

Origin Energy Retail Limited

ABN 22 078 868 425

Western Australia - Kalbarri Vision Reticulated LPG

Terms and Conditions

Thank you for choosing Origin Energy

At Origin Energy we are dedicated to giving you the best possible service. This document is your copy of our contract terms. Understanding your Contract with Origin Energy is important. If you have any questions after reading this document, please call 13 24 61 and our Customer Service Advisers will be happy to answer them.

What we mean

We and Us means Origin Energy Retail Ltd (ABN 22 078 868 425) and Our has a corresponding meaning. You means the Customer and Your has a corresponding meaning. Other terms are defined in the definitions section of this Contract.

BEGINNING THE CONTRACT

1. What does this Contract apply to?

These Contract Terms set out the terms on which we will supply you Gas. This Contract applies to the person or persons named in the Contract Schedule. You acknowledge that we will supply you Gas under this Contract as a retail supplier and that the actual delivery of Gas to you is via the Network which is also controlled by us in our capacity as Distributor (which means that we are also required to hold a distribution licence for the Network).

2. When does this Contract commence?

This Contract begins on the Acceptance Date given in the Contract Schedule, subject to the applicable Regulatory Requirements. It ends either on the date stated in the Contract Schedule (unless terminated earlier) or if the Contract Schedule does not state an end date, this Contract will continue until terminated in accordance with its terms. Our obligation under this Contract to sell you Gas and other goods and services will commence on the later of:

- the expiry of any cooling off period applying to this Contract; or
- the Commencement Date.

By accepting this Contract you will be taken to have given us notice that you wish to terminate any other Gas contract you may have with us including all associated rewards and/or benefits.

3. What needs to happen before this Contract commences?

New connections

If you want to be connected at your Supply Address by us and there is no existing Gas connection at your Supply Address we will only be obliged to connect your Supply Address if:

- adequate Gas supply is available (at the required volume and pressure at the boundary of the Supply Address);
- the Gas installation at the Supply Address complies with the Regulatory Requirements;
- you have applied for connection of your Supply Address (in person, by telephone or in writing) and have provided us with Acceptable Identification;
- you have ensured that the notices of installation or completion of gas installation work from a gas installer is provided to us;
- you have satisfied us that necessary, safe, convenient and unhindered access to the Supply Address, the Meter and the Gas Installation is available;
- if your request for connection relates to a rental property, you have provided us with contact details for the property owner or the owner's agents;
- if we require it, you have provided us with estimated Gas load information for your proposed use at the Supply Address;
- you have agreed to pay us all relevant fees and charges;
- you have provided us with your contact details for billing purposes;
- if we require it, you have agreed to provide Security; and
- you have no outstanding debt relating to the supply of Gas by us (other than a debt which is either the subject of a dispute or for which we have agreed to an alternative payment plan with you).

Where all of the above conditions are satisfied (where applicable), we will use our best endeavours to make supply available to the new supply address on the date agreed with you, or where we have not agreed a date with you, we will connect the new supply address within 20 Business Days from the date of application.

Existing connections

You must apply to us before we will supply Gas to a Supply Address with an existing Gas connection. We are not obliged to supply Gas to you at a Supply Address unless:

- adequate Gas supply is available (at the required volume and pressure at the boundary of the Supply Address);
- the Gas installation at the Supply Address complies with the Regulatory Requirements;
- the Meter at the Supply Address is available for use by us where necessary;
- you have applied for connection of the Supply Address (in person, by telephone or in writing) and have provided us with Acceptable Identification as required by us;
- you have agreed to pay us all the relevant fees and charges;
- you have provided us with contact details for billing purposes;
- if your request for connection relates to a rental property, you have provided us with contact details for the property owner or the owner's agents;
- if we require it, you have satisfied us that necessary, safe, convenient and unhindered access to the Supply Address, the Meter and the Gas Installation is available;
- if we require it, you have provided us with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances at the Supply Address;
- if we require it, you have agreed to provide Security; and
- you have no outstanding debt relating to the supply of Gas by us (other than a debt which is either the subject of a dispute or for which we have agreed to an alternative payment plan with you).

Unless otherwise agreed with you, we will use our best endeavours to connect your existing Supply Address within one business day.

Provisions relating to all connections (whether existing connections or new connections)

We will only connect the Supply Address in accordance with the Distribution Standards. We will provide, install and maintain supply, metering and ancillary equipment at your Supply Address in accordance with the Distribution Standards.

You must also pay any applicable connection charge or such other charge associated with your application which we may lawfully charge you under the Regulatory Requirements ("Account Establishment Fee").

You consent to us conducting a credit assessment of you and to using any information we have to establish your creditworthiness. Where relevant we will comply with the provisions of the Privacy Act 1988 (Cth) and the Regulatory Requirements. This means that if you have applied for consumer or commercial credit, then to establish your creditworthiness we may need to disclose personal information to a credit reporting agency to obtain a consumer credit report about you. This may also involve the credit reporting agency creating or maintaining a credit information file containing information about you.

The type of information we may disclose is limited to:

- your identity particulars;
- the fact you are entering into a contract with us;
- any payments overdue for more than 60 days and for which we have taken steps to recover;
- information that you have defaulted under this Contract or are no longer in default;
- information that in our opinion you have committed a serious credit infringement; and
- dishonoured payments - if cheques or payment by you for more than \$100 have been dishonoured more than twice.

This information may be given before, during or after the provision of credit to you. Where you are applying for consumer credit you also agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing your application. Where you are applying for commercial credit you agree we may obtain a consumer credit report containing information about you for the purpose of assessing your application.

If you are taking supply, or have agreed to take a supply of Gas from us, you agree we may+ obtain from or give to related companies a report about your creditworthiness for the purposes of the supply of Gas.

Payment of Refundable Advance

Depending on your creditworthiness we may require you to provide us with Security in the form of a Refundable Advance against your future Gas bills before we connect your Supply Address or continue to supply Gas to your Supply Address.

We may require the Security as either or both:

- a Payment Deduction Authority for us to deduct payment for bills from your nominated bank account; or
- a Refundable Advance.

If you are a Residential Customer we may require you to provide us with a Refundable Advance if:

- you have refused to provide us with Acceptable Identification;
- we consider that you do not have a satisfactory established Gas account payment record in the same name at another supply address;
- you have left a previous supply address without settling an outstanding Gas usage debt, the debt remains outstanding and you refuse to make an arrangement to pay it;
- you have been found within the previous 2 years to have a supply of Gas at your current or any previous Supply Address otherwise than in accordance with this Code, or in breach of any Regulatory Requirement; or
- you do not have a satisfactory Gas account payment history and you have refused, or failed to agree to, an Instalment Plan or other payment option offered by us in accordance with paragraphs 4.3.4 and 4.3.5 of the Code.

If you are a Business Customer we may require you to provide a Refundable Advance if:

- you are a new customer and you have refused to provide us with Acceptable Identification;

- you are a new business which does not have a satisfactory established Gas account payment record in the same name at another supply address;
- you are a new customer and the business does not have a satisfactory credit rating (as determined by us);
- you have left a previous supply address without settling an outstanding Gas usage debt, the debt remains outstanding and you refuse to make an arrangement to pay it; or
- the business does not have a satisfactory Gas account payment history (as determined by us).

The amount of the Refundable Advance will be no greater than 1.5 times the average bill if you are on a quarterly Billing Cycle and 2.5 times the average bill if you are on a monthly Billing Cycle (or a bi-monthly Billing Cycle as the case may be). The amount of your average bill will be calculated with reference to the consumption of Gas by similar customers or business types (as applicable). We will hold the Refundable Advance in a separate trust account and it will be separately identified in our accounting records. We will apply interest to the Refundable Advance at the Bank Bill Rate, such interest to accrue daily and be capitalised every 90 days unless paid.

