

**Thank you** for  
choosing us



Standard Retail Agreement  
Terms for Natural Gas

Queensland

# **Understanding your Energy Agreement with us**

Effective July 2010

Together we can  
make a difference.™

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## 1. Application of this Agreement

- (a) This **Agreement** is an *Agreement* for the sale and supply of gas and related services to your *Supply Address*.
- (b) This **Agreement** applies on and from 1 July 2007 in respect of the supply of gas created:
  - (i) when you accept an offer for the supply of gas under section 204(1) of the **Act**; or
  - (ii) when you are a move-in *customer* to premises that are connected to the distribution system under section 204(2) of the **Act**; (a **Standard Default Agreement**).
- (c) This Agreement also applies to you on and from (16th March 2009) if you have immediately prior to (16th March 2009):
  - (i) a Standard Retail Agreement or a Standard Default Agreement with us for your *Supply Address*; or
  - (ii) a Standard Retail Agreement for the supply of gas that was deemed to exist between us under section 325 of the **Act**; or
  - (iii) an Agreement for the supply of gas that was deemed to exist between us under section 327 of the **Act** (a **Transitional Retail Agreement**).

Please contact us if you would like clarification on whether this Agreement applies to you.

### 1.1 These are our terms and conditions

This document sets out our current Standard Retail **Agreement** and Transitional Retail Agreement terms and conditions for the purposes of sections 325, 327 and 204(1) of the **Act**.

This document sets out our current Standard Default **Agreement** terms and conditions for the purposes of section 204(2) of the **Act**.

### 1.2 Standard Default Agreements

These terms and conditions apply to you (and as a consequence you will be deemed by section 204(2) of the **Act** to have a Standard Default **Agreement** with us) if:

- (a) you are a **Small Customer** in relation to your *Supply Address*;
- (b) you commence taking supply of gas at that *Supply Address* after 1 July 2007 without first entering into a Standard Retail **Agreement** or a Negotiated Retail **Agreement** for that *Supply Address* with us or another retailer; and
- (c) we are the **Responsible Retailer** for that *Supply Address* (for example we were the last retailer to have a **Agreement** with an occupant of the *Supply Address* for the sale of gas).

## 2. What we mean

In this *Agreement*:

- (a) **We** and **Us** means Origin Energy Retail Ltd (ABN 22 078 868 425) (**Origin Retail**), of 339 Coronation Drive, Milton, Queensland, 4064 and **Our** has a corresponding meaning;
- (b) **You** means the **Customer** and **Your** has a corresponding meaning; and
- (c) **Gas** means natural gas.

## 3. Supply and sale

We will:

- (a) sell you gas and related services; and
- (b) arrange for the delivery of gas to your **Supply Address**. You agree that in arranging for the delivery of gas to your **Supply Address**, we will contact your **Distributor** to arrange for this delivery to occur and for those services to be available to you.

## 4. Connections

- (a) If you want to be connected at your **Supply Address** by us, you must make an application and provide us with:
  - (i) acceptable identification;
  - (ii) your contact details; and
  - (iii) if your request relates to a rental property, contact details of the property owner or the owner's agents.
- (b) You must also pay any applicable connection charge or such other charge associated with your application which we may charge in accordance with the **Regulatory Requirements**.
- (c) If we accept your application, we will connect you at your **Supply Address**, as soon as practicable after you make your application in accordance with the **Act** and in any event within 10 Business Days. By no later than the next Business Day after the application is made, we will request your **Distributor** to connect you.
- (d) If you are applying to enter into this *Agreement*, and we are not the **Responsible Retailer** for your **Supply Address**, we will arrange for you to transfer to the Responsible Retailer. You agree to us taking all necessary steps to effect the transfer in accordance with the **Code**.
- (e) If you apply to receive gas or other retail services and we decide that the **Regulatory Requirements** do not require us to provide gas or other services to your **Supply Address**, we will provide you, as soon as practicable after your application, with notice of our decision not to provide gas or other services to your **Supply Address**.

## 5. Term

### 5.1 Commencement

This **Agreement** commences when you accept our offer to sell gas to you or when a **Agreement** is deemed to exist between us both.

