



AGREEMENT TERMS

Electricity, Green Gas,
GreenPower and Natural Gas

Australian Capital Territory | New South Wales
Northern Territory | Queensland
South Australia | Victoria

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Contents

1.	About this Agreement	3
2.	How this Agreement applies to you	3
3.	When this Agreement starts and ends	4
4.	Cooling off period	4
5.	The transfer process	4
6.	Your creditworthiness	5
7.	Security Deposits	6
8.	Energy Plans	6
9.	What you have to pay	7
10.	Changes to the Charges	8
11.	Billing and payment	9
12.	Reviewing your bill	10
13.	Your obligations	11
14.	Your Distributor and your energy supply	12
15.	When you could be disconnected	12
16.	Ending this Agreement	13
17.	What happens when this Agreement ends	14
18.	What happens if you move	14
19.	GreenPower or Green Gas	14
20.	Feed in tariffs	15
21.	Changing this Agreement	16
22.	Events beyond your or our control	16
23.	How this Agreement works with the Regulatory Requirements	17
24.	Liability	17
25.	Warranties and rights	18
26.	What laws apply	18
27.	Your privacy	18
28.	Marketing	19
29.	Notices	19
30.	Customer service and complaints	20
31.	Assignment or novation	20
32.	Meaning of terms in this Agreement	20
33.	Interpretation	23

1. About this Agreement

This Agreement is a market retail contract and covers the sale of electricity, natural gas, GreenPower and/or Green Gas to you at your Supply Address. If we're your retailer for more than one of these products, then you have a separate agreement with us for each. If we're your retailer at more than one Supply Address, then you have a separate agreement with us for each Supply Address. Each agreement we have with you includes these Agreement Terms, the Details section and your Energy Plan (if any).

2. How this Agreement applies to you

This Agreement applies to Small Customers and Other Customers.

If you're a Small Customer, additional regulatory protections apply to you. Whether you're a Small Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you're a Small Customer if:

- you're a Residential Customer, except in the Northern Territory;
- in New South Wales, Queensland or the Australian Capital Territory, you're a Business Customer who uses less than 100MWh of electricity per year or less than 1TJ of natural gas per year;
- in South Australia, you're a Business Customer who uses less than 160MWh of electricity per year or less than 1TJ of natural gas per year; or
- in Victoria, you're a Business Customer who uses less than 40MWh of electricity per year or less than 1TJ of natural gas per year.

If you're not a Small Customer, we may still supply you under this Agreement but the additional regulatory protections we refer to in the previous paragraph do not apply to you. In this Agreement we call you an Other Customer. Where we treat Small Customers and Other Customers differently we've explained this throughout this Agreement.

Your Distributor determines whether you're a Small Customer. It's your responsibility to tell us if the amount of energy you use changes significantly. This is because you may change from being a Small Customer to an Other Customer or vice-versa.

3. When this Agreement starts and ends

This Agreement starts on the Acceptance Date and continues until you or we end it. For information about how this Agreement can end see clauses 4, 5 and 16.

We will start to sell you energy and other products on the Supply Start Date which will either be:

- the end of the cooling off period;
- the date your Supply Address transfers to us (for more details of the transfer process and why it may be after the Acceptance Date see clause 5); or
- another date we agree with you.

If you have another agreement with us for the same fuel or other product at the Supply Address, it and all associated benefits will end when this Agreement starts.

4. Cooling off period

You can cancel this Agreement during the 10 Business Day cooling off period. The cooling off period starts from the later of the day after:

- the Acceptance Date; or
- you receive this Agreement and the customer disclosure statement provided to you with these Agreement Terms.

You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online. To cancel, call us or complete the cancellation notice provided to you with this Agreement and return it to us at the address set out on the notice.

5. The transfer process

If we're not currently your retailer for your Supply Address, we'll arrange for your Supply Address to transfer to us from your current retailer. You agree to us taking all necessary steps to do so.

