *premises* at any time after the day on which *this contract* ends. You must give us and the *distributor* safe and unrestricted access to the *premises* for this purpose.
- (e) If *this contract* ends and you wish us to supply gas to you again, you must enter into a new contract with us.
- (f) Rights and obligations accrued before the end of *this contract* continue despite the end of *this contract*, including any obligations to pay amounts to us.

#### 4.9 Vacating the *premises*.

- (a) If you are vacating the *premises*, you must give us your forwarding address for your *final bill* as part of your notice under clause 4.6(b).
- (b) When we receive your notice, we must use our best endeavours to arrange a *meter* reading on the date you tell us you will vacate the *premises* (or as soon as possible after that date if you do not provide access to the *meter* on that date) and send a *final bill* to you at the forwarding address stated in your notice. We can charge you a fee for doing this.
- (c) If it is not possible to read the *meter* on the date you vacate the *premises* and a new *customer* is entering the *premises*, we will estimate how much gas you consumed and how much the new *customer* consumed, in accordance with clause 4.3(g) and clause 9.6 as relevant.
- (d) If you give us at least 5 days' prior notice of your intention to vacate the *premises*, you will continue to be responsible for *charges* for the *premises* until the date that you vacate the *premises* (but not after), unless we agree with you otherwise.
- (e) If you do not give us at least 5 days' prior notice of your intention to vacate the *premises*, you will continue to be responsible for *charges* for the *premises* up to the date that is 5 days after you give us notice of your intention to vacate the *premises*, unless we agree with you otherwise or the circumstances in clause 4.9(f) apply.
- (f) If you reasonably demonstrate to us that you have been forced to vacate the *premises* (for example, because you have been evicted) with less than 5 days' notice, we will not require you to pay *charges* for the *premises* beyond the date you give us notice.
- (g) If you vacate the *premises* and a new *customer* enters into a contract for that *premises*, then you are not required to pay for any gas supplied to that *premises* once the new *customer's* obligation to pay for gas takes effect. However, we may need to estimate the amount of gas you consumed and the amount of gas the new *customer* consumed, under clause 4.3(g) or clause 4.9(c).

### 5. Scope of *this contract*.

#### 5.1 What is covered by *this contract*?

- (a) Under *this contract* we agree to sell you gas at the *premises*. We also agree to comply with:
  - (i) our other obligations set out in *this contract*; and
  - (ii) the *relevant regulations*, including the standards of service set out in Part 5 of the *customer contracts regulations*; and
  - (iii) the *relevant codes*.
- (b) In return, you agree:
  - (i) to be responsible for *charges* for gas supplied to the *premises* until *this contract* ends, even if you vacate the *premises* earlier; and
  - (ii) to pay the amounts billed by us under *this contract*; and
  - (iii) to comply with your obligations under *this contract*, the *relevant regulations* and the *relevant codes*.

#### 5.2 What is not covered by *this contract*?

- (a) Except as provided in clause 16, *this contract* does not cover the physical connection of the *premises* to the *system*, including metering equipment, the maintenance of that connection and the supply of gas to the *premises*. This is generally the role of the *distributor*.
- (b) If you ask us for information relating to the distribution of gas, we will give you that information if we can practicably do so, or (if we cannot) we will refer you to the *distributor*.

### 6. Your general obligations.

#### 6.1 Full information.

You must give us any information we reasonably require for the purposes of *this contract*. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

#### 6.2 Updating information.

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of gas changes (for example, if you start running a business at the *premises*).

#### 6.3 Obligations if you are not an owner.

If you cannot meet an obligation relating to the *premises* under *this contract* because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

## 7. **Our liability.**

- (a) The quality, pressure and continuity of *your* gas supply is subject to a variety of factors that are beyond *our* control as *your* retailer, including accidents, *emergencies*, weather conditions, vandalism, *system* demand, the technical limitations of the *system* and the acts of other persons (such as the *distributor*), including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, *we* give no condition, warranty or undertaking, and *we* make no representation to *you*, about the condition or suitability of gas, its quality, fitness for purpose or safety, other than those set out in *this contract*.
- (c) Unless *we* have acted in bad faith or negligently, and to the extent permitted by law, *we* are not liable for any loss or damage *you* suffer as a result of the total or partial failure to supply gas to the *premises*, which includes any loss or damage *you* suffer as a result of the defective supply of gas.
- (d) To the extent permitted by law, and despite any other provision of *this contract*, or anything outside of *this contract* (including tort law), *we* will in no circumstances be liable to *you* for any indirect or consequential loss, any business interruption loss, any loss of profits, any loss of opportunity, or any liability to a third party.

## 8. Price for gas and other services.

### 8.1 What are *our* tariffs and other charges?

- (a) *You* must pay *us* the *standard tariff* that applies to *you* for gas *we* supply under *this contract*.
- (b) In addition to the *standard tariff*, *you* must pay *us* any other *charges* which apply to *you*. These include *charges* in connection with the following:
  - (i) account application (see clause 4);
  - (ii) gas connection (see clause 4);
  - (iii) reconnection (see clause 14)
  - (iv) *meter* reading (see clause 9.6)
  - (v) *meter* testing (see clause 11.3);
  - (vi) disconnection, final *meter* reading and *final bill* (see clauses 4.8 and 4.9);
  - (vii) *late payment fee* (see clause 10.5);
  - (viii) provision of certain information and data (see for example clauses 9.7 and 22.4); and
  - (ix) any other *charges* as are published on *our website* from time to time.

*We* will publish *our charges* on *our website* from time to time.

### 8.2 What are the *standard tariffs*?

- (a) There are 2 main types of *standard tariffs*: (1) a *residential tariff*, and (2) a *non-residential tariff*. There are also different *residential tariffs* and *non-residential tariffs* that apply depending on which *supply area* the *premises* is located in.
- (b) What *standard tariff* *you* pay depends on *your* circumstances and will be identified on *your* bill. Further information about how *we* determine what tariff *you* pay is contained in clause 8.4.
- (c) The *standard tariffs* will be no more than the applicable maximum tariff permitted by the *gas tariff regulations*.