We may use the Refundable Advance (along with any accrued interest on the Refundable Advance) to offset any amount you owe us if:

- you have failed to pay a bill resulting in disconnection of, or cessation of the supply of Gas to your Supply Address;
- you have defaulted on your final bill; or
- you are vacating your Supply Address, transferring to another retail supplier or you ask us to disconnect the Gas supply to the Supply Address.

Where we use the Refundable Advance in accordance with this clause, we will provide you with an account of its use and pay the balance (if any) of the Refundable Advance to you together with any remaining interest in respect of the Refundable Advance within 10 Business Days.

Where you have provided a Refundable Advance as security in accordance with this clause and you have completed 2 years of payment of our bills by the due date of each initial bill we will, within 10 Business Days of the end of that period, apply the Refundable Advance including any interest payable in respect of that Refundable Advance as a credit to your account unless otherwise instructed by you.

Where you provided us with a Refundable Advance and you have subsequently requested us to stop supplying Gas to the Supply Address, we will within 10 Business Days of you ceasing to take supply, apply the Refundable Advance (if any) and accrued interest (if any) on the Refundable Advance that is available for disbursement of the payment of any outstanding amount due to us.

4. What does this Contract cover?

This Contract covers the sale of Gas and other goods and services to you at your Supply Address. We will arrange for the delivery of Gas to your Supply Address. In return, you agree to pay us for the Gas and other goods and services supplied under this Contract (this includes the Gas consumed at your Supply Address), any services used to deliver the Gas to your Supply Address and any additional amounts set out in this Contract or which we are permitted to impose under the Regulatory Requirements.

You must give us at least 30 days written notice of any change in the level of consumption of Gas at the Supply Address (based on average monthly consumption rates) or if you become aware that the annual consumption rate has fallen or will fall below 10 GJ per annum.

Notwithstanding anything else in this Contract we will supply Gas to you in accordance with the standards of service set out in:

- Part 5 of the Regulations;
- the Customer Charter; and
- the Regulatory Requirements and relevant Guidelines.

Our obligations in respect of the supply of Gas to you are limited to the extent that:

- the Network; or
- the quality of supply to other customers,

is adversely affected by your actions or Your Equipment.

BILLING AND PAYMENT

5. What am I required to pay?

You are required to pay us the Charges and the price of other goods and services you choose to buy from us. You must also pay all costs, fees and charges we can lawfully recover from you under the Regulatory Requirements, as well as any taxes, levies, regulated charges, costs, fees and charges that we have to pay when we sell and supply Gas and other goods and services to you. If you breach this Contract or a provision of the Regulatory Requirements you will be required to pay any costs we incur as a result of that breach, as well as any fees we charge in relation to that breach.

You must pay us the Supply Charge for Gas we supply to you under the Contract which is either a residential charge or a non-residential charge. The Supply Charge also includes:

- a fixed component ("**Fixed Component**"); and
- a usage component which is related to the quantity of Gas consumed by you ("**Non-fixed Component**").

The Fixed Component and Non-fixed Component are specified in the Supply Charge Published by us. You must pay us the non-residential charge unless you qualify to pay us the residential charge. You will qualify to pay the residential charge in the following circumstances:

- the Supply Address must be a house, flat, home, unit or other place of residence; and
- the Gas supplied under this Contract is only used for residential purposes and is not used for any business or commercial purposes.

The Supply Charge conforms with the requirements of the Energy Co-ordination (Gas Tariffs) Regulations 2000 in relation to capped tariffs.

If your Supply Address relates to a residential property, and at any time:

- you notify us that you have ceased to use Gas as the primary fuel for your domestic hot water heating purposes at your Supply Address;
- you notify us that your consumption of Gas will be less than 10 GJ per annum; or
- we reasonably conclude that your consumption of Gas in any period of 12 consecutive months was less than 10 GJ;

then we reserve the right to increase your Supply Charge from that date by placing you on a different capped tariff applicable to the consumption level at your Supply Address until such time as you notify us of a change in your domestic Gas appliance mix or an increase in consumption.

You must also pay the following other fees and charges in addition to the Charges:

- the Account Establishment Fee;
- a meter testing fee if you have requested us to test the Meter in accordance with this Contract and the Meter is found to be measuring accurately ("**Meter Testing Charge**");
- a fee where you do not pay the full amount specified in a bill rendered to you by us by the due date set out on that bill ("**Overdue Notice Charge**");
- a final meter reading charge where you have vacated the Supply Address ("**Final Meter Reading Charge**");
- the Charge payable by you where we are required to disconnect the Gas supply to your Supply Address in accordance with 14 of this Contract (which may also include a fee where we are required to remove or physically disconnect the Meter) ("**Disconnection Charge**");
- the Charge payable by you where we are required to reconnect the Gas supply to your Supply Address in accordance with clause 16 of this Contract (which may also include a fee where we are required to replace or physically reconnect the Meter) ("**Reconnection Charge**"); and

- a fee for other non-standard connection costs ("**Non-standard Connection Charge**").

6. Can the price of Gas change under this Contract?

Unless stated otherwise in the Contract Schedule, we may vary the Charges by notice to you. We may vary the Charges at any time as follows:

- we will give notice of any fees and charges or any variation to the fees and Charges in the Government Gazette, newspaper, a notice to you or as agreed with the Economic Regulatory Authority. The relevant Charge or fee will change on the date that the notice is Published;
- provided we comply with the notice provisions set out in this clause 6, we may vary the fees and Charges payable by you under this Contract where there is a Change of Law;
- we will on request by you send you a copy of our fees and Charges free of charge; and
- without limiting this paragraph, we will give you notice where you are affected by a variation to the fees and/or Charges as soon as practicable after the variation is gazetted or Published, and in any event, no later than the next bill in your Billing Cycle.

If any of the information used in providing the Gas Offer to you is incorrect then we may vary the Charges to the level the Charges would have been had the information used been correct.

7. How will I be billed?

We will issue a bill to you at your Supply Address or at another address you nominate. The bill will be issued for the supply of Gas under this Contract to you for each Billing Period (including the Gas consumed at your Supply Address).

The Billing Period will be no longer than every three months (except if you have agreed to a longer Billing Period or you have a prepayment meter installed at your Supply Address).

The content of my bill

The bill issued to you will include, without limitation, the following:

- an itemisation of the following charges:
 - any service to property charge;
 - any Gas usage charge; and
 - any other charge in connection with the supply of Gas such as the Reconnection Charge or a Charge for services provided, either at your request or due to the failure by you to perform an obligation under the Code;
- any other fees or charges for services provided during the Billing Period and details of the service or services provided;
- the dates of the Meter readings at the start and end of the Billing Period or estimates;
- the Meter reading at the start and end of the Billing Period or estimates;
- the volume of Gas you used or we estimate that you used during the Billing Period;
- the number of Units of Gas you used or estimate to be used during the Billing Period;
- the Charges which apply to the supply of Gas to you;
- the Meter or property number;
- the amount due to us by you and the due date for payment;
- a summary of the payment methods set out in the Code;
- the instalment payment options which are as follows:
 - instalment plan for payment in advance - whereby you may make payments in advance towards your next bill in your Billing Cycle;
 - instalment plan for payment in arrears whereby you may pay in arrears (including in respect of any disconnection or reconnection charges) and continuing Gas usage, (each an "**Instalment Plan**"), we may offer you the option of payment by instalment in accordance with one of the Instalment Plans if you are in arrears or as an alternative to you paying a Refundable Advance. We will not offer you an Instalment Plan if you have in the previous 12 months had an Instalment Plan cancelled due to non-payment in this situation. We will only offer you another Instalment Plan if you provide us with reasonable assurance that you will comply with the Instalment Plan. If we offer you an