We may stop the transfer and cancel this Agreement for any reason before the transfer is completed, including where:

- the transfer doesn't occur within three months of the Acceptance Date;
- you don't meet our credit requirements; or
- any information in the Details section is incorrect.

If we do so, we'll let you know and we may offer you an alternative agreement.

Alternatively, we may cancel your Energy Plan (without cancelling this Agreement) if the transfer doesn't occur within six months of the Acceptance Date. We'll let you know if this happens.

6. Your creditworthiness

We may determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so.

We may disclose your personal information to a credit reporting agency before, during or after we sell energy to you:

- to obtain a consumer credit report about you if you've applied for consumer or commercial credit; and/or
- to allow the credit reporting agency to create or maintain a credit information file about you.

We can only disclose the following types of information:

- your identity particulars (e.g. name and address);
- the fact you are entering into an agreement with us;
- the fact that we are a current credit provider to you;
- any payments overdue for more than 60 days that we have tried to recover from you;
- information that payments are no longer overdue;
- information that, in our opinion, you've committed a serious credit infringement;
- dishonoured payments – if a cheque from you for more than \$100 has been dishonoured more than twice; and
- any other information we are permitted to disclose under the Regulatory Requirements, including consumer credit laws.

Where you are applying for:

- consumer credit, you agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons; and

- commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you,

for the purpose of assessing your application.

We may also exchange permitted credit information about you with other credit providers, both to assess your creditworthiness and if you default on payment (either with us or with the other credit provider).

7. Security Deposits

Depending on your creditworthiness we may ask you to pay us a Security Deposit and you must pay it to us. If you're a Small Customer, we must pay you interest on the Security Deposit as required by the Regulatory Requirements. We may use your Security Deposit and any interest earned on it, to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know.

If we no longer need your Security Deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, through our standard processes to refund account credits.

8. Energy Plans

Your Agreement may include an Energy Plan. An Energy Plan generally includes benefits for a limited time such as 12 or 24 months. Your Agreement will continue after the expiry of your Energy Plan, but the benefits of the Energy Plan will end when the Energy Plan ends. We'll do our best to let you know when your Energy Plan is about to end. We may give you another Energy Plan or you can contact us to discuss the Energy Plans we have available at that time.

As your Energy Plan is part of your Agreement, it will also end when this Agreement ends.

If we withdraw your Energy Plan from sale, we may end your Energy Plan by giving you at least 20 Business Days notice so long as:

- we offer you another energy plan with similar benefits which is not detrimental to you; or
- ending the Energy Plan would not be detrimental to you.

If we offer you another energy plan as set out above and you do not let us know within 20 Business Days that you do not want to take up that energy plan, we'll consider you have agreed to that new energy plan. It will then apply and become part of this Agreement.

9. What you have to pay

You must pay us the Charges. The Charges include:

- Amounts for the sale and supply of energy described below.
 - **Supply charges** – daily charges, regardless of how much energy you use. These charges are set out in your Details section.
 - **Energy usage charges** – charges based on the amount of energy you use. These charges are set out in your Details section.
 - **GreenPower and Green Gas charges** – charges for the sale of GreenPower and Green Gas. These charges are set out in your Details section.
 - **Distributor charges** – any amounts that your Distributor charges for services provided at your Supply Address, including a disconnection fee, connection fee and special meter reading fee. Your Distributor sets these amounts. You can find out more at originenergy.com.au/additionalcharges.
 - **Taxes** – any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply energy, GreenPower, Green Gas and other goods and services to you.
- The fees described below. If these fees apply they'll be set out in your Details section or explained to you before you incur them.
 - **Card payment fee** – a fee for paying by Mastercard, Visa or another payment method where we incur a merchant services fee.
 - **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date. This fee does not apply to Small Customers in Victoria.
 - **Account establishment fee** – a fee for transferring your energy supply to us from another retailer or setting up your account with us for the first time.

- **Payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet or via PostBillPay.
- **Exit fee** – if you're a Business Customer, a fee for ending your Energy Plan (if any) early.