### 5.2 Duration

This **Agreement** will continue until you terminate it (under clause 5.4) or we terminate it (under clause 5.5) or if:

- (a) we both enter into a Negotiated Retail **Agreement** for energy purchased at the **Supply Address** and that **Agreement** comes into effect; or
- (b) another retailer becomes the registered retailer for the **Meter** at the **Supply Address**; or
- (c) we start providing **Customer Retail Services** under a Retail **Agreement** to another **Customer** at the premises; or
- (d) you cease to be responsible to pay for gas consumed at your **Supply Address** under clause 5.3; or
- (e) we are no longer entitled to sell gas due to a **Last Resort Event**.

### 5.3 Vacating Supply Address (moving property)

- (a) If you intend to vacate your **Supply Address** you must give us:
  - (i) at least 5 Business Days notice prior to the date you intend to vacate the **Supply Address**; and
  - (ii) a forwarding address where we can send a final bill.
- (b) When we receive the notice, we will use our best endeavours to arrange for the **meter** to be read at a date and time agreed with you (or as soon as possible after that date if you do not provide access to your **meter** on that date or time) and send a final bill to your forwarding address.
- (c) If you do not provide the required notice, or if you do not provide safe access to your **meter**, you will be responsible for all energy purchased at the **Supply Address** until the earlier of:
  - (i) us becoming aware that you have vacated your **Supply Address** and reading your **meter**; or
  - (ii) you giving us the required notice and providing safe access to your **meter**; or
  - (iii) someone else commencing to purchase energy from us or another retailer for that **Supply Address**.

### 5.4 Termination by you

If you purchase gas from us under a Standard Retail **Agreement** as defined in clauses 1(b)(i) and (iii) and wish to terminate this **Agreement**, you must give us 20 Business Days' notice. All other Customers can terminate this **Agreement** without notice.

## 5.5 Termination by us

We may terminate this **Agreement** if:

- (a) we have disconnected your gas supply under this **Agreement** in accordance with the **Code** and you no longer have a right to be reconnected; or
- (b) you transfer to another retailer for the supply of gas to the **Supply Address** or have entered into a new **Agreement** with us for the supply of gas to the **Supply Address**.

## 5.6 Effect of termination

If your **Agreement** is terminated:

- (a) you will remain liable to make any outstanding payments to us and, if you also vacate the **Supply Address**, you must provide to us a forwarding address where we can send a final bill;
- (b) we will have no obligation to continue selling gas to you under this **Agreement**; and
- (c) the operation of the provisions of this **Agreement** which by their nature survive termination will not be affected.

## 6. Price

### 6.1 Amount

- (a) We will charge you and you must pay us for:
  - (i) gas which we sell to you;
  - (ii) any other services which we supply to you;
  - (iii) any services we use to arrange delivery of gas to the **Supply Address**;
  - (iv) any additional amounts which we may charge you in accordance with the **Regulatory Requirements**, including without limitation any amounts imposed by the **distributor** or otherwise contemplated by this **Agreement**, and those amounts set out in clause 6.3; and
  - (v) other fees and charges related to the goods and services we sell or supply to you under this agreement as set out or referred to in the **Standard Gas Prices**.
- (b) We will calculate the price you will pay for the gas we sell to you in accordance with our **Standard Gas Prices** as varied from time to time and notified to you under clause 6.2.
- (c) The **Standard Gas Prices** applicable at any time are published on our website at: [www.originenergy.com.au](http://www.originenergy.com.au) in accordance with the **Regulatory Requirements**.

## 6.2 Variation of *Standard Gas Prices*

We will give you notice of any variation to the *Standard Gas Prices* as soon as practicable and, in any event, no later than your next bill. All changes to the *Standard Gas Prices* will be available on our website 10 Business Days before the new prices take effect.

## 6.3 Additional amounts

- (a) We may charge you an additional amount if:
- (i) you cause any payment of a bill to be dishonoured or reversed and we incur a fee;
  - (ii) you request us to provide you with a copy of the *Code* (see clause 18.2(b));
  - (iii) you request a copy of this *Agreement* more than once within a 12 month period (see clause 18.2(a));
  - (iv) you are a *Business Customer* and we enter into an instalment plan with you;
  - (v) subject to clause 18.2(c), you request us to provide you with your historical billing data;
  - (vi) with your *Agreement*, we bill you on the basis of a different billing cycle if available to you (see clause 8.1(a));
  - (vii) we estimate your bill because we are unable to read your *Meter* due to your *act* or omission, and you later request a bill based on an actual reading (see clause 8.1(c)); or
  - (viii) other amounts incurred by you under this *Agreement* and payable to the *Distributor*.
- (b) The amount of any additional fee we charge under clause 6.3(a) will be based on our reasonable estimate of the costs we incur.