Instalment Plan we will, where relevant to the type of Instalment Plan, determine the details of your Instalment Plan in consultation with you and in accordance with the Code:

- our telephone number for billing and payment enquiries;
- a 24 hour contact telephone number for faults and emergencies;
- your Supply Address and any relevant mailing address;
- your name and account number;
- the amount of arrears or credit;
- where we provide you with any other goods or services to those referred to in bullet point 1 of the section of this Contract entitled "the content of the bill" ("**Additional Goods and Services**"), and we choose not to bill you for those Additional Goods and Services separately, unless you and we have agreed to different terms and conditions we will:
 - include the charges for such goods and services as separate items on the bill together with a description of those Additional Goods and Services;
 - apply payments received from you as directed by you; and
 - where you do not direct how the payment is to be allocated, we will apply the payment to the items referred to in bullet point 1 of the section of this Contract entitled "the content of the bill" before applying any portion of it to the Additional Goods and Services;
- where you are a Residential Customer, a reference to any concessions available to you during the relevant period from us and any Government concessions that may be available to you;
- the availability upon payment of a Charge, of an Economic Regulation Authority approved meter accuracy test and the refund of the testing charge if the Meter is found to favour us by more allowable in the relevant metering standards;
- the availability of interpreter services;
- the telephone number you can contact us if you are experiencing financial difficulties; and
- particulars of the amount of any Refundable Advance paid by you to us.

The basis of my bill

Except where your Supply Address is subject to an unmetered tariff or a prepayment meter is installed at your Supply Address and subject to the ability to use a reading conducted by you of your Meter ("Customer Reading") and the inability to read your Meter under the Code, we will:

- base your bill on a reading of the Meter at your Supply Address; and
- read the Meter at your Supply Address as we are required to do so in accordance with paragraph 9.2.4 of the Code and, in any event, at least once in any 12 months.

We may calculate your Gas consumption by the measurement of volume (cubic metres) and applying the heating valve to represent the bill in energy units (e.g mega joules, kilowatt hours). We may calculate consumption through the measurement of Gas from a master meter and utilise other measurement devices to calculate bills for individual usage of a product.

To comply with our obligation under the Code to read your Meter at your Supply Address at least once in every 12 months, we may, at our discretion, accept a Customer Reading of the Meter as if such reading were our own reading. We will not make any adjustment to your bill for the Billing Period based upon a Customer Reading where we subsequently read the Meter and find an error in your favour.

The reading on your Meter is conclusive evidence of the volume of Gas you have used, unless there is a metering inaccuracy. If we find that the Meter is inaccurately measuring the volume of Gas you use, we may arrange for the Meter to be replaced (we will not charge you a fee for replacement of the Meter in this situation).

Where we are unable to base a bill on a reading of the Meter at your Supply Address due to one of the following:

- access by us to the Meter is denied by an action of you, a third party, weather conditions, an industrial dispute or any other reason beyond our control;
- you are vacating the Supply Address and you require a final account immediately;

- access to the Meter is denied for safety reasons;
- the Meter or ancillary equipment has recorded usage incorrectly; or
- the Meter has been tampered with or bypassed, we will provide you with an estimated bill based on:
 - a Customer Reading of the Meter;
 - your prior billing history; or
 - where you do not have a prior billing history, the average usage of Gas at the relevant prices or the average Gas usage for the type of Gas Installation or the average Gas usage at the Supply Address.

Where, due to any of the circumstances set out immediately above, we have provided you with an estimated bill, and we are subsequently able to read your Meter, we will adjust the estimated bill in accordance with the reading of your Meter unless the estimated bill was used to finalise your account.

Where you have denied us access to your Supply Address for the purposes of reading your Meter and you subsequently request us to replace an estimated bill with a bill based on a reading of your Meter, provided you allow access to the Meter, we will comply with your request and may require you to pay a reasonable charge for doing so.

Review of a bill

We will review a bill at your request, provided that you agree to pay any future bills and:

- the portion of the bill under review that you and we agree is not in dispute;
- an amount equal to the average amount of your bills for the previous 12 months; or
- an amount equal to the amount of your bills in the corresponding period in the previous year.

If the bill is found to be incorrect, we will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If the bill is found to be correct, you may request to have your Meter tested to establish whether it is measuring accurately. If the Meter is found to comply with the metering standards set in the Regulatory Requirements, you must pay us all costs associated with the test and pay the amount of the bill.

When payment is due

You must pay each bill in full by the Due Date specified on the bill. If for whatever reason you cannot pay by the Due Date, you must advise us as soon as possible. Unless we make a different agreement with you, the Due Date is 14 Business Days from the date of dispatch of the bill. If you fail to pay the bill by the Due Date we may, in accordance with the Regulatory Requirements:

- charge you an Overdue Notice Charge;
- apply any Security we hold in relation to this Contract towards payment of the bill;
- disconnect your Gas supply under this Contract; and
- refer your bill for collection by a debt collection agency.

Notwithstanding the above, if you do not pay your bill on time, we may charge you a fee covering our reasonable costs of recovering that amount from you (including, without limitation the costs of the debt collection agency). We may also charge you interest on the amount of the bill that you have not paid by the Due Date at the Interest Rate. If you pay your bill by cheque and the cheque is dishonoured or reversed, and as a result, we are required to pay bank fees, you must reimburse us for those fees.

If you experience difficulties in paying a bill or you require payment assistance, you must let us know as soon as possible. You can write to us, call our Customer Service Centre or email us (our contact details appear at the end of this Contract).

If you have notified us that you are having trouble paying your bill, we will offer you:

- the option of paying your bill in accordance with an Instalment Plan;
- the option of having us redirect your bill to a third person for payment by that third person;
- information about Government assistance programs; and

- information about financial counselling services.

If you have accepted an Instalment Plan in respect of an amount you owe to us, and you comply with the terms of that Instalment Plan, we will not commence legal proceedings for debt recovery in respect of that amount.

8. What happens if I have been overcharged or undercharged?

We may recover from you any amount you have been undercharged. Where you have been undercharged as a result of our error, including a Metering error, we will only recover the amount undercharged in the last 12 months prior to the meter reading date on the last bill sent to you (the "Undercharged Amount") and will not charge you interest on the Undercharged Amount. We will show the Undercharged Amount as a separate item on your bill, together with an explanation of the amount that was undercharged

We will offer you the opportunity to pay the Undercharged Amount in instalments over the same length of time during which you were undercharged (up to a maximum period of 12 months). Where we have undercharged you as a result of fraud by you or use of gas otherwise as in accordance with the Code, we may take action against you in accordance with paragraph 3.1.5 of the Code. This may include:

- disconnecting supply to your Supply Address in certain circumstances;
- estimating the Gas usage at the Supply Address for which you have not paid us; and
- taking debt recovery action against you for the unpaid amount as well as any disconnection costs and our reasonable legal costs.

If you have been overcharged we will:

- notify you of this overcharging within 10 Business Days after we become aware of the overcharging;
- provide you with a refund for the overcharged amount ("Correcting Refund");
- refund any charge to you for testing the Meter where the Meter is found to be defective; and
- we will not pay you interest on the Correcting Refund.