### 8.3 What is included in the *standard tariff*?

- (a) Each *standard tariff* includes:
  - (i) a fixed component – the amount of this component stays the same regardless of the amount of gas consumed at the *premises*; and
  - (ii) a usage component – the amount of this component changes based on the amount of gas consumed at the *premises*.
- (b) The fixed component and the usage component are specified in the *standard tariffs* that are published on *our website*.
- (c) The *standard tariff* does not include the additional *charges* that *we* may charge *you* under *this contract*. Those *charges* are listed in clause 8.1(b) or as published on *our website* from time to time.

### 8.4 Which *standard tariff* do *you* pay?

- (a) *You* will either pay a *residential tariff* or a *non-residential tariff*, depending on *your* circumstances.
- (b) Unless *you* qualify to pay the *residential tariff*, *you* will pay the *non-residential tariff*.
- (c) The *gas tariff regulations* set out the eligibility criteria for paying the *residential tariff*. Under those regulations, to qualify to pay the *residential tariff*, the *premises* must be a *dwelling* (or another place to which the supply is separately metered) and the supply must be solely for residential use.

### 8.5 Changes to tariffs and other charges.

- (a) If *we* change *our standard tariffs* or any of *our charges*, *we* will publish the change and the date it takes effect in the Government Gazette if required by law, in a major newspaper circulating in the *supply area* or on *our website*.
- (b) If the change affects *you*, *we* will notify *you* of the change and the date it takes effect as soon as practicable after the change is gazetted (if required) or published in the newspaper or on *our website* and in any event no later than on *your* next bill in the *billing cycle*.

### 8.6 Change of tariff due to change of use.

- (a) If *you* are paying the *residential tariff*, *you* must not use gas for a non-residential purpose unless *you* give *us* reasonable notice of *your* intention to do so.
- (b) If a change in *your* use of gas means *you* are no longer eligible for the particular *standard tariff* *you* are on, *we* may transfer *you* to a new *standard tariff*.
  - (i) if *you* notify *us* there has been a change of use – from the date of notification; or
  - (ii) if *you* have not notified *us* of the change of use – retrospectively from the date the change of use occurred (up to a maximum of 12 months prior).

### 8.7 Change of tariff or type of tariff on request.

- (a) If *you* think *you* satisfy the criteria applying to another *standard tariff* or type of *standard tariff*, *you* can request *us* to review *your* current circumstances to see whether that *standard tariff* or type of *standard tariff* can apply to *you*.
- (b) If *you* meet the criteria for another *standard tariff* or type of *standard tariff* and request *us* to do so, *we* will transfer *you* to that other *standard tariff* or type of *standard tariff* within 10 *business days*. The effective date of the change will be the date of the last *meter* reading at the prior tariff or the date the type of *meter* is changed (if needed).

### 8.8 Change to tariffs or type of tariff during a *billing cycle*.

If the *standard tariff* that applies to *you* changes during a *billing cycle*, *we* will calculate *your* next bill on a proportionate basis.

### 8.9 *GST*.

- (a) Amounts specified in *our standard tariffs* from time to time and other amounts payable under *this contract* may be stated to be exclusive or inclusive of *GST*. Clause 8.9(b) applies unless an amount is stated to include *GST*.
- (b) Where an amount paid under *this contract* is payment for a "taxable supply" as defined for *GST* purposes, to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

## 9. Billing.

### 9.1 General.

*We* will send *you* a bill as soon as possible after the end of each *billing cycle*. *We* will send the bill:

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

### 9.2 What *your* bill will contain.

Unless *you* agree otherwise, the bills *we* send to *you* will include the information required by the *relevant codes*, including, for the relevant *billing cycle*, the following information:

- (a) *your* name and account number; and
- (b) the *meter* or property number; and
- (c) the *premises* and any relevant mailing address; and
- (d) the dates of the previous and current *meter* readings or (if applicable) estimated current or previous *meter* readings; and
- (e) the current *meter* reading and previous *meter* reading or (if applicable) estimated current or previous *meter* readings; and
- (f) *your* total actual consumption or (if applicable) estimated total consumption; and
- (g) the average daily consumption and average daily cost of consumption; and
- (h) the number of days in the *billing cycle*; and
- (i) the *standard tariff* that applies to *you*; and
- (j) if *you* are paying the *residential tariff*, details of any *concessions* that are available to *you* from *us* or the government, how *you* can find out about *your* eligibility for those *concessions* and the value and type of any *concessions* that *we* administer; and
- (k) the amount of any other *charges* or bill adjustments and (if applicable) details of the good or service provided; and
- (l) the amount of any overdue amounts or outstanding credit; and
- (m) any *late payment fee* for overdue amounts; and
- (n) the total amount due (taking into account any payment or payment plan *you* have agreed with *us*) or in credit; and
- (o) the *pay-by-date* for the bill; and
- (p) details of any *security deposit* *you* have provided to *us*; and
- (q) the ways *you* can pay *your* bill (including the availability of any payment plan) and what assistance is available if *you* are having trouble paying *your* bill; and
- (r) *our* telephone number for billing and payment enquiries and complaints or if *you* are experiencing payment difficulties; and
- (s) the availability of interpreter services; and
- (t) the *distributor's* 24 hour telephone number for faults and emergencies; and
- (u) the contact details of the *Ombudsman*; and
- (v) the availability of a *meter* accuracy test as described in clause 11.3.

*We* will separately itemise in *your* bill the *standard tariff*, *charges* and adjustments payable by *you* for the *billing cycle*.

