

Transitional Retail Contract for Gas

1-10TJ Queensland Customers.



Effective from July 2007

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1. RETAIL CONTRACT

1.1. About this Contract

- 1.1.1** This contract is the retail contract (“Contract”) between AGL Sales (Queensland) Pty Limited (ABN 85 121 177 740) of Level 31, 12 Creek Street, Brisbane, QLD 4000 (“us”) and the person to whom these terms and conditions are expressed to apply under clause 1.1.3 (“you”) for the Supply of natural gas (“gas”).
- 1.1.2** This Contract relates to the supply of gas and related goods and services (also known as “customer retail services”) to you in accordance with the Gas Supply Act and other regulatory instruments made under that Act.
- 1.1.3** This Contract will apply to you (and as a consequence you will be deemed by section 327 of the Gas Supply Act to have a transitional retail contract with us) if you:
- (a) during the period of 12 months ending 1 July 2007, had consumed more than 1TJ, but less than 10TJ, of gas in relation to your Supply Address;
 - (b) purchased gas from us at that Supply Address immediately prior to 1 July 2007 at notified prices; and
 - (c) have not entered into a retail contract with us or another retailer for the purchase of gas for that Supply Address from 1 July 2007.
- 1.1.4** You have the right to enter into a retail contract for the Supply of gas, and if you do, the terms of this Contract will not apply.
- 1.1.5** We may amend this Contract without your prior consent by publishing details of the amendments or the amended Contract on our website.
- 1.1.6** If you request, we will provide you with a copy of this Contract or any amended Contract free of charge.

1.2. About the Regulatory Requirements

- 1.2.1** We must comply with all relevant requirements imposed by the Regulatory Requirements. This includes circumstances where you are under an obligation under this Contract to comply with the Regulatory Requirements.

1.3. Definitions and Interpretation

- 1.3.1** The glossary set out in clause 12 of this Contract provides the meanings of certain words used in this Contract and the rules of interpretation applying to this Contract.

2. SUPPLY COMMENCEMENT AND TERM

2.1. Connection to Distribution Systems

- 2.1.1** In accordance with all applicable Regulatory Requirements, the Supply of gas under this Contract depends on the Supply Address being connected to the Distribution System. The Distribution System is operated by a Distributor.
- 2.1.2** If your Supply Address is already connected to the Distribution System and you do not have a separate contract with your Distributor, and you do not request

otherwise, where available we will obtain connection and distribution services on your behalf. Any charges imposed by your Distributor for these services will either be directly passed through to you or be built into charges payable under this Contract.

2.2. Supply Commencement Date

2.2.1 This Contract will begin on the Supply Commencement Date.

2.2.2 The Supply Commencement Date under this Contract will be 1 July 2007.

2.3. Term of Supply

2.3.1 This Contract has no set term and will continue until:

- (a) terminated by you by giving us:
 - (i) five Business Days written notice if you are vacating the Supply Address; or
 - (ii) written notice if you are not vacating your Supply Address;
- (b) you enter into a negotiated retail contract with us for the Supply of gas to you at the Supply Address;
- (c) another retailer becomes, under an industry code, the registered retailer for the Meter for the Supply Address; or
- (d) we start providing customer retail services under a retail contract to another customer at the Supply Address.

2.4. Transfer to another Retailer

2.4.1 If you decide to terminate this Contract in accordance with its requirements, your transfer to a new retailer will take place at the next scheduled Meter read, which may take up to three months. If the scheduled Meter read does not occur, the transfer will be delayed until the following Meter read.

2.5. Consequences if your gas consumption exceeds 10TJ in a 12 month period

2.5.1 If during the term of this Contract, we become aware that your gas consumption at your Supply Address has exceeded 10TJ in the preceding 12 month period, we will send you a notice telling you:

- (a) what tariff and terms and conditions will apply to you after the date specified in the notice, if you do not exercise any other option; and
- (b) what your other options are, which may include entering into a retail contract with us or any other retailer in relation to your Supply Address.

2.5.2 Unless you enter into another retail contract for your supply address with us or another retailer before the date specified in our notice under clause 2.5.1, your current gas contract with us for your Supply Address will continue at the tariff and on the terms and conditions notified to you by us in our notice under this clause 2.5.

3. TERMINATION

3.1. In-situ Termination

3.1.1 You can terminate this Contract at any time by giving us written notice (In-situ Termination).

3.1.2 If you terminate this Contract under clause 3.1.1 so that you can transfer to another retailer:

- (a) you must inform us of the earliest date you wish to transfer; and
- (b) your transfer to another retailer cannot be completed until you give access to your Meter and an actual Meter read occurs at your Supply Address. If the Meter read is not completed at the next scheduled Meter read date, this transfer may take longer.