## 7. GST

- (a) Any amount payable by you, and any consideration provided by you under this *Agreement* which:
- (i) is consideration for “taxable supplies” for the purpose of the *GST Law*; and
  - (ii) does not include *GST*,
- will be increased by the amount of the *GST* payable in relation to that taxable supply.
- (b) All *GST* must be paid at the same time as the payment to which it relates. Where there is no payment, *GST* must be paid as reasonably requested by us.

## 8. Billing and Payment

### 8.1 Bills

- (a) We will bill you at least once every three months for gas unless we agree otherwise with you in writing. Each bill will contain the minimum details required by the **Code**, including:
- (i) the price for the gas we sell you and prices which apply to you including any fees and charges or additional amounts imposed under this **Agreement**;
  - (ii) the total charge you must pay;
  - (iii) the **Due Date**;
  - (iv) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies;
  - (v) a summary of payment methods and payment arrangement options available to you; and
  - (vi) to the extent that data is available, details of your average daily consumption during the billing period and, if we supplied you at your **Supply Address** in the previous year, the average daily consumption for the corresponding billing period in the previous year in accordance with the **Code**.
- (b) An actual reading of your **Meter** will be used to determine the amount of your bill, unless we are permitted by the **Regulatory Requirements** to provide you with an estimated bill. We will calculate any estimated bill in accordance with the **Regulatory Requirements** and will, in any event, use our best endeavours to ensure that your **Meter** is read at least once every 12 months.
- (c) If we provide you with an estimated bill because we are unable to read your **Meter** due to your act or omission we may charge you an additional amount if you later request a bill based on an actual reading of your **Meter**.
- (d) You must pay us the amount specified in each bill on or before the **Due Date** for that bill. To the extent permitted by the **Act**, if you do not pay your bill on time, we may charge you a late payment fee (see **Standard Gas Prices**) and/or require you to pay our reasonable costs of recovering that amount from you.

### 8.2 Payment methods

You may pay your bill using any of the following arrangements:

- (a) in person at an agency or payment outlet;
- (b) by mail;
- (c) by direct debit (provided you agree to certain terms); and
- (d) by any other method which we make available to you.

If you choose to pay by MasterCard or Visa or other payment method where we incur a merchant service fee, an additional fee may apply. Please refer to the *Standard Gas Prices* or the payment options section of your bill for details.

### **8.3 Adjustments**

If we fail to charge, undercharge or overcharge you, we may recover from you or repay to you the relevant amount.

### **8.4 Payment difficulties**

You must contact us if you anticipate that you may not be able to pay a bill on or before the *Due Date*.

### **8.5 Shortened collection cycle**

We may shorten your collection cycle if we have given to you reminder notices for three consecutive bills or disconnection warnings for two consecutive bills. Being placed on a shortened collection cycle will result in you not receiving reminder notices until you have paid three consecutive bills by the *Due Date*.

### **8.6 Assessment and assistance to domestic Customers**

If you are not a *Business Customer* and you notify us under clause 8.4 that you are having payment difficulties we may:

- (a) offer you an instalment plan, unless you have in the previous 12 months failed to comply with two instalment plans and do not provide reasonable assurance to us that you are willing to meet payment obligations under a further instalment plan; and
- (b) provide you with details on concessions that may be available to you (if any), telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

### **8.7 Business Customers**

If you are a *Business Customer* we may, solely at our discretion, consider any reasonable request from you for an instalment plan.

We may impose an additional retail charge if we enter into an instalment plan with you.

## **9. Security Deposits**

If you are not a *Business Customer*, we may require you to pay a *Security Deposit* or provide some other form of credit support to us at any time. We will only use it to recover amounts due in respect of charges related to the supply of energy or connection services arranged by us. The *Security Deposit* will be in the form of a bank cheque, cleared funds, bank guarantee or such other form that we may specify from time to time.

No interest will be payable to you by us at any time or in any circumstances in respect of the *Security Deposit*.