### 9.3 Allocation of payment for additional goods and services.

- (a) If *we* provide *you* with goods or services in addition to selling gas, those items will either be billed separately or identified as separate items on the bill.
- (b) *We* will apply payments for those goods or services as *you* direct. If *you* do not direct how to apply a payment, *we* will apply that payment to the amounts payable for gas first and then to the additional goods or services, unless clause 9.3(c) applies.
- (c) If the additional goods and services include electricity, *we* will apply the payments to the amounts payable in connection with the supply of gas and the amounts payable in connection with the supply of electricity in equal proportion and then to the amounts payable for the additional goods and services.

### 9.4 Calculating the bill.

- (a) *Your* bills will be calculated based on the amount of gas consumed (or estimated to be consumed) at the *premises* during the *billing cycle* (using information obtained from reading the *meter* or otherwise in accordance with *this contract*).
- (b) To calculate the amount of gas consumed, *we* take the volume of gas consumed (measured in cubic metres) and then apply the applicable *heating value* to it, to convert the volume to an amount (measured in units of energy in gas). The *heating value* is determined by the *distributor* at various places on the *system* and may change from time to time.

- (c) *We* may calculate consumption through the measurement of gas from a master *meter* and use other measurement devices to calculate bills for individual usage of a product (if required).

#### 9.5 **Meter reading.**

- (a) *We* will use *our* best endeavours to ensure that a *meter* reading is carried out as frequently as is needed to prepare *your* bills, consistently with the *relevant regulations* and *relevant codes*, and in any event at least once every 12 months.
- (b) *We* may accept *your* reading of the *meter*, at *our* discretion. If *we* accept *your* reading, *we* will not make any adjustment to the bill for the *billing cycle* based on *your* reading if *we* subsequently read the *meter* and find an error in *your* favour.

#### 9.6 **Estimating your usage.**

- (a) *We* may estimate the amount of gas consumed at the *premises* if:
  - (i) the *meter* cannot be read or *your* metering data is not obtained because of *your* actions or reasons beyond *our* control (for example, if access to the *meter* is not given or the *meter* breaks down, is tampered with, is bypassed, or is faulty); or
  - (ii) *you* are vacating the *premises* and require a *final bill* immediately; or
  - (iii) *we* are otherwise permitted to do so under *this contract*, including in accordance with clause 9.5(b); or
  - (iv) *you* otherwise consent.
- (b) If *we* estimate *your* consumption, *we* will do so on the basis of:
  - (i) *your* prior billing history; or
  - (ii) if *you* do not have a prior billing history, the average consumption:
    - (1) at the *premises*, or
    - (2) at the *standard tariff* *you* are paying; or
    - (3) for *your* type of *meter*.
- (c) If *we* estimate the amount of gas consumed at the *premises* to calculate a bill, *we* must:
  - (i) clearly state on the bill that it is based on an estimation, that *you* can request the basis and reason for the estimation, and a verification of an estimation and a *meter* reading; and
  - (ii) when *your meter* is later read, except for *your final bill*, adjust *your* next bill for the difference between the estimate and the gas actually consumed.
- (d) If a later *meter* read shows that *you* have been undercharged, *we* will allow *you* to pay the undercharged amount in instalments, in accordance with clause 11.1.
- (e) If the *meter* has not been read due to *your* actions, and *you* request *us* to replace the estimated bill with a bill based on an actual reading of the *meter*, *we* will comply with *your* request provided *you* allow *us* access to the *meter*. *We* may charge *you* any reasonable cost *we* incur in doing so.

#### 9.7 **Your historical billing information.**

Upon request and if the relevant information is available, *we* must give *you* information about *your* billing history for the previous 2 years free of charge. However, *we* may charge *you* a reasonable *charge* if *you* require information going back more than 2 years or *we* have already given *you* this information in the previous 12 months, unless the data is required for the purposes of or in connection with a complaint *you* have made to the *Ombudsman*.

#### 9.8 **Bill smoothing.**

*We* may, if *you* agree, arrange for *you* to pay *your* bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of *your* gas consumption.

### 10. **Paying your bill.**

#### 10.1 **What you have to pay.**

*You* must pay to *us* the amount shown on each bill by the *pay-by-date*. The *pay-by-date* will be no earlier than 13 *business days* from the date on which *we* issue *your* bill.

#### 10.2 **How to pay your bill.**

*You* must pay *your* bill by any of the available methods described on *your* bill. These include:

- (a) paying in person;
- (b) paying by mail;
- (c) paying by direct debit;
- (d) paying electronically by credit card, BPAY, PayPal or Centrepay (if *you* are a *residential customer*); or
- (e) paying by credit or debit card over the telephone.

If *you* will be away from the *premises* for a long period (for example, on holiday or because of illness), and will not be able to pay *us* using one of the methods listed above, *you* may pay *your* bill in advance or ask *us* to redirect *your* bill to another address.

#### 10.3 **Issue of reminder notices.**

If *you* have not paid *your* bill by the *pay-by-date*, *we* will send *you* a *reminder notice* that payment is required.

#### 10.4 **Difficulties in paying.**

- (a) If *you* have difficulties paying *your* bill, or are experiencing financial hardship, *you* should contact *us* as soon as possible. *We* will provide *you* with information about payment options.
- (b) If *you* are a *residential customer* and have told *us* that *you* are experiencing financial hardship or payment difficulties, and *we* consider (in accordance with the *relevant codes*) that *you* are experiencing financial hardship or payment difficulties, *we* must offer *you* at least the following options:
  - (i) additional time to pay *your* bill; and
  - (ii) paying *your* bill under a payment plan. However, *we* are not obliged to do so if *you* have had 2 payment plans cancelled due to non-payment in the previous 12 months; and
  - (iii) the right to have the bill redirected to another person at no *charge*, and

- (iv) information about available *concessions*, and information and referral to, government assistance programs; and
  - (v) information about independent financial counselling services and relevant consumer representatives that are available to assist *you*.
- (c) If *you* are a *non-residential customer* that is experiencing payment difficulties, *we* will consider any reasonable request for alternative payment arrangements.
- (d) Additional protections may be available to *you* under *our customer hardship policy* and under the *relevant codes* if *you* are a *customer* experiencing payment difficulties or financial hardship. A copy of *our customer hardship policy* is available on *our website* or available on request.