In the event that the overcharged amount relates to a Meter error, if you are paying a residential price, the Correcting Refund will only relate to errors for (at a maximum) the 12 months prior to your most recent bill. Where we are required to pay you a Correcting Refund under the Contract, you can choose whether we make the Correcting Refund as:

- a credit to your account;
- a payment directly to you; or
- a payment to a third party (if you have given us written instructions to this effect).

9. What are my payment options?

Unless we make a different agreement with you, you can pay your bill by any of the options listed on your bill which will include paying a bill in person at an Australia Post outlet and by mail. If you choose to pay your bill by credit card we may pass through any fee we incur and charge you an additional amount based on our reasonable estimate of any additional costs that we incur. If your payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you. If you are to be absent for a long period of time (such as on a holiday or due to an illness) and you are unable to arrange payment by one of the methods set out in your bill, we will also offer the following payment methods:

- payment in advance; or
- redirection of your bill as requested by you.

10. Meter Testing

You can ask to have your Meter tested to establish whether it is measuring accurately. Where you have requested that your Meter be tested we will use our reasonable endeavours to respond to your request within 7 Business Days of our receipt of your request and will carry out the test within 15 business days of our receipt of your request. We will provide you with 5 business days notice of the date on which we propose to carry out the test, at which you are entitled to be present.

You may request to receive a copy of the meter test results. If the Meter is found to be measuring accurately you must pay us the Meter Testing Fee. If the Meter is found to be inaccurate:

- you will not be required to pay us a Meter Testing Fee;
- we will replace the Meter; and
- we will adjust your account for the amount of any undercharge or overcharge for the Billing Period in which the inaccuracy was proven in accordance with clause 8 of this Contract.

You will not be required to pay us a fee for having an inaccurate Meter replaced in accordance with this clause 10 unless you have damaged or interfered with the Network Equipment which has caused or contributed to the Meter measuring inaccurately. For the purposes of this clause 10, a Meter will be measuring "accurately" where it is measuring by no more than allowable in the relevant metering standards.

YOUR PREMISES AND YOUR OBLIGATIONS

11. What happens if I move address during this Contract?

If you intend to move from your Supply Address during this Contract, you must give us at least three Business Days' notice of the date when you intend to vacate the Supply Address, and give us a forwarding address where we can send you a final bill ("**Vacation Notice**"). When we receive the Vacation Notice, we will use our best endeavours to arrange that the Meter is read on the date specified in the Vacation Notice (or as soon as possible after that date if you do not provide access to your Meter on that date) and send a final bill to your forwarding address. If you do not provide the required Vacation Notice, or if you do not provide access to your Meter, you will be responsible for all Gas supplied to the Supply Address until:

- we become aware that you have vacated your Supply Address and your Meter has been read;
- you give us the required notice; or
- someone else commences to purchase Gas from us or another retailer for that Supply Address.

If you vacate the Supply Address and a new customer enters into a contract with us for that Supply Address, you will not be required to pay for any Gas supplied to the Supply Address after the new customer becomes obliged to pay for Gas supplied to the Supply Address.

- If we do not read the Meter on the day that you move out of the Supply Address, we will estimate, in accordance with the process set out in clause 7, how much Gas you used and how much Gas the new customer used in respect of Gas supplied to the Supply Address. We will use our best endeavours to share the cost of Gas between you and the new customer so that you and the new customer pay what we determine to be a fair share; and
- so we do not overcharge or undercharge you.

If you are forced to move out of the Supply Address (for example, by eviction) with less than 3 Business Days' notice and you let us know immediately that you intend to vacate the Supply Address, we will not ask you to pay for Gas used at the Supply Address beyond the period of notice you were given.

12. Access

You must provide us with safe and unrestricted access to the Supply Address when we need it:

- to read the Meter;
- to inspect or work on any Network Equipment;
- to turn off your Gas supply in accordance with this Contract;
- to inspect your equipment;

- for any other reason relating to this Contract; and
- to conduct an inspection of the Gas Installation as authorised by the Regulatory Requirements.

We will give you notice before we come onto the Supply Address except in the following circumstances:

- for a routine Meter reading or replacement of the Meter;
- in an Emergency;
- if we suspect Gas is being used illegally or contrary to applicable Regulatory Requirements at the Supply Address; or
- you consent to a shorter time.

Subject to the Regulatory Requirements and the exceptions listed in the bullet points above, we will provide you with at least 24 hours notice before we come onto the Supply Address (except in the case of planned maintenance, where we will give you at least 4 days notice).

A person seeking access to the Supply Address on our behalf will wear in a visible manner and in accordance with our requirements official identification showing that he or she is our agent (eg our name tag with a photo) and will carry such identification and will show it to you at the Supply Address.

If you do not provide us with access to the Supply Address as required under this clause 12 we may, in addition to any other rights we may have, suspend the supply of Gas to you, in accordance with clause 14 of this Contract.

13. What are my other obligations?

You must not tamper with or bypass the Meter, or allow anyone else to do so.

You must not, without our prior permission, turn the Gas back on at the Meter if it has been turned off by us.

You must not, and must not allow any other person to tamper with, adjust, disconnect, by-pass, interfere with or otherwise damage or render inoperable or inaccurate the Meter or take or attempt to take Gas before it reaches the Meter. You must immediately notify us if you become aware of any circumstances which might reasonably be expected to affect the accuracy of the Meter. The title and risk in the Gas supplied to you under this Contract will pass to you at the point of connection with your Supply Address. From that point on, the Gas supplied under this Contract is your responsibility. You agree to indemnify us against any liability arising out of the use of Gas supplied under this Contract where risk in the Gas has passed to you, or where we have suffered any loss or damage arising as a result of your failure to comply with this Contract. You, as our customer, and we, as your retailer, must comply with the Regulatory Requirements and any other relevant codes or laws that apply to the sale and/or sale and supply of Gas to you. You must co-operate with any reasonable requests that we may give you in our capacity as Distributor and to allow us in our capacity as Distributor to enforce our rights under the Regulatory Requirements. Everything before the point where Gas leaves the Meter is Network Equipment. We will inspect and look after the Network Equipment. Everything below the point where Gas leaves the Meter is Your Equipment. You:

- are responsible for inspecting and looking after Your Equipment,
- must keep Your Equipment in good working order and condition;
- not permit any person, other than a certified gas installer work on Your Equipment; and
- must protect the Network Equipment from damage and interference.

You must take reasonable precautions to minimise the risk of loss or damage to Your Equipment or any premises or business of yours, which may result from poor quality, or reliability of Gas supply. You must tell us as soon as possible:

- if there is a change in the person responsible for paying your bills;
- if there is a change in your billing address or contact details;
- if you change the way you use Gas (for example if you are paying a residential price and you wish to use Gas for a non-residential use);
- if you change something at the Supply Address which make access to the Meter more difficult;

- if you are planning a change to Your Equipment which might affect the quality or safety of any Gas supply to you or anyone else; or
- you become aware of any Gas leak or other problem with the Network Equipment, at, or at a proximity reasonably close to, the Supply Address.

CONTINUITY OF SUPPLY

14. Can the supply of Gas be affected?

You agree we may disconnect, curtail, interrupt or reduce the Gas delivered to your Supply Address:

- in an Emergency;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body;
- for a reason specified in Regulatory Requirements; or
- for any reason set out in this Contract.

You acknowledge that you may not receive Gas as a result of events beyond our control. These may include, without limitation:

- another party interrupting supply to your Supply Address or our Network;
- a failure in the equipment used to supply you with Gas; and
- there not being enough Gas available to supply to you.