## 10. Credit assessment

- (a) You consent to us conducting a credit assessment of you and to using any information we are permitted by law to use to establish your creditworthiness.
- (b) Where relevant we will comply with the provisions of the *Privacy Act 1988* (Cth) and **Regulatory Requirements**. This may also involve the credit reporting agency creating or maintaining a credit information file containing information about you.
- (c) We may disclose your personal information to a credit reporting agency for the following purposes:
  - (i) to obtain a consumer credit report about you if you have applied for consumer or commercial credit; and/or
  - (ii) to allow the credit reporting agency to create or maintain a credit information file containing information about you.
- (d) We may disclose your personal information to a credit reporting agency for the following purposes:
  - (i) your identity particulars;
  - (ii) the fact that you are entering an Agreement with us;
  - (iii) the fact that we are a current credit provider to you;
  - (iv) any payments overdue for more than 60 days that we have taken steps to recover;
  - (v) information that payments are no longer overdue;
  - (vi) information that in our opinion you have committed a serious credit infringement; and
  - (vii) dishonoured payments - if a cheque from you for more than \$100 has been dishonoured more than twice.
- (e) This information may be given before, during or after the provision of credit to you.
- (f) 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 from a credit reporting agency containing information about you for the purpose of assessing your application.
- (g) If you are taking supply, or have agreed to take a supply, of energy from us you agree we may also exchange permitted credit information about you with other credit providers to assess your creditworthiness and in circumstances of default (either with us or with the other credit provider).

## 11. Disconnection

### 11.1 Grounds for disconnection

We may disconnect your gas supply in the circumstances permitted by the **Regulatory Requirements** and where we have followed the procedures required by the **Code** as detailed in clauses 11.2 to 11.5, including:

- (a) on your request;
- (b) if you fail to pay your bill by the **Due Date**, or failed to adhere to an agreed instalment plan or payment option;
- (c) if, due to your act or omission we, or one of our authorised agents, have been unable to access your **Meter** or your **Supply Address** for three consecutive **Meter** readings;
- (d) if you have refused to provide a **Security Deposit** or acceptable identification when required to do so;
- (e) if you have fraudulently acquired or consumed gas or otherwise contravened any **Regulatory Requirements**;
- (f) for an emergency, health or safety reason, or dangerous situation;
- (g) for the **distributor** to carry out work on the distribution system if reasonable notice given; or
- (h) if there is an insufficiency of supply direction made in accordance with the **Regulatory Requirements**.

### 11.2 Non-payment of a bill

We may only disconnect you on the grounds set out in clause 11.1(b) if:

- (a) we have given you all notices required by the **Code**; and
- (b) we have responded to any payment assistance enquiries made to us, and we have provided you with the information set out in clause 8.6 or 8.7,

and, before disconnection, you:

- (c) do not provide a reasonable assurance to us that you are willing to pay our bills; or
- (d) do so, but then do not meet your obligations.

### 11.3 Denying access to your **Meter**

We may only disconnect you on the grounds set out in clause 11.1(c) if we have given you all notices required by the **Code** and you continue to fail to ensure we are provided access to your **Meter**.

### 11.4 Refusal to provide acceptable identification or **Security Deposit**

We may only disconnect you on the grounds set out in clause 11.1(d), if we have given you all notices required by the **Code** and you continue to fail to provide the acceptable identification or **Security Deposit**.

### 11.5 No disconnection

Despite this clause 11, we must not disconnect you for non-payment of a bill:

- (a) where the amount payable is less than any amount approved (if any) for this purpose in the **Regulatory Requirements**;
- (b) if you have made a complaint directly related to the non-payment of the bill, to the Queensland Energy Ombudsman or another external dispute resolution body and the complaint remains unresolved; or
- (c) if the only charge you have not paid is a charge not for the supply or sale of gas.

## 12. Reconnection

If we have disconnected your gas supply, and you rectify the reason for disconnection within 10 Business Days of disconnection, then at your request, but subject to the **Regulatory Requirements** and your payment of any disconnection or reconnection charges, we will arrange reconnection of your supply within the time specified in the **Code**.

## 13. Access to your **Supply Address** and **Meter**

- (a) You will allow us (and for the purposes of this clause, “us” includes our agents and your **Distributor**) and our equipment to have safe, convenient and unhindered access to your **Supply Address** and **Meter**:
  - (i) to read your **Meter**;
  - (ii) to connect, disconnect or reconnect your supply; and
  - (iii) to inspect or test any **Meter** gas equipment on the **Supply Address**.
- (b) You must allow your **Distributor** and its agents access to the **Supply Address** to undertake repairs, testing or maintenance of the distribution system.

## 14. Other obligations you must comply with

You agree to comply with the **Code**, the **Act** and all other **Regulatory Requirements** insofar as those **Regulatory Requirements** are applicable to you.