In some circumstances you must also pay us the other amounts described below.

- Any reasonable costs that we incur for arranging network and connection services for you. We'll let you know these amounts before we arrange the services.
- If you breach this Agreement or the Regulatory Requirements, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee).
- Any fees or additional costs we incur if your payment is dishonoured or reversed.
- Any other amounts referred to in this Agreement.

10. Changes to the Charges

Unless we say we won't do so in your Energy Plan (which we have done, for example, in the Rate Freeze Energy Plan), we can vary the Charges at any time by notice to you. This means we can vary the amount, nature and structure of any of the Charges. For example we may vary the structure of:

- your electricity usage charges from peak only charges to time of use charges; or
- your GreenPower or Green Gas charges from a weekly amount to a charge based on the amount of energy you use. Or, if there is no charge when you take up your GreenPower or Green Gas product, then after 12 months, we may start to charge you.

The notice of variation may be by a message on your bill. We'll notify you:

- for Small Customers in Queensland, at least 10 Business Days before the variation where the Charges are increasing; and
- otherwise, as soon as practicable, but no later than your next bill after the variation.

We can also vary the Charges by notice to you in the following limited circumstances, even if we have said we won't do so in your Energy Plan:

- if any of the information we used in determining the Charges for energy is incorrect (such as your supply area or meter type); or
- if the meter at your Supply Address is changed from an accumulation meter to an interval meter.

If the Charges change during a Billing Period then we'll calculate your bill for that period on a proportionate basis. Similarly, if your Energy Plan or any benefit only applies for part of a Billing Period then any discount or other benefit will be prorated.

11. Billing and payment

We'll send your bill to the address you choose. This can be an email address or other electronic address (such as on-line via a secure website). If you don't choose an address or we can't contact you at that address (e.g. your bill is returned to us), we may send the bill to the Supply Address and you'll be deemed to have received it.

Your energy use charges will be based on the amount of energy you use during a Billing Period. That use will be determined in accordance with the Regulatory Requirements, generally by the Distributor measuring the amount of energy used by reading the meter at your Supply Address, or by estimating your usage. If your bill is based on an estimate of your usage and we later have a measurement of your actual usage, we will adjust a subsequent bill for the difference between the estimate and your actual usage if you're a Small Customer, and may do so if you're an Other Customer.

The Billing Period will be at least every three months or at least every two months for Small Gas Customers in Victoria. We may change the Billing Period by notice to you.

You must pay each bill in full by the Due Date. You can pay your bill by any of the options listed on your bill.

If you can't pay by the Due Date or are experiencing financial hardship, let us know as soon as possible. We have a range of payment plans that might help. We may also be able to give you information about government support.

If you don't pay by the Due Date (unless you've requested a review of the bill) we may do one or more of the following:

- apply any Security Deposit (see clause 7 for more details);
- disconnect your energy supply (see clause 15 for more details);
- ask a debt collection agency to obtain the payment from you;
- sell the rights to the unpaid amount to a third party who may seek to collect it from you.

We may also rely on any other rights we have under this Agreement.

If you are a Business Customer or an Other Customer we may charge you interest on a late payment, but only if we don't charge a late payment fee or we are not fully compensated for our costs and losses through the late payment fee.

If you have more than one agreement with us, we may deduct from and set-off against amounts paid or payable under this Agreement (including after this Agreement has ended), any amounts paid or payable under another of your agreements with us.

12. Reviewing your bill

Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect discount or meter type, please let us know as soon as you can. Alternatively, if you'd like us to review your bill, just ask – again, be sure to do so as soon as you can. We'll let you know the result in accordance with our standard complaints procedures (see clause 30 for more details). While your bill is being reviewed, you'll still need to pay any amount we ask you to (in accordance with the Regulatory Requirements) by the Due Date. You must also pay any future bills by the Due Date.