Our liability under the Contract is limited to the maximum extent permitted by section 68A of the Trade Practices Act 1974 (Cth). That is, our liability for breach of this Contract is limited to:

- (a) in the case of goods being Gas:
 - (i) the replacement of the Gas or the supply of equivalent Gas; or
 - (ii) the payment of the cost of replacing the Gas or of acquiring equivalent Gas;
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

15. Events beyond your or our control

If, as a result of a Force Majeure Event, either you or we would be in breach this Contract, then your or our obligations under this Contract are suspended to the extent that they are affected by the Force Majeure Event. This applies for as long as the Force Majeure Event continues. The party affected by a Force Majeure Event must give the other party prompt notice of the Force Majeure Event, including full information about the Force Majeure Event, an estimate of its likely duration, the obligations affected by it, the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

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

A person claiming a Force Majeure Event must use their best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. This does not require either of us to settle any industrial dispute in any way we do not want to.

ENDING THIS CONTRACT

16. Disconnection - why and when would this happen?

When we may disconnect you

At your request

You may request us to disconnect the Gas supply to your Supply Address at any time. We will use our best endeavours to disconnect the Gas supply to your Supply Address and finalise your account in accordance with your request.

Bill payments

We may disconnect the Gas supply or otherwise cease to supply Gas to your Supply Address if:

- you have not paid a bill; or
- you have not agreed to an offer by us of an Instalment Plan or any other payment option for the amount you owe us in accordance with the Contract; or
- you have not adhered to your obligations to make payments in accordance with an agreed Instalment Plan relating to the Supply Charge or other Charge (other than a charge in respect of the sale or installation of appliances ("Appliance Charge")) incurred at the current Supply Address or any previous supply address.

Where you are a Residential Customer and you are unable to pay the Supply Charge or any other Charge (other than an Appliance Charge) because of a lack of sufficient income or other means on your part, we will not disconnect the supply of Gas to your Supply Address until:

- we have:
 - offered you the alternative payment options of the kind referred to in the Code;
 - given you information on government funded concessions as outlined in the Code;
 - used our best endeavours to contact you personally, or by lettergram, facsimile or mail, or by telephone; and
 - given you, by way of a written disconnection warning, 5 Business Days notice of our intention to disconnect or cease supplying Gas to you (the 5 days will be counted from the date of receipt of the disconnection warning), and
- you have:
 - refused or failed to accept the offer within the time specified by us; or
 - accepted the offer, but have refused or failed to take any reasonable action towards settling the debt within the time specified by us.

Where you are a Business Customer, we will not disconnect the supply of Gas to your Supply Address until:

- we have:
 - used our best endeavours to contact you personally, or by lettergram, facsimile or mail, or by telephone;
 - offered you an extension of time to pay beyond the original due date on terms and conditions (which may include interest at a rate approved by the Economic Regulation Authority); and
 - given you, by way of a written disconnection warning, 5 Business Days notice of our intention to disconnect or cease supplying Gas to you (the 5 days will be counted from the date of receipt of the disconnection warning), and
- you have:
 - refused or failed to accept the offer within the time specified by us; or
 - accepted the offer, but have refused or failed to take any reasonable action towards settling the debt within the time specified by us (being not less than 5 Business Days).

Notwithstanding anything else in this Contract, we will not disconnect the Gas supply to your Supply Address where you have failed to pay a bill until we have given you (in writing):

- a reminder notice ("Reminder Notice") at least 14 Business Days after the date that the bill was issued, advising you that payment is overdue and requiring payment to be made on or before the date specified in the Reminder Notice (which will be at least 20 Business Days after the date the bill was issued); and
- if payment is not made on or before the date specified in the Reminder Notice, to give a further notice ("Disconnection Warning") to you not less than 22 Business Days after the due date advising you that disconnection will occur unless payment is made on or before the day

specified in the Disconnection Warning (being a day not less than 10 Business Days after the date of the Disconnection Warning).

If your Gas supply is disconnected under this paragraph and you either pay the amount due or agree to an alternative payment plan within 10 Business Days after your Gas supply is disconnected, we will reconnect your Gas supply. Otherwise, we will reconnect the Gas supply to your Supply Address when you pay the bill in full or agree to an alternative payment plan.

We may charge you a fee for reconnecting your Gas supply in this situation.

Denying access to the Meter

Where you fail to provide us with access to the Supply Address as contemplated by the Code or we are denied access to the Supply Address for the purpose of reading the Meter for the purposes of issuing 3 consecutive bills in your Billing Cycle, we may disconnect the Gas supply to your Supply Address.

We will not disconnect the Gas supply to your Supply Address in this situation unless:

- on each occasion that we have been denied access to your Supply Address, we have given you written notice requesting access to the Meter at the Supply Address;
- given you an opportunity to offer us reasonable alternative access arrangements;
- we have used our best endeavours to contact you personally, by telephone or by lettergram, facsimile or mail; and
- we have given you by way of a written disconnection notice 5 Business Days notice of our intention to turn off the gas at the Supply Address (the 5 days will be counted from the date of receipt of this notice) before your gas supply is actually disconnected.

We may charge you a fee for disconnecting your Gas supply in this situation.

If your Gas supply is disconnected for this reason and you provide access to the Meter within 10 Business Days after your Gas supply is disconnected, we will reconnect the Gas supply to your Supply Address to reconnect you. We can charge you a fee for reconnecting you in this situation.

Emergencies

Notwithstanding any other provision of this Contract, we may disconnect or interrupt the supply of Gas to your Supply Address without giving notice to you in an Emergency, or if necessary to reduce the risk of fire or to comply with a law. In the event of an Emergency, you can obtain information on the nature of the Emergency and an estimate of when Gas supply is likely to be restored to your Supply Address by contacting our 24-hour emergency.

We will use our best endeavours to reconnect or secure the reconnection of the supply of Gas to your Supply Address as soon as possible (and in any case, within 20 Business Days after the situation created by the Emergency has been rectified).

Nothing in this Contract limits our statutory powers in relation to Emergencies and safety.

Health and safety reasons

Notwithstanding any other provision in this Contract, we may disconnect or interrupt the Gas supply to your Supply Address for reasons of health and safety.

Except in the case of an Emergency, or where there is a need to reduce the risk of fire or where the Regulatory Requirements require it, we will not disconnect your Supply Address for a health or safety reason unless we have:

- given you a written notice of the health and safety reason;
- where we consider you are able to do so, we have allowed you 5 Business Days to remove the health and safety reason (the 5 days will be counted from the date of receipt of the notice referred to in this paragraph); and

- at the expiration of the 5 Business Days referred to in this paragraph given you, by way of a written disconnection warning, another 5 Business Days notice of our intention to disconnect you (the five days will be counted from the date of receipt of the notice).

We may charge you a fee for disconnecting the Gas supply to the Supply Address in this situation if we reasonably determine that the health and safety problem resulted from or was contributed to by an act or omission of you.

If we have disconnected the Gas supply to your Supply Address for a health and safety reason, after we are satisfied that you have fixed the health and safety problem, we will reconnect the Gas supply to your Supply Address as soon as possible (and in any case, within 20 Business Days after the situation has been rectified).

Planned maintenance

We may disconnect or interrupt the supply of Gas to your Supply Address for the purposes of planned maintenance on, or augmentation to, the Network.

We will not exercise our right to disconnect for the purposes of planned maintenance on, or augmentation to the Network unless we have used our best endeavours to provide you with notice of our intention to disconnect. We will provide you with at least 4 days notice of such disconnection or interruption or such other period as specified in the Regulatory Requirements.

We will use our best endeavours to minimise interruptions to your Gas supply resulting from planned maintenance or augmentation and restore the Gas supply as soon as practicable (and in any case, within 20 Business Days after the situation giving rise to the disconnection has been rectified).