#### 10.5 Late payment fees.

If *you* have not paid a bill by the *pay-by-date*, *we* may, in addition to any other rights and remedies *we* have under *this contract* and subject to complying with the *relevant regulations* and *relevant codes*, require *you* to pay a *late payment fee*.

#### 10.6 Debt collection procedures

- (a) *We* will not commence legal proceedings against *you* for amounts not paid by the *pay-by-date* (including referring the non-payment to a mercantile or debt collection agent) unless:
- (i) *we* have complied with *our* obligations under clause 10.4; and
  - (ii) if *you* have entered into a payment plan with *us*, *you* are not complying with the terms of that payment plan.
- (b) *We* may charge *you* *our* direct and indirect costs associated with collecting *your* debt (including legal fees, or fees or commissions *we* pay to a mercantile or debt collection agent), which *we* will advise *you* at the time.
- (c) *We* will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission under the Competition and Consumer Act 2010 (Cth).

### 11. Bill adjustments and reviews.

#### 11.1 Undercharging.

- (a) If *we* have undercharged *you*, *we* may recover the undercharged amount from *you*. If *we* intend to recover an undercharged amount from *you*:
- (i) *we* will notify *you* of the amount to be recovered no later than *your* next bill, along with an explanation of the undercharge;
  - (ii) *we* will not charge interest on the undercharged amount (unless *you* subsequently fail to pay that amount by the *pay-by-date*); and
  - (iii) *we* will offer *you* time to pay the undercharged amount in instalments over at least the same period of time during which *you* were undercharged.
- (b) The maximum amount that *we* can recover from *you* under clause 11.1(a) is the amount that has been undercharged in the 12 months immediately before *we* notify *you*, unless the undercharge is *your* fault, or results from *your* unlawful act or omission.

#### 11.2 Overcharging.

- (a) If *you* have been overcharged by less than \$100 as a result of an error, defect or default for which *we* or the *distributor* is responsible, and *you* have already paid the overcharged amount, *we* must notify *you* of that overcharging and credit that amount to *your* next bill in the *billing cycle*.
- (b) If *you* have been overcharged by \$100 or more as a result of an error, defect or default for which *we* or the *distributor* is responsible, and *you* have already paid the overcharged amount, *we* must use best endeavours to inform *you* within 10 *business days* of *our* becoming aware of the overcharge and ask for *your* instructions as to whether that amount should be credited to *your* account or repaid to *you*.
- (c) If *we* receive instructions from *you* in accordance with clause 11.2(b), *we* must comply with *your* instructions within 12 *business days*. If *we* do not receive instructions from *you* within 5 *business days* of *our* request, *we* must use best endeavours to credit the amount of the overcharge to *your* account.
- (d) If *you* have been overcharged as a result of *your* own fault or unlawful act or omission, *we* may limit the amount *we* credit or pay *you* to the amount *you* were overcharged in the last 12 months.
- (e) If *we* have overcharged *you* but *you* owe a debt to *us*, *we* may, except as provided in the *relevant codes*, offset the overcharged amount against the money *you* owe *us*.
- (f) *We* will not pay *you* interest on any overcharged amount.

#### 11.3 Reviewing *your* bill.

- (a) If *you* disagree with the amount *you* have been charged, *you* can ask *us* to review *your* bill in accordance with *our standard complaints and dispute resolution procedures*.
- (b) If *you* ask *us* to, *we* must arrange for a check of the *meter* reading or metering data or for a test of the *meter* in reviewing the bill. *You* will be liable for the reasonable cost of the check or test and *we* may request payment in advance. However, if the *meter* or metering data proves to be faulty or incorrect, *we* must reimburse *you* for the amount paid.
- (c) If *your* bill is being reviewed, *you* are still required to pay any other bills from *us* that are due for payment and the portion of the bill that *you* do not dispute.

### 12. Security deposits.

#### 12.1 When *we* can request a *security deposit*.

*We* may require that *you* provide *us* a *security deposit* if:

- (a) *you* do not have a satisfactory payment record at a previous premises; or
- (b) *you* request *us* to sell gas to *you* at new premises and *you* do not have an acceptable credit reference; or
- (c) *your* supply has been *disconnected* in accordance with clause 13 or a similar clause under a previous contract.



## 12.2 The amount of a *security deposit*.

The amount of *your security deposit* will be no more than 1.5 times *your* average bill if *you* are on quarterly billing or 2.5 times *your* average bill if *you* are on monthly billing. *We* will calculate *your* average bill using *your* billing history or by reference to the average consumption of similar *customers* or business types.

## 12.3 Treatment of and interest on *security deposits*.

If *you* have paid a *security deposit*, *we* must:

- (a) keep that *security deposit* in a separate trust account;
- (b) separately identify that *security deposit* in *our* accounting records; and
- (c) pay *you* interest on the *security deposit* (which accrues daily at the *bank bill rate* and is capitalised every 90 days unless paid).

## 12.4 Use of a *security deposit*.

- (a) *We* may use *your security deposit*, and any interest earned on the *security deposit*, to offset any amount that *you* owe under *this contract*:
  - (i) if *you* fail to pay a bill and as a result *we* arrange for the *disconnection* of the *premises* under clause 13; or
  - (ii) if *you* fail to pay a bill and *we* agree to use the *security deposit* to avoid possible *disconnection* of the *premises*; or
  - (iii) in relation to a *final bill*; or
  - (iv) if *you* have an outstanding debt and are transferring to a different *retailer*; or
  - (v) at *your* request, if *you* are vacating the *premises* or request *disconnection* of the *premises*.
- (b) If *we* use *your security deposit* or any accrued interest to offset amounts owed to *us*, *we* will advise *you* and pay *you* the balance (if any) within 10 *business days*.