## 15. Variation of Agreement

We may vary this **Agreement** at any time:

- (a) in accordance with the **Code**; or
- (b) in accordance with the **Act** (as required) and will notify you of variations as required.

## 16. Liability

### 16.1 Quality of supply

The quality, pressure and continuity of your gas supply are subject to a range of factors including accidents, weather and acts of others such as your **Distributor**. The nature of gas means that we do not guarantee the quality, pressure or continuity of the gas delivered to your **Supply Address**.

### 16.2 Preservation of legislative provisions

This **Agreement** does not vary or exclude the operation of:

- (a) section 315 or 316 of the **Act**; or
- (b) section 856 of the *Petroleum and Gas (Production & Safety) Act 2004* (Qld).

### 16.3 Business Customer's Precautions

If you are a **Business Customer** then you must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of yours, which may result from poor quality, or reliability of gas supply.

### 16.4 Limit on Liability

Our liability under this **Agreement** is limited to the maximum extent permitted by section 68A of the *Trade Practices Act 1974* (Cth). That is, to the extent it is fair and reasonable, our liability for breach of this **Agreement** 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.

## 16.5 Exclusion of implied warranties

To the fullest extent permitted by law, all warranties implied by common law or statute are excluded from this **Agreement** unless expressly included. However, if any part of this **Agreement** is unlawful, unenforceable or invalid, that part is to be treated as removed from the **Agreement**, but the rest of the **Agreement** is not affected.

## 16.6 Not liable for gas

If you are a Business Customer, so far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the gas we sell to you under this **Agreement**. In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure of gas supply or there is a defect in the gas supplied (however caused); or
- (b) some characteristic of the gas makes it unsuitable for some purpose.

## 17. Terms of the Code and Regulatory Requirements

- (a) 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 relevant provision of Regulatory Requirement is incorporated as if it were a term of this **Agreement**.
- (b) If there is any inconsistency between a Regulatory Requirement and the **Agreement Schedule** or the **Agreement Terms**, the Regulatory Requirement will prevail followed by the **Agreement Schedule** and then the **Agreement Terms**. Where there is express inconsistency between a Regulatory Requirement and this **Agreement** the relevant term of the **Agreement** is void and the Regulatory Requirement is deemed to form part of this **Agreement** in its place.
- (c) Where this **Agreement** 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.

## 18. Provision of information & Your Privacy

### 18.1 Your Obligations

You must notify us as soon as possible if any of your details which are known to us change.

### 18.2 Our Obligations

- (a) If you are a **Small Customer**, we will provide you with a free copy of this **Agreement** before supply of gas to your **Supply Address**, or upon request. We may charge you an additional amount for a subsequent request within a 12 month period.

- (b) If you request us to, we will provide you with a copy of the **Code**. We may charge you an additional amount for doing so. You may also inspect the **Code** at the **QCA** website at [www.qca.org.au](http://www.qca.org.au).
- (c) If you request us to, we will use our best endeavours to provide you with any of your historical billing data which we retain for the period you request within the time we may agree. We may charge you an additional amount for doing so unless the historical billing data is required for the purposes of handling a genuine complaint made by you.
- (d) If you request us to, we may also provide you with energy efficiency advice.
- (e) If you provide confirmation that your **Supply Address** is affected by a fault, we will advise the **Distributor** as required by the **Regulatory Requirements**.

### 18.3 Your Privacy

- (a) We collect your personal information and confidential information (including metering data) where it is required under the Regulatory Requirements and because without it we can't provide you with energy and related products and services under our Agreement with you.
- (b) You give your explicit informed consent to our exchanging your information with our related bodies corporate, agents and contractors (such as mail houses, data processing analysts and debt collection agencies) and, where relevant, your Distributor and other energy retailers, where required to provide you with those products and services and also for any other purpose you have consented to or as authorised by law. We may also disclose your personal information to a credit reporting agency in certain circumstances.
- (c) If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information we hold about you, call us on **13 24 62**. Our privacy policy is available at [www.originenergy.com.au](http://www.originenergy.com.au)
- (d) We are committed to providing you with a complete energy service, so we may present you with gas, electricity, Green Products and other household or business service offers in the future (including after your energy agreement with us ends). If at any time you do not wish us to use, or enable our privacy compliant agents and contractors to use, your information for this purpose, please call **13 24 62** or write to **Origin Energy Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001**. We will continue to provide you with these offers until you advise us otherwise.
- (e) By accepting this Agreement, you consent to us collecting, using and disclosing your information as set out above.