Unauthorised use of Gas

We may disconnect supply to your Supply Address immediately where you have obtained the supply of Gas at your Supply Address otherwise than in accordance with the Code or when you are in breach of any Regulatory Requirement.

We will reconnect your Gas supply to the Supply Address within 10 Business Days after disconnection for unlawful consumption of Gas once you have paid for the Gas consumed.

We may charge you a fee for reconnecting your Gas supply in this situation.

Refusal to pay Refundable Advance

We may disconnect the supply of Gas to your Supply Address if you refuse to pay a Refundable Advance. Before we disconnect the Gas supply to your Supply Address for this reason we will give you not less than 5 Business Days written notice of our intention to disconnect your Supply Address (the days will be counted from the date of receipt of the notice) before your Gas supply is actually disconnected.

If you pay the Refundable Advance within 10 Business Days after we disconnect your Gas supply in accordance with this paragraph, we will reconnect your Gas Supply.

We may charge you a fee for reconnecting your Gas supply in this situation.

Disconnection by law

We may disconnect the Gas supply to your Supply Address or reduce the supply of Gas to your Supply Address if we are required to do so by law. If we are required by law to reduce supply to you then you must use less Gas. If we are required by law to disconnect your Gas supply, you must stop consuming Gas. We will not charge you a fee for disconnection or reconnection in either of these circumstances. Once the circumstances leading to the requirement that Gas supply be reduced or cease are rectified, we will use our reasonable endeavours to reconnect the Gas supply to your Supply Address.

When we will not disconnect you

We will not disconnect the supply of Gas to your Supply Address in the following circumstances:

- if you fail to pay a bill where the amount outstanding is less than an average bill over the past 12 months and you have, in accordance with the Code, agreed to repay that amount;
- except in circumstances where disconnection is required under the Gas Standards Act 1972, if you have provided us with a written statement from a Medical Practitioner that continued supply of gas is necessary to protect the health of a person living at the Supply Address;
- where you have agreed to an Instalment Plan under clause 7 and you have not deviated from that Instalment Plan;
- if you have made a complaint, directly related to the reason for the proposed disconnection, to the Gas Industry Ombudsman, and the complaint remains unresolved;
- if you have made an application for a Government concession or grant and that application has not been decided;
- where you have failed to pay an amount on a bill which does not relate to the Supply Charge or any other charge contemplated by the Code;
- after 3pm on a weekday; or
- on a Friday, on a weekend or on the day before a public holiday (except in the case of a planned interruption).

Whenever your Gas supply is disconnected under this Contract, we may remove the Meter or physically disconnect the Meter, at the same time as your Gas supply is disconnected, or at a later time. The fees payable by you for the disconnection of your Gas supply may include fees for removing or physically disconnecting the Meter. The fees payable by you for the reconnection of the Meter may include separate fees for the replacement or physical reconnection of the Meter.

Reconnection

Where we are required to reconnect your Gas supply in accordance with the provisions set out in this clause 16, we will reconnect the Gas supply to the Supply Address, subject to:

- section 3 of the Code;
- you making a request for such reconnection; and
- you paying our reasonable reconnection fee.
-
- If we are under an obligation to reconnect the Gas supply to your Supply Address and you make a request for reconnection:
 - before 3 pm on a Business Day, then we will use our best endeavours to make the reconnection on the day of your request;
 - after 3 pm on a Business Day, we will make the reconnection as soon as possible on the next Business Day; and
 - after 3 pm on a Business Day and before the close of normal business and you pay our after hours reconnection charge, we will make the reconnection on the day requested by you.

17. How will this Contract end?

This Contract finishes on the date stated in the Contract Schedule (unless terminated earlier in accordance with the provisions of this clause 17) or if the Contract Schedule does not state an end date, this Contract will end when either you or we terminate it.

We and you may end the Contract by giving the other party not less than 3 Business Days' prior written notice.

We may end the Contract, or disconnect the supply of Gas to your Supply Address immediately on providing you with written notice if you:

- become insolvent;
- go into liquidation;
- commit an act of bankruptcy; or
- commit a substantial breach of this Contract (for example, if you bypass your Meter or you allow Gas delivered to your Supply Address to be used at another supply address).

We may only end this Contract where you commit a breach of this Contract (other than a substantial breach referred to in bullet point four above) if:

- we have a right to disconnect Gas supply to your Supply Address under this Contract, a written law or a relevant code; and
- we have disconnected Gas supply at all of the Supply Addresses covered by this Contract.

We may agree with you on alternative ways of dealing with one of these situations.

If we end the Contract, or disconnect the supply of Gas to your Supply Address under this clause 17, before we supply you with Gas again we may require you to provide us with a Refundable Advance. The provisions of this Contract relating to Refundable Advances will apply in respect of such Refundable Advance.

Despite any other provision of this Contract, the ending of this Contract under this clause 17 will not have effect until:

- if this Contract has ended because you have entered into a different contract with us, the cooling-off period (if any) for that other contract expires;
- if this Contract has ended because you have entered into a customer contract with another retail supplier, you have transferred to that other retail supplier in accordance with the Retail Market Rules for the Network concerned; or
- if this Contract ends following disconnection, you no longer have any right to have the Gas supply to your Supply Address reconnected under this Contract, a written law or a relevant code.

18. What happens when this Contract ends?

When this Contract ends in accordance with clause 17, we may:

- disconnect the Gas supply to your Supply Address; and
- take a final reading of the Meter.

We will then issue you with a final bill in respect of your Supply Address.

Subject to the Regulatory Requirements or any relevant code, we may charge you a fee for:

- disconnecting your Gas supply;
- taking a final reading of your Meter Equipment; and
- issuing the final bill.

We may remove any Network Equipment at any time after the Contract ends, and you must provide us with safe and unrestricted access to the Supply Address to enable us to do so.

If you wish to start buying Gas from us again after the Contract has ended, you will need to apply for a new contract with us.

Ending this Contract will not affect the rights or obligations incurred by you or us under this Contract before the date that the Contract ended, including your right of access to complaints and dispute resolution in accordance with the Regulatory Requirements. When this Contract ends, you are still required to make any outstanding payments to us and we have no further obligation to supply Gas or other services to you under this Contract.

19. What happens if I continue to take supply without this Contract in place?

After this Contract ends, you remain liable to pay for all Gas delivered to the Supply Address after this Contract ends, and we will charge you:

- if you are a residential customer, the same fees and Charges as those applying under this Contract at the Contract end date, as varied from time to time under clause 6; or
- if you are a business customer, the greater of the standard published residential tariff for your Supply Address and the Charges applying under this Contract at the Contract end date, as varied from time to time under clause 6.

ABOUT THIS CONTRACT

20. What are the terms of our Contract?

The Contract Schedule and these Contract Terms form our Contract with you. If any matter that is required to be included in this Contract by a Regulatory Requirement is not expressly dealt with in this Contract, the Regulatory Requirement is incorporated as if it were a term of this Contract. If there is any inconsistency between a Regulatory Requirement, the Code, the Customer Charter, the Contract Schedule or the Contract Terms the order of precedence will be the same as the order in which they are listed below:

- the Regulatory Requirements;
- the Code;
- the Contract Schedule;
- the Contract Terms; and
- the Customer Charter

21. Confidentiality

We will:

- keep your information confidential in accordance with the Code;
- only use your information for business purposes (including, without limitation, for debt collection purposes or to fully investigate complaints); and
- not pass on or disclose your information to any third party, except where:
 - we have your prior consent to do so;
 - disclosure is required to comply with any accounting or stock exchange requirement (such information disclosed will, as far as possible, be in an aggregated form);
 - disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration;
 - the information is already in the public domain other than by a breach of this clause;
 - we believe that you have used Gas illegally, and we are required to give any information we have, in relation to your illegal use, to the Economic Regulation Authority, the Director of Energy Safety or the Police; or
 - you have not paid your Gas bill, and we disclose information to a credit reporting agency. We will not provide information about a default to a credit reporting agency if:
 - (A) you have made a complaint in good faith about the bill and the complaint has not been resolved; or
 - (B) you have requested us to review your gas bill and the review is not yet completed.