You can ask to have your meter tested as part of the review. We may ask you to pay the cost of the meter test before we arrange it (except for Small Customers in Victoria or Queensland). For Small Customers, if the test finds that the meter or meter data is faulty or incorrect we'll refund any amount you've paid for the test (or set this off against any outstanding amount on your bill). If you're a Small Customer in Victoria or Queensland and the test shows the meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.

If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review.

Unless one of the exceptions below applies, if you're undercharged (which includes not being charged), you'll only have to pay the amounts that should have been charged in the nine months before we notify you of the undercharge. The exceptions are:

- for Other Customers, we can recover all amounts undercharged unless this is unreasonable in the circumstances; or
- if the undercharging is because of your fault or unlawful act or omission, we can recover all amounts undercharged and may also charge you interest if not prohibited by the Regulatory Requirements.

13. Your obligations

Title and risk in the energy supplied under this Agreement will pass to you at the point of connection with your Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;
- any other contact details you give us are correct; and
- you let us know if any information you've given us changes.

You must give us and other relevant people (including your Distributor) safe, convenient and easy access to the meter at the Supply Address so it can be read and for maintenance, connection and disconnection purposes. If you don't do so and we bill you based on an estimate of your usage, we may charge you an additional fee if you ask for a bill based on your actual usage.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the energy infrastructure at your Supply Address is in good condition and not damaged or interfered with in any way;
- allow only appropriately qualified and accredited people to carry out any work in connection with that infrastructure; and
- not bypass your meter or interfere with the distribution system, or allow anyone else to do so.

14. Your Distributor and your energy supply

We're an energy retailer and have no control over the physical supply of energy. Where we refer to supplying you with energy or connecting your Supply Address, this means we'll arrange for your Distributor to do so.

Your Distributor is responsible for the physical supply of energy (including the quality and reliability of the energy supplied) and the connection of your Supply Address.

This means that:

- we're not responsible for the safety, quality, continuity, reliability or pressure of your energy supply; and
- to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

The quality, continuity, reliability and pressure of your energy supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitation of the distribution system and acts of other persons (such as your Distributor).

Accordingly, your energy supply may be disconnected, reduced or limited. Some examples of when this may occur include:

- if required by your Distributor or another person;
- in an emergency or for safety reasons;
- due to a failure in the equipment used to supply your energy;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- if there is not enough energy available to supply to you.

We'll try to keep you informed if this happens.

You must cooperate with any reasonable requests your Distributor makes of you, and allow your Distributor to enforce its rights under the Regulatory Requirements.

15. When you could be disconnected

If you have given us up to date contact details, we'll give you notice before we disconnect you. If you're a Small Customer, we'll also follow any procedures set out in the Regulatory Requirements.

We may arrange for disconnection of your energy supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you're a Small Customer and you fail to pay Charges or other amounts on your bill related to the sale of energy by the Due Date;
- if you're an Other Customer and you fail to pay any Charges or other amounts on your bill by the Due Date;
- if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you've refused to provide a Security Deposit;
- if you've used energy at the Supply Address fraudulently, or intentionally used it contrary to energy laws;
- if you haven't agreed to an instalment plan or other payment option when we have required you to do so; or
- if you haven't paid in accordance with an agreed instalment plan or other payment option.

16. Ending this Agreement

We can end this Agreement by giving you 20 Business Days notice.

You can end this Agreement by:

- transferring your energy supply at your Supply Address to another retailer. This Agreement will end when your Supply Address transfers to the other retailer;
- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- entering into a new agreement with us for the same fuel at the Supply Address. This Agreement will end when the new agreement starts; or
- in the circumstances described in clause 18 (where you move out of your Supply Address).

This Agreement will also end:

- 10 Business Days after you've been disconnected, if you don't have a right to be reconnected;
- where another person starts being supplied with energy at the Supply Address with us or with another retailer; or
- if we're no longer entitled to sell energy due to a Last Resort Event.

17. What happens when this Agreement ends

If this Agreement ends, we will continue to sell you energy on the same terms of this Agreement until you enter into a new agreement with us or transfer your Supply Address to a new energy retailer.