## 12.5 Return of *security deposit*.

- (a) *We* must return *your security deposit* and any accrued interest in the following circumstances:
  - (i) if *you* pay *our* initial bills by the relevant *pay-by-dates* for a continuous period of at least 2 years; or
  - (ii) if *you* stop purchasing gas at the relevant *premises* under *this contract*.
- (b) If *you* do not give *us* any reasonable instructions, *we* will credit the amount of the *security deposit*, together with any accrued interest, to *your* next bill.

## 13. *Disconnection* of supply.

### 13.1 When can *we* arrange for *disconnection*?

Subject to *us* satisfying the requirements in any written law or *relevant codes*, *we* may arrange for the *disconnection* of the *premises* if:

- (a) *you* do not pay a bill for the *premises* (or a prior *premises*) by the *pay-by-date*, and the other requirements set out in clause 13.5 are satisfied;
- (b) *you* do not provide a *security deposit* *we* are entitled to require from *you* and *we* have given *you* at least 5 *business days* written notice of *our* intention to *disconnect* the *premises*; or
- (c) *you* do not give access to the *premises* to read a *meter* (where relevant) for the purposes of 3 consecutive bills, and the other requirements set out in clause 13.6 are satisfied; or
- (d) there has been unlawful or unauthorised use of gas at the *premises*; or
- (e) for reasons of health and safety, and the other requirements set out in clause 13.7 are satisfied; or
- (f) in an *emergency*; or
- (g) for reasons of planned maintenance on, or change to, the *system*, and *we* have used *our* best endeavours to notify *you* of such *disconnection* in accordance with *our* notice obligations under clause 16.2(c); or
- (h) *you* ask *us* to; or
- (i) *we* are otherwise entitled or required to do so under the *relevant regulations*, *relevant codes* or by law.

*We* may require *you* to pay *us* a *disconnection charge* for *disconnection* of the *premises* from the *system*.

### 13.2 Notice and warning of *disconnection*.

Before *disconnecting* the *premises*, *we* must comply with relevant warning notice requirements and other provisions in the *relevant regulations* and *relevant codes*. However, *we* are not required to provide a warning notice prior to *disconnection* in certain circumstances (for example, where there has been unlawful or unauthorised use of gas at the *premises* or where there is an *emergency*).

### 13.3 When *we* must not arrange *disconnection*.

*We* must not arrange *disconnection* of the *premises*.

- (a) after 3pm on a weekday other than a Friday; or
- (b) on a Friday, Saturday or Sunday, public holiday or day before a public holiday; or
- (c) while an application *you* have made for any available government *concession*, or payment plan *we* offer, has not been determined; or
- (d) while any complaint *you* have made to *us* or the *Ombudsman* (or other external dispute resolution body) that directly relates to the reason for *disconnection* remains unresolved; or
- (e) if *you* have given *us* a written statement from a *medical practitioner* to the effect that supply is necessary to protect the health of a person who lives at the *premises* and *you* have entered into arrangements acceptable to *us* in relation to payment for gas supplied, unless *disconnection* is required under the *Gas Standards Act*.

### 13.4 Exceptions to clause 13.3.

The restrictions on *our* right to *disconnect* set out in clause 13.3 (other than those set out in clause 13.3(e)) do not apply if the *disconnection* is:

- (a) requested by *you*, or
- (b) required by law; or
- (c) carried out for *emergency* reasons; or
- (d) the result of a planned interruption; or
- (e) to prevent unauthorised use of gas.

**13.5 When we must not arrange *disconnection* for failure to pay a bill.**

- (a) *We* must not arrange *disconnection* for *your* failure to pay a bill, unless:
  - (i) the unpaid amount relates to gas supply;
  - (ii) *we* have given *you*:
    - (A) a *reminder notice*, not less than 14 *business days* after the date *we* issued *your* bill, informing *you* that payment is overdue and requiring payment to be made on or before a further date, which will be not less than 20 *business days* after the date the bill was issued; and
    - (B) if *you* still have not paid *your* bill on or before the date specified in the *reminder notice*, a *disconnection* warning notice in writing at least 22 *business days* after the date *we* issued *your* bill, informing *you* that the *premises* will be *disconnected* unless payment is made on or before a specified date (which will be not less than 10 *business days* after the date of the *disconnection* warning notice); and
  - (iii) the unpaid amount is at least equal to the amount of *your* average bill over the past 12 months and *you* have not agreed with *us* to repay the unpaid amount; and
  - (iv) *we* have offered *you* alternative payment options, which *you* have not accepted within 5 business days, or accepted but *you* have refused or failed to take reasonable action to settle the debt in the required period; and
  - (v) where *we* are required to do so, *we* have given *you* information on any available government funded *concessions*.
- (b) *We* will:
  - (i) use *our* best endeavours to contact *you* and inform *you* of a proposed *disconnection*; and
  - (ii) not *disconnect you* until at least 1 *business day* after the date that *we* say *we* will *disconnect your* supply.

**13.6 When we must not arrange *disconnection* for failure to give access to a meter.**

*We* must not arrange *disconnection* for *your* failure to give access to a *meter*, unless:

- (a) each time *we* couldn't get access to the *meter*, *we* gave *you* at least 5 *business days'* written notice:
  - (i) advising of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
  - (ii) requesting access; and
  - (iii) informing *you* that *we* can arrange *disconnection* if *you* fail to provide access; and
- (b) *we* gave *you* an opportunity to offer reasonable alternative access arrangements; and
- (c) *we* gave *you* at least 5 *business days'* written notice of *our* intention to *disconnect* the *premises*; and
- (d) *we* have used *our* best endeavours to contact *you* and inform *you* of the proposed *disconnection*.