3.2. Vacating the Supply Address

3.2.1 You can terminate this Contract by providing us five Business Days written notice of your intention to vacate the Supply Address and we will prepare and send you at the forwarding address you provide, a final bill based on a final Meter Reading or Metering Data obtained from the Supply Address.

3.2.2 If you do not give us notice as set out in clause 3.2.1 or do not allow access to read your Meter or obtain Metering Data, we may continue to charge you for gas used at the Supply Address and your Contract will not end until the earlier of:

- (a) the date your Meter is read or Metering Data is obtained;
- (b) the date a different retailer becomes financially responsible to pay the wholesale market for gas used at that Supply Address; or
- (c) the date another customer enters into an Contract with us for gas used at that Supply Address.

3.3. Consequences of Termination

3.3.1 You are responsible for paying for all gas consumed at the Supply Address at the rates set out in the Price List until this Contract is terminated. Termination will not affect your or our obligation to pay any amount due at the date of or following termination, or any accrued rights or remedies that we or you may have under this Contract.

3.4. New Supply Arrangement with Us

3.4.1 Subject to the terms and conditions of this Contract, if you enter into another Supply arrangement with us, this Contract will end when that arrangement begins.

3.5. Request for Disconnection

3.5.1 If you request that the Supply Address be permanently or temporarily disconnected:

- (a) we will use our Best Endeavours to ensure that your Supply Address is disconnected as you have instructed;
- (b) this Contract will terminate on the date of that disconnection; and
- (c) we will prepare and send you at the forwarding address

you provide, a final bill based on a final Meter Reading or Metering Data obtained from the Supply Address.

3.6. Termination for Breach

3.6.1 If you breach this Contract, we may terminate this Contract once one of the following occurs:

- (a) your Supply Address has been disconnected in accordance with the terms of this Contract (and you do not have a right under clause 4.8.1 of this Contract to be reconnected);
- (b) you have entered into a new contract with us or another retailer; or
- (c) another retailer has become financially responsible to pay the wholesale market for gas used at the Supply Address.

3.7. Last Resort Event or Insufficiency of Supply Direction

3.7.1 This Contract will terminate if we are no longer entitled to sell gas due to a Last Resort Event or Insufficiency of Supply Direction.

4. DISCONNECTION FOR BREACH

4.1. Non-payment

4.1.1 We may disconnect the Supply of gas to your Supply Address or request that the Distributor disconnect the Supply of gas to your Supply Address if:

- (a) you fail to pay any bills for the current or any previous Supply Address by the pay-by-date or in accordance with an agreed instalment plan or other payment option; and
- (b) we have provided you with two written disconnection warnings at least one week apart (which advise you of your right to refer the disconnection to the Energy Ombudsman if you dispute our disconnection right) giving you 10 Business Days notice from the date of the first disconnection notice of our intention to disconnect your gas Supply.

4.1.2 Subject to clause 4.1.1, we will disconnect your gas Supply immediately if you have not paid or taken reasonable steps to settle your bill before the expiry of the notice period in the disconnection warning.

4.2. Denial of Access

4.2.1 We may disconnect the Supply of gas to the Supply Address or request that the Distributor disconnect the Supply of gas to the Supply Address if:

- (a) due to acts or omissions on your part, access to the Supply Address for the purpose of Reading the Meter is not possible for three consecutive bills.; and
- (b) we have given you two written disconnection warnings at least one week apart giving you 10 Business Days notice from the date of the first disconnection notice of our intention to disconnect your gas Supply.

4.3. Unauthorised or Illegal Access

4.3.1 If you have obtained gas in a way that is not in accordance with this Contract or any relevant Regulatory Requirements, we may immediately disconnect the Supply Address or request that the Distributor disconnect the Supply Address.

4.4. Refusal of Security or Advance Payments

4.4.1 If you refuse to pay a security deposit or to provide a bank guarantee or give reasonable advance payments where they are required by us, we may provide you with two written disconnection warnings at least one week apart giving you 10 Business Days notice from the date of the first disconnection notice of our intention to disconnect the Supply Address and disconnect the Supply of gas to your Supply Address if you continue this refusal after the expiry of the notice period.

4.5. Refusal of Acceptable Identification

4.5.1 If you refuse or fail to provide Acceptable Identification when requested by us, we may provide you with two written disconnection warnings at least one week apart giving you 10 Business Days notice from the date of the first disconnection notice of our intention to disconnect the Supply Address and disconnect the Supply of gas to your Supply Address in accordance with the notice.