## 19. Definitions and Interpretation

### 19.1 Definitions in this Agreement:

“**Act**” means *Gas Supply Act 2003* (Qld).

“**Area Retail Obligation**” means the obligation of the area retailer to provide **Customer Retail Services** to premises located in the retailer’s retail area as provided for in Section 201(1) of the **Act**.

“**Business Customer**” means a **Customer** who is not a **Customer** who purchases gas principally for personal, domestic or household use.

“**Business Day**” means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in the district where your **Supply Address** is located.

“**Code**” means the Gas Industry **Code** approved by the Minister for Mines and Energy and enforced by the **QCA**.

“**Agreement**” means the **Agreement Terms** and **Agreement Schedule** (if any).

“**Agreement Schedule**” means the letter provided to you with these **Agreement Terms** (if any).

“**Agreement Terms**” means this document.

“**Customer**” means:

- (a) the person who accepts an offer for the supply of gas under clause 1(b)(i), or
- (b) the person who is deemed to have an **Agreement** with us for the sale of gas under clause 1(b)(ii), (each a **Standard Retail Customer**); or
- (c) the person who is deemed to have an **Agreement** with us for the sale of gas under clause 1(b)(iii) (**Standard Default Customer**); or
- (d) the person who is deemed to have an **Agreement** with us for the sale of gas under clause 1(b)(iv) (**Transitional Retail Agreement**).

“**Customer Retail Services**” has the same meaning as defined in the **Act**.

“**Distributor**” means the holder of the distribution licence in respect of the distribution system to which your **Supply Address** is connected.

“**Due Date**” means the date by which you must pay your bill.

“**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.

**“Information Notice”** has the same meaning as the **Act**.

**“Large Customer”** means a **Customer** consuming between 1-10TJ of natural gas per annum.

**“Last Resort Event”** means an event which triggers the operation of a retailer of last resort scheme under the **Regulatory Requirements**.

**“Meter”** has the same meaning as in the Queensland Gas Market Retail Rules annexed to the **Code**.

**“Negotiated Retail Contract”** means a contract negotiated between a **Customer** and us for the provision of **Customer Retail Services** at premises under Section 208(1) of the **Act**.

**“QCA”** means Queensland Competition Authority.

**“Regulatory Requirements”** means all relevant legislation, regulations, codes, rules, licences, or standards applicable to participants in the Queensland gas market, and includes, without limitation, the **Code**, the **Act**, the *Petroleum and Gas (Production & Safety) Act 2004* (Qld) and the *Privacy Act 1988* (Cth).

**“Responsible Retailer”** means the retailer registered as the Financially Responsible Organisation (FRO) for the premises in accordance with the Queensland Gas Market Retail Rules annexed to the **Code**.

**“Retail Contract”** means a **Standard Retail Contract**, a **Negotiated Retail Contract**, **Standard Default Contract** or **Transitional Retail Contract**.

**“Security Deposit”** means an amount of money or other arrangement acceptable to the retailer as security against a **Customer** defaulting on a bill.

**“Small Customer”** means a **Customer** consuming less than 1TJ per annum.

**“Standard Gas Prices”** means the prices applicable to supply by us of natural gas and related goods or services under a **Standard Retail Contract**, **Standard Default Contract** or **Transitional Retail Contract** at the **Supply Address**.

**“Supply Address”** means the premises where you take supply from us under the terms of this **Agreement**.

## 19.2 Interpretation

In this *Agreement* unless otherwise stated:

- (a) where this *Agreement* 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;
- (b) a reference to this document or another instrument includes any variation or replacement of any of them;
- (c) the singular includes the plural and vice versa;
- (d) 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;
- (e) 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;
- (f) a day is the period of time commencing at midnight and ending 24 hours later;
- (g) a month is a calendar month;
- (h) 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
- (i) 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 us

[originenergy.com.au](http://originenergy.com.au)

Energy offer enquiries **13 24 63**

Billing enquiries **13 24 61**

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

Email [enquiry@originenergy.com.au](mailto: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 **13 14 50**

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Servicio Telefónico de Intérpretes para otros idiomas.

Per lingue oltre all'inglese contattate il Servizio d'Interpretariato Telefonico

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Natural Gas Emergencies and Escapes

Customers north of the Brisbane River **1800 808 526**

Customers south of the Brisbane River & Toowoomba  
**1800 808 526**

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