**13.7 When we must not arrange *disconnection* for health and safety reasons.**

*We* must not arrange *disconnection* for health and safety reasons, unless:

- (a) *we* have given *you* written notice of the reason;
- (b) where it is possible for *you* to do so, *we* have given *you* 5 *business days* to remove the reasons; and
- (c) *we* have given *you* a further notice of at least 5 *business days'* of *our* intention to *disconnect* the *premises*.

**13.8 Our obligations on *disconnection* following *emergency*.**

If *we* *disconnect* the *premises* because of an *emergency*, *we* will provide a 24 hour telephone number so *you* can find out details of the interruption and its expected duration. *We* will use *our* best endeavours to have *your* gas turned back on as soon as possible.

**14. Reconnection after *disconnection*.**

**14.1 When we must arrange reconnection.**

- (a) Subject to the provisions of any written law or *relevant code*, *we* must request the *distributor* to reconnect the *premises* if:
  - (i) within 10 *business days* of the *premises* being *disconnected* for failure to pay, *you* pay the overdue amount or make an arrangement for its payment; or
  - (ii) within 10 *business days* of the *premises* being *disconnected* for denial of access to a *meter*, *you* provide access to the *meter*; or
  - (iii) within 10 *business days* of the *premises* being *disconnected* for unlawful or unauthorised consumption of gas, *you* pay for the gas consumed; or
  - (iv) within 10 *business days* of the *premises* being *disconnected* for refusal to pay a *security deposit*, *you* pay *us* the *security deposit*.
- (b) Subject to the provisions of any written law or *relevant code*, if the *premises* were *disconnected* because of an *emergency* or for health, safety or maintenance reasons, *we* will use *our* best endeavours to arrange reconnection of the *premises* as soon as possible (and in any case within 20 *business days*) if the situation or problem giving rise to the need for *disconnection* has been rectified.
- (c) Except where clause 14.1(b) applies, *we* may require *you* to pay *us* a reconnection *charge* as a condition of reconnection of the *premises* to the *system*.

**14.2 When reconnection will occur.**

- (a) *We* will:
  - (i) use *our* best endeavours to arrange reconnection on the day *you* request it, if *you* make *your* request before 3pm on a *business day*; or

- (ii) arrange reconnection as soon as possible on the next business day, if *you* make *your* request after 3pm on a *business day* or on a day other than a *business day*.
- (b) If *you* ask *us* to arrange for same-day reconnection after 3pm on a *business day* but before the close of normal business (5pm), *we* will do so if *you* pay *us* an additional *charge*.

**14.3 When we can end *this contract* following *disconnection*.**

*We* may end *this contract* 10 *business days* following *disconnection* if the requirements in clause 14.1(a) or (b) (whichever applies) are not met.

**15. Wrongful and illegal use of gas.**

*You* must not, and must take reasonable steps to ensure others do not:

- (a) illegally use gas supplied to the *premises*; or
- (b) interfere or allow interference with any *network equipment* that is at the *premises* except as may be permitted by law; or
- (c) use the gas supplied to the *premises* or any *network equipment* in a manner that:
  - (i) unreasonably interferes with the connection or supply of gas to another *customer*; or
  - (ii) causes damage or interference to any third party; or
- (d) allow gas purchased from *us* to be used otherwise than in accordance with *this contract*, the *relevant regulations* and *relevant codes*; or
- (e) tamper with or bypass, or permit tampering with or bypassing, any *meters* or associated equipment; or
- (f) turn gas on at the *meter*, without *our* permission, if *we* or the *distributor* have turned the gas off.

**16. Equipment and access.**

**16.1 Maintenance of equipment.**

- (a) *We* or the *distributor* will provide, install and maintain *network equipment* in accordance with the *relevant regulations* and *relevant codes*. This includes the *meter*, and any necessary ancillary equipment at the *premises* (and in doing so, *we* will take into account *your* wishes).
- (b) The equipment that is located after (downstream of) the point that gas leaves the *meter* for the *premises* is *your equipment*. The equipment that is located before (upstream of) that point, as well as the *meter* itself, is the *network equipment* (it may be *ours* or the *distributors*).
- (c) *You* must keep *your equipment* in good condition, free from damage and interference and only permit an accredited installer to perform work on *your equipment*.

**16.2 Access to *premises*.**

- (a) *You* must allow safe and unrestricted access to the *meter* at the *premises*.
- (b) *You* must allow safe and unrestricted access to the gas installation (as defined in section 4 of the *Gas Standards Act*) at the *premises* for the purposes of any inspection authorised by law.
- (c) Except in the case of an *emergency*, suspected illegal use or routine *meter* replacements, or where *you* agree to a shorter time, if *we* intend to access the *premises* to undertake inspections, repairs, testing or maintenance of the *network equipment* or the *system* (including where *we* need to *disconnect* the *premises* for that purpose), *we* will give *you* prior notice of *our* intention, in accordance with the following time periods (as applicable):
  - (i) if access to the *premises* is required for planned maintenance at the *premises* or on the *system*, *we* or the *distributor* will give *you* no less than 4 days' notice; or
  - (ii) if access to the *premises* is required for any other reason, *we* or the *distributor* will give *you* no less than 24 hours' notice,
 or such longer period that *we* or the *distributor* are required to give *you* under the *relevant regulations* and *relevant codes*.
- (d) When *we* undertake maintenance, *we* will use *our* best endeavours to minimise any interruptions or *disconnection* because of it.
- (e) Any of *our* representatives seeking access to the *premises* will wear in a visible manner or carry official identification to show *you* that they are *our* representative.

**17. Notices and bills.**

- (a) Notices and bills under *this contract* must be sent in writing, unless *this contract* or the *relevant regulations* or *relevant codes* say otherwise.
- (b) *You* agree that *we* may communicate with *you* by electronic means (including email, short message service, or multi-media message service), using the details that *you* have provided to *us*.
- (c) A notice or bill sent under *this contract* is taken to have been received by *you* or by *us* (as relevant):
  - (i) on the date it is handed to the *party*, left at the *party's* premises (in *your* case) or one of *our* offices (in *our* case) or successfully faxed to the *party* (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 2 *business days* after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between *us*.
- (d) *Our* contact details for *you* to contact *us* or send *us* a notice are as set out in *your* bill, or as notified to *you* from time to time.