This clause and the provisions of this Agreement about privacy, liability, notices, governing law and payment will survive this Agreement ending. This Agreement ending will not prejudice any rights or remedies that you or we have that accrued before the Agreement ends.

18. What happens if you move

If you're moving from your Supply Address, you need to give us at least three Business Days notice. You'll also need to give us an address where we can send your final bill. We'll arrange for your meter to be read at the time agreed with you (or as soon as possible after if your meter can't be accessed then).

If you move this Agreement (including any Energy Plan) will end from the date you do so.

You'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until the later of the date you move or three Business Days from the date you notify us that you're moving.

If you don't tell us that you're moving or you don't provide access to your meter, you'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until:

- we find out that you've moved and your meter has been read;
- you tell us you're moving and your meter is read;
- the energy supply is disconnected or transferred to another retailer; or
- we enter into a new agreement in relation to the Supply Address, whether with you or someone else.

19. GreenPower or Green Gas

You may choose to take up GreenPower or Green Gas.

If you take up GreenPower, we'll make sure we source an equivalent amount of electricity from GreenPower accredited renewable sources to match your chosen percentage of your electricity usage.

If you take up Green Gas, we'll purchase greenhouse gas offsets equal to the estimated greenhouse gas emissions from your natural gas supply.

We'll stop supplying you with your chosen GreenPower or Green Gas product if:

- you tell us you no longer want that product;
- we give you at least 20 Business Days notice; or
- this Agreement ends.

20. Feed in tariffs

If your Agreement is for electricity and you have a solar photovoltaic system installed at your Supply Address, we may pay you a feed in tariff for any electricity your system generates which is exported to the electricity grid. If we pay you a feed in tariff, you'll see the amount of the feed in tariff on your bill.

There are two types of feed in tariffs:

- feed in tariffs we are required to offer under the Regulatory Requirements; and
- our voluntary feed in tariffs.

We may pay you one or both of these feed in tariffs.

If we pay you a voluntary feed in tariff, we may vary the amount of, or cancel, the feed in tariff at any time by notice to you.

If we pay you a feed in tariff we are required to offer under the Regulatory Requirements, we may:

- vary the amount of the feed in tariff by notice to you where we're not prevented from doing so by the Regulatory Requirements;
- stop providing you with the feed in tariff if:
 - you stop being eligible for the feed in tariff;
 - there is a change in the Regulatory Requirements; or
 - the relevant feed in tariff scheme ends.

If this occurs, then we'll stop providing you with the feed in tariff from the date you stopped being eligible, the Regulatory Requirements changed or the scheme ended (as applicable). This may be before the date we give you notice.

You agree that this Agreement applies to your feed in tariff. For example:

- we will give you notice of any change to your feed in tariff as soon as practicable, but no later than your next bill after the variation. The notice may be by a message on your bill (see clause 10);
- if the amount of your feed in tariff changes during a Billing Period then we'll calculate your feed in tariff for that period on a proportionate basis (see clause 10); and
- we'll review the feed in tariff on your bill in accordance with clause 12. This means overpayment or over crediting of your feed in tariff will be treated in the same way as an undercharge.

This clause 20 only applies to you if you do not have a separate agreement with us for your feed in tariff.

21. Changing this Agreement

We can vary this Agreement where:

- we give you 20 Business Days notice of the variation; and
- you accept the change by not terminating the Agreement during that period.

We may also vary this Agreement by notice to you if we need to so because the Regulatory Requirements change.

See clause 29 for details of how we'll give you notice.

22. Events beyond your or our control

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligation under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.

The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- give the other person prompt notice, including any information required by the Regulatory Requirements.

If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

23. How this Agreement works with the Regulatory Requirements

If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

If there is any inconsistency between this Agreement and a Regulatory Requirement, then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

24. Liability

Subject to the Regulatory Requirements:

- we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except where we breach this Agreement or are negligent;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence; and
- you indemnify us and any third party against any liability in connection with or arising out of the use of energy supplied under this Agreement after ownership passes to you.