22. Warranties

Where this Contract discusses you or us exercising a right or performing an obligation, you or we must exercise that right or perform that obligation in accordance with the requirements of the relevant Regulatory Requirement. You acknowledge that you have not relied on any representation or warranty that is not contained in this Contract. To the fullest extent permitted by law, all warranties implied by common law or statute are excluded from this Contract unless expressly included. However, if any part of this Contract is unlawful, unenforceable or invalid, that part is to be treated as removed from the Contract, but the rest of the Contract is not affected.

23. What laws are applicable to this Contract?

This Contract is governed by the laws in force in Western Australia. You agree to submit to the non-exclusive jurisdiction of the West Australian courts.

24. Can changes be made to this Contract?

Where supply under this Contract does not commence within three months of the Acceptance Date then we may on written notice to you, vary this Contract without your consent, so that at our discretion any special conditions, rewards or benefits are cancelled. We can only vary this Contract if we submit the changes to the Economic Regulation Authority in accordance with the Regulatory Requirement for approval and subsequently obtain such approval. We will Publish the changed terms of the Contract and the date that the variation will be effective in accordance with the notification process set out in clause 6 of the Contract. The effective date of the variation of the terms and conditions will be the date that the variation is Published.

If you do not agree with the amended terms and conditions of the Contract you can end the Contract in accordance with clause 17 of the Contract.

In addition, this Contract may be varied by agreement between you and us in writing. You must agree to any amendments to this Contract that we reasonably consider are required as a consequence of changes to the Regulatory Requirements.

25. Can this Contract be transferred?

You may not assign, transfer or novate this Contract without our consent. We may assign, transfer or novate this Contract by notice to you. This will occur only if the assignment forms part of the transfer to the same third party of all or substantially all of our retail sales business, or otherwise with your consent.

26. What happens if I have a Contract for a company?

If you are a company you agree;

- at our request to procure (and maintain) a directors' or shareholders' guarantee of your obligations under this Contract; and
- at our request not to permit or allow without prior written consent, the beneficial ownership of your issued share capital to alter from the date you agree to this Contract or any change to the composition of your directors.

27. How does GST apply?

Notwithstanding any other provision in this Contract, if the Supplier is or becomes liable to pay *GST* in connection with any Supply:

- (a) the Recipient must pay to the Supplier, in addition to the consideration for that, an additional amount equal to the amount of that *GST*;
- (b) the Recipient must pay the Contract Price plus the additional amount on account of *GST* within 14 days of receiving a *tax invoice* from the Supplier for that Supply or as otherwise provided in this Contract;
- (c) If the *GST* payable in relation to a Supply made under or in connection with this Contract varies from the additional amount paid or payable by the Recipient under paragraph (a) such that a further amount of *GST* is payable in relation to the Supply or a refund or credit of *GST* is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment;
- (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed shall be net of any input tax credit claimable in respect of that acquisition or importation (as the case may be);

In this clause:

- **Contract Price** - means the consideration to be provided under this Contract for the Supply (other than under this clause).
- **Recipient means** - the party that receives the Supply from the Supplier.
- **Supplier** - means the party that provides the Supply to the Recipient and includes the representative member of the GST Group if the Supplier is a member of a GST Group.
- **Supply** - means any supply to the Recipient by the Supplier pursuant to this Agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the *supply* will be treated as a separate *supply* for the purposes of this clause.

All italicised and emboldened terms, have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 and in the *GST law*.

28. What about other goods and services Origin Energy offer?

We are committed to providing you with a complete energy service. This is why we would like to provide you with gas, electricity and household or business service offers in the future. If at any time you do not wish us to use, or enable our privacy compliant representatives to use, your information for this purpose, please write to Origin Energy Opt Out, Reply Paid 1199, Adelaide SA 5001. From the time you agree to enter this Contract, you may choose to take up any offers that we make available to you. Each offer will be governed by its own terms and conditions. Unless expressly stated otherwise, the offer will end when this Contract ends.

29. Door-to-Door Contracts

Where this Contract is a Door-to-Door Contract:

- you have a right, at your discretion to end the Contract within the Cooling-off Period;
- we will not supply Gas to you under the Contract during the Cooling-off Period unless you request supply; and
- you must pay us for Gas supplied and for any services provided in connection with that supply if:
 - at your request, Gas is supplied to you by us during the Cooling-off Period; and
 - you exercise your right to end the Contract during the Cooling-off Period.

30. How can I make a complaint?

You may make a complaint to us about any of our acts or omissions in relation to this Contract. If you are not satisfied with our response and/or handling of your complaint you may raise the complaint to a higher level within our management structure. If, after raising the complaint to a higher level within our management structure you are not satisfied with our response to your complaint, you may refer the complaint to the Gas Industry Ombudsman.

We will manage any complaint by you in accordance with the Australian Standard on Complaints Handling (AS 4269:1995) and will Publish information which will assist you in utilising our complaint handling process. Where you so request, we will provide you with information about our complaints handling process and the Gas Industry Ombudsman scheme of which we are a member.

31. Information available to you

If you request it, we will supply you with:

- a copy of the Customer Charter;
- a copy of the Regulations or any relevant code;
- information about the fees and Charges payable under the Contract;
- information about how you can use energy more efficiently;
- your billing data for the previous 2 years (you may also request billing date for the prior to this period subject to payment by you of a reasonable charge);
- information on, and eligibility requirements for, any concessions, rebates or grants;

- information about, including contact details for, Government assistance programs or financial counselling services; and
- information about our complaints handling process and how to contact the Gas Industry Ombudsman if you are not satisfied with our handling of your complaint.

Unless the Regulatory Requirements or our Trading Licence requires us to provide the information listed above free of charge, we may ask you to pay a reasonable charge for the provision of such information.

32. Notices

Unless the Contract provides otherwise, notices given under this Contract do not have to be in writing. Any written notice given under this Contract must be sent to the address for service set out in clause 33 of this Contract.

Notice will be deemed to be given under this Contract as follows:

- in the case of oral communication, in person or by telephone, at the time of communication;
- in the case of prepaid letter, on the third Business Day after the letter has been posted; and
- in the case of a facsimile, upon production of a transmission report by the recipient's machine indicating that the facsimile was transmitted in its entirety.

33. Electronic Communications

We have the ability to communicate electronically with you, such as by email correspondence. We will not start to communicate electronically with you without you first agreeing to this means of communication.

34. Further information

For further information about Origin Energy, available tariffs, concessions, energy efficiency or the products and services we offer, please visit our website www.originenergy.com.au or refer to the reverse side of your energy account. If you have an enquiry relating to our service, please call us on 13 24 61.

35. Definition of terms in this Contract

Acceptance Date - means the date specified in the Contract Schedule.

Acceptable Identification - has the meaning given to that term in the Code.

Account Establishment Fee - has the meaning given to that term in clause 3 of this Contract.

Act means the Energy Co-ordination Act 1994 (WA).

Additional Goods and Services - has the meaning given to that term in clause 7 of this Contract.

Appliance Charge has the meaning given to that term in clause 16 of this Contract.