4.6. Restrictions on Our Power to Disconnect

4.6.1 We will not disconnect the Supply Address except in accordance with any applicable Regulatory Requirement.

4.7. Disconnection Fee

4.7.1 Where we have arranged for the disconnection of the Supply of gas to the Supply Address due to your non-payment or an act or omission by you, we may charge you a Disconnection Fee.

4.8. Reconnection

4.8.1 Where we have arranged for the disconnection of the Supply of gas to the Supply Address and you have, within 10 Business Days of the date on which the Supply Address was disconnected:

- (a) made a request for reconnection;
- (b) rectified the ground on which the disconnection was based (where the disconnection was not at your request), and
- (c) paid us any reasonable Reconnection Fee for the reconnection,

we will initiate a request for the reconnection of the gas Supply to the Supply Address

4.9. Exercise of Discretion

4.9.1 Where we have the right to disconnect the Supply Address, we may at our discretion elect not to do so based on:

- (a) the nature of the grounds under which our right to

disconnect arise, including whether these grounds were beyond your reasonable control or were accidental but not negligent;

- (b) any factors arising from your history with us, including your conduct under this Contract and any previous Supply arrangements;
- (c) our evaluation of the likelihood that you will fulfil your obligations under this Contract in the future; and
- (d) the consistent application of our policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).

4.9.2 The exercise of our discretion not to disconnect the Supply Address is not a waiver of our right to do so, and we may decide to disconnect the Supply Address according to this Contract at any time until the grounds for disconnection are rectified.

5. CHARGES AND VARIATIONS

5.1. Charges and Variations

5.1.1 The initial fees and charges for gas are as set out in the Price List and as updated regularly on our website. Unless otherwise stated, all charges are inclusive of GST (where applicable). We will ensure our fees and charges are consistent with any applicable Regulatory Requirements as some of the charges are regulated by law.

5.1.2 The fees and charges payable under this Contract may include:

- (a) a supply or service fee;
- (b) a gas usage charge, calculated by multiplying your consumption by the relevant rate applying to that consumption (different rates may apply to different quantities of gas supplied); and
- (c) other fees and charges that reflect our costs of providing or arranging services under this Contract, as set out in the Price List or otherwise notified to you.

5.2. Variation of Charges

5.2.1 We may vary the fees and charges under this Contract at any time by:

- (a) publishing a notice on our website setting out the new fees and/or charges (or a methodology for fixing the new fees and/or charges) and the date the new fees and/or charges will take effect; and
- (b) giving you a copy of that notice with, or in, your next bill after the date that variation is to take effect.

5.2.2 If the date on which the variation is to take effect occurs during a Billing Period, then the charges payable for that Billing Period will be calculated on a pro-rata basis using:

- (a) the old fee and/or charge up to but not including the date the variation took effect; and
- (b) the new fee and/or charge from and including that date to the end of the Billing Period.

- 5.2.3** Where during a billing cycle you change from one type of tariff to another type of tariff, we must (if it is necessary to do so due to the change in the type of tariff applying to you):
- (a) obtain a Meter Reading (or Metering Data) at the time the type of tariff changes; and
 - (b) calculate your bill using:
 - (i) the old type of tariff up to but not including the date of the Meter Reading; and
 - (ii) the new type of tariff from and including the date of the Meter Reading.
- 5.2.4** Where you notify us of a change in use of your Supply Address, we may need to transfer you to a tariff that is applicable for the use of that Supply Address. If you fail to give the notice required we may, upon written notice to you, transfer you retrospectively to the applicable tariff.

6. BILLING AND PAYMENTS

6.1. Format and Timing of Bills

- 6.1.1** We will use our Best Endeavours to issue a gas bill to you every quarter at your Supply Address (unless another address is nominated) unless we agree otherwise with you in writing .
- 6.1.2** A notice or a bill is deemed to have been received by you:
- (a) on the date we provide it to you in person, it is left at your Supply Address or it is successfully faxed to you (which occurs when we receive a transmission report to that effect);
 - (b) on the date two Business Days after it is posted to your Supply Address or a contact address; or
 - (c) where use of email has been agreed, on the date of transmission unless we receive notice that delivery did not occur or has been delayed.
- 6.1.3** Each bill will identify the charges for gas and will set out any other information as required by the Regulatory Requirements.
- 6.1.4** If we provide goods and/or services in addition to the Supply of gas, those items must be billed separately or as separate items on the bill. We will apply payments for those goods or services as you direct. If you do not direct how to apply payment, we will apply payment to charges related to the Supply of gas first and then to the additional goods or services.
- 6.1.5** We will provide you with information on the charges in your bill relating to the Supply of gas if requested.