If you're a Small Customer or a Residential Customer, nothing in this clause 24 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

This Agreement does not vary or exclude the operation of:

- sections 119 and 120 of the National Electricity Law;
- section 97A of the Electricity Act 1994 (QLD), section 315 of the Gas Supply Act 2003 (QLD), or section 856 of the Petroleum and Gas (Production and Safety) Act 2004 (QLD);

- sections 232 or 233 of the Gas Industry Act 2001 (Vic) or section 33 of the Gas Safety Act 1997 (Vic); or
- section 316 of the National Energy Retail Law.

25. Warranties and rights

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

26. What laws apply

The laws of the state or territory of your Supply Address apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

In some areas, your Supply Address may be located in one state but connected to a distribution system which is primarily located in another state. Where this is the case your Supply Address may be treated for some or all purposes as being in the state in which the distribution system is primarily located. Please call us if this applies to you and you have any questions.

27. Your privacy

We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Regulatory Requirements and in order to provide you with energy and related products and services. We may disclose this information to:

- our related companies;
- our agents and contractors (such as mail houses, data processors and debt collectors);
- your Distributor; and
- other energy retailers,

for these purposes and more broadly in connection with this Agreement.

We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).

If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

We may also disclose your information to and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

Our detailed privacy and credit reporting statements are available at www.originenergy.com.au/privacy.

Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.

28. Marketing

From time to time we'll let you know about our products and offers, even after this Agreement ends. If at any time you decide you don't want to receive these offers, please let us know. You can do so in My Account (our online self serve portal) or write to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

29. Notices

Unless the Regulatory Requirements require notice to be given in a different way, we'll give you notice in writing:

- personally;
- by post, addressed to the address you nominate. We'll consider that you've received the notice on the third Business Day after we post it;
- by e-mail if you've provided us with an email address. We'll consider that you've received the email the day after we send it to the email address you provided;
- by fax if you've provided us with a fax address. We'll consider you've received the fax when our fax machine produces a report stating the fax was sent in full;
- by a message on your bill; or

- by sending you an electronic message (e.g. email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (e.g. our website). We'll only do this if it's reasonable in the circumstances and not prohibited by the Regulatory Requirements.

If you do not choose an address for notices or we can't contact you at that address (e.g. the notice is returned to us), we may send the notice to the Supply Address and you'll be deemed to have received it.

30. Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures which you can find at www.originenergy.com.au. You can also ask us to send you a copy.

For Small Customers in the Australian Capital Territory, we'll acknowledge your complaint immediately or as soon as practicable, and respond to it within 20 Business Days. If we do not do either of these things, then you may, within three months, ask us to pay you a rebate of \$20. To claim the rebate, just call us.

If you are not satisfied with the way your complaint has been resolved you may be entitled to contact the energy ombudsman in your state.

31. Assignment or novation

You may not assign, transfer or novate this Agreement without our consent.

Subject to the Regulatory Requirements, you agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer,

to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation.

32. Meaning of terms in this Agreement

Acceptance Date means the date specified in the Details section, or if no date is specified, the date you sign the Details section or you accept this Agreement over the phone or on-line.

Agreement means the Details section, the Agreement Terms and the Energy Plan (if any).

Agreement Terms means the terms and conditions in this document.

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

Business Customer means a Customer who is not a Residential Customer.

Business Day means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

Charges means the charges and fees described or set out in this Agreement.

Customer means a Small Customer or an Other Customer.

Details section means the document entitled Details section provided to you with these Agreement Terms, which may include a separate Price Sheet.

Distributor means the entity that is authorised or licensed to supply distribution services through the distribution system to which your Supply Address is connected.

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

Energy means electricity or natural gas, as appropriate.

Energy Plan means any document titled 'Energy Plan' and provided to you with these Agreement Terms or in accordance with clause 8. The Details section indicates which Energy Plan, if any, is part of this Agreement at the Acceptance Date.