Bank Bill Rate - means the average rate (rounded up to 4 decimal places) for bank accepted bills having a term equal to or nearest to 90 days as displayed on the "BBSW" page of the Reuters Monitor system at or about 10.30am Eastern Standard Time on the first day of the relevant 90 day period under clause 3 or, if the rate is not displayed on that day, the rate displayed on the most recent day before that day.

Billing Cycle - means a three-monthly period or a one-month period (as the case may be).

Billing Period - means any period for which a bill is or may be issued.

Business Customer - means a customer who is not a customer who purchases energy principally for personal, domestic or household use.

Business Day - means a day which is not a Saturday, Sunday or public holiday in Western Australia;

Change of Law means:

- any law, regulation, rules, code or sub-code being introduced, amended or repealed in whole or in part
- the imposition of any Impost which was not in force as at the date of this Contract;
- the rate at which any Impost is levied being varied from the rate prevailing as at the date of this Contract
- the basis on which any Impost is levied or calculated being varied from the basis on which it is levied or calculated as at the date of this Contract;

- a variation in the interpretation or administration of a law or regulation by a Government Agency or body or a court or a tribunal; or
- a scheme being introduced by any Government Agency providing for us to gain or hold any licence, permit or authorisation or providing for us to purchase, hold or surrender any certificate, permit or instrument or any such scheme being varied, except to the extent that such imposition, amendment, repeal, variation or introduction relates to income tax or GST.

Charges - means the amounts payable by you under this Contract.

Code means the National Gas Customer Service Code AG 755-1998 (April 1998) (WA).

Commencement Date - means the date specified as the Commencement Date in the Contract Schedule or, if not date is so specified, the Acceptance Date.

Contract - means the Contract Schedule and the Contract Terms.

Contract Schedule - means the letter and document titled Contract Schedule provided to you with these Contract Terms.

Contract Terms - means this document.

Cooling-off Period - means a period of 10 days after the Door-to-Door Contract is entered into.

Correcting Refund - has the meaning given to that term in clause 8 of this Contract.

Customer - means the person or persons named in the Contract Schedule and if there are more than one, means each of them separately and every two or more of them jointly.

Customer Charter - means the Origin Energy Customer Charter in effect from time to time.

Customer Reading - has the meaning given to that term in clause 7 of this Contract.

Disconnection Charge - has the meaning given to that term in clause 5 of this Contract.

Disconnection Warning - has the meaning given to that term in clause 16 of this Contract.

Distribution Standards - means the relevant Commonwealth, state or local government legislation (including acts of parliament, regulations, by-laws or other sub-ordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them) (including industry based codes and standards such as AG603: Gas Distribution Code) to regulate:

- the supply of Gas to or from the Network; and
- the way in which your Gas Installation affects the Network to which is connected.

Distributor - means us in our capacity as the holder of the distribution licence in respect of the Network to which your Supply Address is connected.

Door-to-Door Contract - means a contract which is entered into as a result of door-to-door trading if the conditions referred to in paragraph 13(4) of the Gas Marketing Code of Conduct 2004 (WA) are satisfied in respect of the contract.

Due Date - means the date by which you must pay your bill as specified on the bill.

Economic Regulation Authority - means the body established by the Economic Regulation Authority Act 2003 (WA).

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

Final Meter Reading Charge- has the meaning given to that term in clause 5 of this Contract.

Fixed Component - has the meaning given to that term in clause 5 of this Contract.

Force Majeure Event - means an event outside the reasonable control of a party to this Contract.

Gas - means liquefied petroleum gas.

Gas Industry Ombudsman - has the meaning given to that term in section 111ZPZ of the Act.

Gas Installation - has the meaning given to that term in section 4 of the Gas Standards Act 1972.

Gas Offer means our offer to sell you Gas in accordance with the Contract, if one has been provided to you.

Government Agency means:

- a government in Australia, whether Federal, State or Territorial or local, or a department office or Minister of a government acting in that capacity; or
- a delegate, agency, commission, board instrumentality or other government, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not.

GST - has the meaning given to it in the GST Law.

GST Law - has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

Guidelines - means any Gas Guidelines issued by the Economic Regulation Authority.

Impost - means any royalty (whether based on value, profit or otherwise), tax, excise, levy, fee, rate or charge levied, charged or imposed on use or any third party by any Government Agency, or other body authorised by law to impose that Impost.

Instalment Plan - has the meaning given to that term in clause 7 of this Contract.

Interest Rate - means an interest rate of at least 3% above the quote rate for one month bank bills quoted by either one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank.

Medical Practitioner - means an individual who is registered as a medical practitioner under the Medical Act 1894 (WA).

Meter - means the equipment we have installed (or will install) at the Supply Address to measure the volume of gas you use (and includes the short lengths of gas pipe which protrude from the Meter).

Meter Equipment - means meters, pressure regulators and safety valves, filters, regulators, flow correcting devices and telemetry devices necessary to measure quantities of Gas supplied to you.

Meter Testing Charge - has the meaning given to that term in Clause 5 of this Contract.

Network - means a distribution system (as defined in the Act).

Network Equipment - means the Meter and any pipes, pressure regulators or other equipment used to transport, measure, or control Gas for delivery to you, before (upstream of) the point where Gas leaves the Meter.

Non-fixed Component - has the meaning given to that term in clause 5 of this Contract.

Non-Standard Connection Charge- has the meaning given to that term in clause 5 of this Contract.

Overdue Notice Charge - has the meaning given to that term in clause 5 of this Contract.

Payment Deduction Authority - means a verifiable consent authorising us to deduct monies from your nominated credit card or bank account in payment of Gas bills.

Publish - means to publish a thing in the manner described in clause 6 of this Contract.

Reconnection Charge - has the meaning given to that term in clause 5 of this Contract.

Refundable Advance- (sometimes referred to as "Security Deposit") means an amount of money or other arrangements acceptable to us as security against you defaulting on the payment of a bill.

Regulations - means the Energy Co-Ordination (Customer Contracts) Regulations 2004 (WA).

Regulatory Requirements means all relevant legislation, regulations, codes, Guidelines, orders in council, licences, proclamations, directions or standards applicable to the supply of Gas in Western Australia.

Reminder Notice - has the meaning given to that term in clause 16 of this Contract.

Residential Customer - means a customer who purchases energy principally for personal, domestic or household use.

Retail Market Rules - has the meaning given to that term in section 11ZOA of the Act.

Security means either a Payment Deduction Authority or Refundable Advance (or other form as agreed by us) required by us as security against payment of bills

Security Deposit - has the same meaning as Refundable Advance.

Supply Address - means the premises where you take supply from us under the terms of this Contract.

Supply Charge - means the charge for selling Gas as determined from time to time and Published by us, and can include a Fixed Component and a Non-fixed Component.

Trading Licence - means our trading licence under the Act.

Undercharged Amount has the meaning given to that term in clause 8 of this Contract.

Unit is a measure of the amount of energy in gas, with one unit equalling 3.6 megajoules, which is the same energy as 1 kilowatt-hour or one unit of electricity.

Vacation Notice - has the meaning given to that term in clause 11 of this Contract.

Your Equipment - means all pipes and equipment used to transport, control or use gas after (downstream of) the point where gas leaves the Meter.

Unless otherwise stated:

- if a clause refers to us using our best endeavours, this means we will act in good faith and use all reasonable efforts, skill and resources;
- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- a day is the period of time commencing at midnight and ending 24 hours later;
- a month is a calendar month;
- a person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

- if an example is given of any thing (including a right, obligation or concept), the scope is not limited to the example.

How to contact Origin Energy

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