## 18. Confidentiality and privacy.

We will collect, use, disclose and keep your *personal information* confidential in accordance with our Privacy Policy and Credit Reporting Policy, which provide further details about the *Personal Information* we collect, what we do with it, where we send it, the credit reporting bodies we use and your opt-out, access, correction and complaint rights with us and credit reporting bodies. We will comply with all relevant privacy legislation in relation to *your personal information*. Our Privacy Policy is available at [agl.com.au/site-pages/privacy](http://agl.com.au/site-pages/privacy) and our Credit Reporting Policy is available at [agl.com.au/site-pages/credit-reporting-policy](http://agl.com.au/site-pages/credit-reporting-policy), or on request.

## 19. Complaints and dispute resolution.

### 19.1 Complaints.

If *you* have a complaint relating to the sale of gas by *us* to *you*, or *this contract* generally, *you* may lodge a complaint with *us* in accordance with *our standard complaints and dispute resolution procedures*.

Note: *Our standard complaints and dispute resolution procedures* are published on *our website*.

### 19.2 Our obligations in handling complaints.

If *you* make a complaint, *we* must manage *your* complaint in accordance with the *Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organizations* and respond to *your* complaint within the required timeframes set out in *our standard complaints and dispute resolution procedures*.

After attempting to resolve *your* complaint, *you* may request *your* complaint be raised to a higher level within AGL, and if *you* are not satisfied with the outcome, *you* may contact the *Ombudsman*.

## 20. Relief for circumstances outside of a *party's* control.

### 20.1 Effect of *force majeure* event.

If either *party* to *this contract* cannot meet an obligation under *this contract* because of a *force majeure* event:

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the *force majeure* event for as long as the *force majeure* event continues; and
- (b) the affected *party* must use its best endeavours to give the other *party* prompt notice of that fact including full details of the event, an estimate of its likely duration, the extent to which the affected *party's* obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### 20.2 Deemed prompt notice.

If the effects of a *force majeure* event are widespread, *we* will be deemed to have given *you* prompt notice if *we* make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 20.3 Obligation to overcome or minimise effect of *force majeure* event.

A *party* that claims a *force majeure* event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

### 20.4 Settlement of industrial disputes.

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

## 21. Applicable law.

The laws in force in Western Australia govern *this contract*.

## 22. General.

### 22.1 Obligations carried out on *our* behalf.

Some obligations placed on *us* under *this contract* may be carried out by another person (for example, the *distributor*). If an obligation is placed on *us* to do something under *this contract*, then:

- (a) *we* are taken to have complied with the obligation if another person does it on *our* behalf; and
- (b) if the obligation is not complied with, *we* are still liable to *you* for the failure to comply with *this contract* (subject to the limitations on liability set out in clause 7).

### 22.2 Amending *this contract*.

- (a) Except as provided in clause 8.5, *this contract* may only be changed with the approval of the *Economic Regulation Authority*. Once the amendments are approved, *this contract* is deemed to be amended to reflect those changes without requiring *your* consent or any other action from *you*.
- (b) *We* will notify *you* of any amendment to *this contract* that occurs under clause 22.2(a), and *you* may end *this contract* under clause 4 if *you* do not agree with the amendments.
- (c) *We* will publish any amendments to *this contract* on *our website*.

### 22.3 Transfer of *this contract*

- (a) *We* may assign or novate *our* rights and obligations under *this contract* to another *retailer* at any time:
  - (i) by notice to *you* and without *your* consent, if:
    - (A) that *retailer* is a related body corporate of AGL; or
    - (B) that assignment or novation forms part of the transfer of all or a substantial part of *our* retail business to that other *retailer*, or
  - (ii) if *you* agree to that assignment or novation.
- (b) Unless *we* otherwise agree, *you* cannot assign or novate *your* rights and obligations under *this contract* to any third party.

#### 22.4 Further information you may request from us.

- (a) We will provide you with the following information if you request us to:
- (i) a copy of our customer service charter;
  - (ii) information about the charges payable by you under this contract, and alternative tariffs that are available to you;
  - (iii) a copy of our customer hardship policy;
  - (iv) a copy of our standard complaints and dispute resolution procedures and details of the Ombudsman;
  - (v) a copy of the customer contracts regulations or any relevant codes;
  - (vi) information about energy efficiency;
  - (vii) billing data; and
  - (viii) contact details for obtaining information about government assistance programs or financial counselling services.
- (b) To the extent we are permitted to by law, we may require you to pay a reasonable charge to provide the information specified in clause 22.4(a).

#### 22.5 Severability

If any clause of this contract is found to be invalid or unenforceable, all other clauses will continue to be valid and enforceable.

#### 23. Glossary of terms.

In this contract, unless the context requires otherwise, the following terms have the meaning set out below.