Force Majeure has the meaning given in clause 22.

Impacted Person means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

Last Resort Event means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.

National Energy Retail Law means the law applying under in:

- *South Australia*: the National Energy Retail Law (South Australia) Act 2011.
- *New South Wales*: the National Energy Retail Law (Adoption) Act 2012 (NSW).
- *Australian Capital Territory*: the National Energy Retail Law (ACT) Act 2012.

- *Queensland*: the National Energy Retail Law (Queensland) Act 2014.

National Energy Retail Rules means the rules made under the National Energy Retail Law.

Other Customer means a Customer who is not a Small Customer (see clause 2 for more details).

Price Sheet means a document that sets out the usage and supply Charges and most other Charges.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of energy to your Supply Address. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and in:

- *New South Wales, Queensland and South Australia*: the National Energy Retail Law and the National Energy Retail Rules.
- *Victoria*: the Electricity Industry Act 2000 (Vic), the Gas Industry Act 2001 (Vic) and the Energy Retail Code.
- *Northern Territory*: the National Gas (Northern Territory) Act 1990 (NT) and the Consumer Affairs and Fair Trading Act 2008 (NT).
- *Australian Capital Territory*: the National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT) and the Consumer Protection Code.

Residential Customer means a Customer who purchases energy predominantly for personal, domestic or household use.

Security Deposit means an amount of money or other arrangement to provide security against you not paying a bill.

Small Customer means a Small Electricity Customer or a Small Gas Customer.

Small Electricity Customer means in:

- *New South Wales, South Australia, Queensland and the Australian Capital Territory*: a small customer for the purposes of the National Energy Retail Law.
- *Victoria*: a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic).

Small Gas Customer means in:

- *New South Wales, South Australia, Queensland and the Australian Capital Territory*: a small customer for the purposes of the National Energy Retail Law.

- *Victoria*: a relevant customer for the purposes of section 43 of the Gas Industry Act 2001 (Vic).

Supply Address means the premises specified as the supply address in the Details section.

Supply Start Date means the supply start date set out in the Details section or otherwise notified to you.

We and **Us** means:

- *In relation to the sale of electricity and GreenPower*: Origin Energy Electricity Ltd (ABN 33 071 052 287);
- *In relation to the sale of natural gas and Green Gas*, in:
 - *New South Wales and the Australian Capital Territory*: Origin Energy LPG Ltd (ABN 77 000 508 369);
 - *South Australia, Queensland and Northern Territory*: Origin Energy Retail Ltd (ABN 22 078 868 425); and
 - *Victoria*: Origin Energy Retail Ltd (ABN 22 078 868 425) in and around Mildura and Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) in all other areas of Victoria.

33. Interpretation

Unless otherwise stated:

- 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;
- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words 'include' or 'including' and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

HOW TO CONTACT US

Energy offer enquiries **13 24 63**

Billing enquiries **13 24 61**

Moving home **13 MOVE (13 66 83)**

Email **enquiry@originenergy.com.au**

Postal Addresses

PO Box 1199, Adelaide SA 5001

PO Box 4398, Melbourne VIC 3001

National Relay Service for hearing impaired customers **13 36 77**

Interpreter Service **1300 137 427**

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Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。

Large Print Copy **13 24 61**

A large print copy of this document is available on request by calling us.

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**FOR MORE INFORMATION VISIT
ORIGINENERGY.COM.AU OR CALL 13 24 63**
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Origin Energy Electricity Limited ABN 33 071 052 287
Origin Energy Retail Ltd ABN 22 078 868 425, Origin Energy (Vic) Pty Ltd ABN 11 086 013 283
Origin Energy LPG Limited ABN 77 000 508 369 and Sun Retail Pty Ltd ABN 97 078 848 549
100 Weymouth Street, Adelaide SA 5000 • Telephone 13 24 63 • Facsimile 1800 132 463
originenergy.com.au • enquiry@originenergy.com.au