**AGL** means AGL Sales Pty Limited ABN 88 090 538 337;

**bank bill rate** has the meaning given in the customer contracts regulations;

**billing cycle** means the regular recurrent period for which you receive a bill from us, which will be determined by us but (unless otherwise permitted by law) must be no less than once a month and at least once every 3 months unless you have agreed otherwise;

**business day** means a day other than a Saturday, a Sunday or a public holiday in Perth, Western Australia;

**charge** means any fee, price, tariff (including the standard tariff), cost or other amount that we may recover from you in connection with this contract;

**concession** means a concession, rebate, subsidy or grant related to the supply of gas and available to residential customers;

**cooling-off period** means the period starting on the date you enter into a contract as a result of door-to-door marketing and ending 10 business days after that date;

**customer** means a person who buys or wants to buy gas from a retailer;

**customer contracts regulations** means the Energy Coordination (Customer Contracts) Regulations 2004 (WA);

**customer hardship policy** means our policy for assisting residential customers who are experiencing financial hardship or payment difficulties, which is available on our website;

**customer service charter** means our customer service charter as in force from time to time;

**disconnection** means an action to prevent the flow of gas to the premises, but does not include a temporary interruption;

**distributor** means the person who operates the system to which the premises are connected and holds a distribution licence under the Energy Coordination Act (referred to as the gas distribution operator in the customer contracts regulations);

**door to door marketing** means the marketing practice under which:

- (a) the retailer or gas marketing agent goes from place to place seeking out persons who may be prepared to enter, as customers, into contracts; and
- (b) the retailer or the gas marketing agent or some other gas marketing agent then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts on behalf of, or for the benefit of, the retailer or party other than the customer;

**dwelling** means a house, flat, home unit or other place of residence;

**Economic Regulation Authority** means the body established by the Economic Regulation Authority Act 2003 (WA) which, among other things, administers the licensing of retailers under the Energy Coordination Act;

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

**Energy Coordination Act** means the Energy Coordination Act 1994 (WA);

**final bill** means a bill we issue when you vacate the premises or when you stop purchasing gas from us at the premises or when the premises are disconnected;

**force majeure event** means an event outside the control of a party;

**gas customer code** means the Compendium of Gas Customer Licence Obligations comprised in Schedule 2 to a gas trading licence issued under the Energy Coordination Act as in force from time to time;

**gas marketing agent means:**

- (a) a person who acts on behalf of a retailer;
  - (i) for the purpose of obtaining new customers for the licensee; or
  - (ii) in dealings with existing customers in relation to contracts for the supply of gas by the licensee; or
- (b) a representative, agent or employee of a person referred to in paragraph (a); and
- (c) not a person who is a customer representative.

**Gas Standards Act** means the Gas Standards Act 1972 (WA);

**gas tariff regulations** means the Energy Coordination (Gas Tariffs) Regulations 2000 (WA);

**GST** has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

**heating value** means the amount of energy in a given volume of gas;

**late payment fee** means the fee payable for overdue amounts as published on *our website* from time to time;

**medical practitioner** means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession;

**meter** means the instrument and associated equipment used to measure the amount of gas consumed at the *premises*;

**network equipment** means the *meter*, and any pipes, apparatus or other equipment used for or in connection with the supply of gas at the *premises*, excluding *your equipment*, that is owned by *us* or the *distributor*;

**non-residential customer** means a *small use customer* that is not a *residential customer*;

**non-residential tariff** means a *charge* for the supply of gas used other than for residential purposes;

**non-standard contract** has the meaning given in section 11WB of the *Energy Coordination Act*;

**Ombudsman** means the Energy and Water Ombudsman Western Australia appointed under an approved scheme under the *Energy Coordination Act*, details of which are available at <http://www.ombudsman.wa.gov.au/energyandwater/index.html> or by calling 1800 754 004;

**party** means *you* or *us*, as the context requires;

**pay-by-date** means the date for payment specified on the bill;

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

**premises** means the address of the place to which gas is, or will be, supplied under *this contract* (this is the 'supply address' as defined in the *customer contracts regulations*);

**relevant authority** means any person or body who has the power under law to direct *us* or the *distributor*, including the *Economic Regulation Authority* and State or Federal Police;

**relevant codes** means the codes, standards and similar documents that apply to *our* supply of gas to *you* under *this contract*, including, the Gas Marketing Code of Conduct 2015 (WA), the *Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organizations* and the *gas customer code*;

**relevant regulations** means any laws and regulations that apply to *our* supply of gas to *you* under *this contract*, including the *Energy Coordination Act*, *customer contracts regulations* and the *gas tariff regulations*;

**reminder notice** means a notice that *we* give *you* reminding *you* to pay a bill (see clauses 10.3 and 13.5);

**residential customer** means a *small use customer* who purchases gas solely for domestic use;

**residential tariff** means a *charge* for the supply of gas used for residential purposes;

**retail market rules** has the meaning given in section 11ZOA of the *Energy Coordination Act*;

**retailer** means a person that holds a gas trading licence under the *Energy Coordination Act*;

**security deposit** means an amount of money paid to *us* as security against non-payment of a bill in accordance with the *customer contracts regulations* (referred to as a 'refundable advance' in the *relevant regulations*);

**small use customer** means a person who buys or wants to buy gas from a *retailer*, whose consumption of gas is less than 1 terajoule a year and who is either a *residential customer* or *non-residential customer*;

**standard complaints and dispute resolution procedures** means *our* standard procedures for managing complaints and disputes, which are published on *our website* from time to time;

**standard form contract** has the meaning given in section 11WB of the *Energy Coordination Act*;

**standard tariff** means tariffs that *we* charge *you* for or in connection with the sale and supply of gas. These are published on *our website*;

**supply area** means the mid-west/south-west geographical area in Western Australia;

**system** means the gas distribution system used to supply the *premises* with gas;

**this contract** means the agreement between *you* and *us* which is comprised by the terms and conditions set out in this document;

**we, our** or **us** means *AGL*;

**website** means [www.agl.com.au](http://www.agl.com.au);

**you** or **your** means you, the *customer* to whom *this contract* applies; and

**your equipment** means the pipes and equipment that is located after (downstream of) the point that gas leaves the *meter* for the *premises* and excludes the *network equipment*.

## 24. How *you* can contact *us*

*You* can contact *us*:

At *our* registered office address:

Level 24, 200 George Street, Sydney, NSW 2000

By post:

AGL Energy Limited

Locked Bag 1837, St Leonards NSW 2065

By telephone on: 131 245

By email at: [customerservice@agl.com.au](mailto:customerservice@agl.com.au)

*We* may change *our* contact details from time to time. *We* will publish any changes.