6.2. Calculation of Bills

- 6.2.1** Your bill will be based on:
- (a) an actual Meter Reading at your Supply Address by the Distributor or responsible person in accordance with the Regulatory Requirements;
 - (b) Metering Data for your Supply, provided by the

Distributor or the person responsible according to the Regulatory Requirements; or

- (c) an estimation of gas usage at your Supply Address by the Distributor or responsible person in accordance with the Regulatory Requirements.

6.2.2 We will use our Best Endeavours to ensure that an actual Meter Reading of your Supply Address is performed at least once every 12 months, or that Metering Data is obtained as frequently as is required to prepare your bill, and in any event, every 12 months.

6.2.3 If we base your bill on an estimate of gas usage provided to us by your Distributor or responsible person in accordance with the Regulatory Requirements and an actual Meter Reading is subsequently performed, we will adjust your next bill to take account of the actual Meter Reading.

6.2.4 Where you have denied access to a Meter for the purpose of Reading that Meter and you subsequently request that we replace an estimated bill with a bill based on a Reading of the Meter, we will use our Best Endeavours to comply with that request but we may pass through to you any costs we incur in doing so.

6.3. Review of Bills

6.3.1 We will review your bill at your request, provided that you agree to pay any future bills that are properly due and the greater of:

- (a) the portion of the bill that you and we agree is not in dispute; or
- (b) an amount equal to your average bill amount in the previous 12 months (excluding the bill under review).

6.3.2 We will inform you of the outcome of the review of your bill as soon as reasonably possible but in any event within 20 Business Days.

6.3.3 If our review shows the bill to be correct, you must pay the amount of the bill in full or request a Meter inspection or Meter test under clause 6.5.1. If our review shows the bill to be incorrect, clause 6.5.3 will apply.

6.4. Meter Reading

6.4.1 We will use our Best Endeavours to ensure that your Meter is read or your Metering Data is obtained at least once every 12 months.

6.4.2 If you request a special Meter Reading outside your scheduled Meter Reading cycle we will arrange for this to occur. You agree to pay us the Special Meter Read Fee in advance if you request a special Meter Reading.

6.5. Meter Testing

6.5.1 If we are reviewing your bill under clause 6.3.1 and you request:

- (a) that your Meter be inspected;
 - (b) that your Meter be tested; or
 - (c) a special Meter Reading,
- we will arrange for this to occur.

- 6.5.2** You must pay us in advance:
- (a) the Meter Inspection Fee;
 - (b) the Meter Testing Fee; or
 - (c) the Special Meter Read Fee,
- as applicable, for the services you request under clause 6.5.1.
- 6.5.3** We will refund any fee you are charged pursuant to clause 6.5.2 or offset it against the amount of your bill that is still outstanding if the relevant inspection, test or Meter Reading reveals that your bill is incorrect due to a faulty Meter.

6.6. Bill Adjustment

- 6.6.1** If your bill covers a period other than your usual Billing Period, we will adjust any Supply charges and any gas usage calculation on a pro-rata basis.

6.7. If There is an Error in a Bill

- 6.7.1** If there are errors in your bill or if we are informed of errors in the amount of gas delivered to your Supply Address, we will refund any amount overcharged or charge you the amount that you were undercharged in accordance with this clause 6.7.
- 6.7.2** If, you were undercharged for the Supply of gas (including the omission of any charges) we will recover all amounts undercharged for the Supply of gas, and we may recover the amount undercharged as a separate item(s) in a subsequent bill together with an explanation of the amount(s).
- 6.7.3** You will not be charged interest on any undercharged amount. If you request it, we will offer you the option of paying the undercharged amount in agreed instalments over a period being no longer than:
- (a) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
 - (b) in any other case, 12 months.
- 6.7.4** If we have undercharged you as a result of fraud, or use of gas otherwise than in accordance with this Contract, we may:
- (a) estimate your gas usage for which you have not paid; and
 - (b) bill you or take debt recovery action for the amount you have not paid.
- 6.7.5** If you were overcharged and:
- (a) you have already paid the overcharged amount, we will use our Best Endeavours to credit that amount to your next bill; or
 - (b) you have ceased to purchase gas from us, we will use our Best Endeavours to repay that amount to you within 10 Business Days of us becoming aware of the error.
- 6.7.6** If you were overcharged otherwise than as a result of an act or omission of either us or your Distributor, we are only required to credit or pay you the amount you were

overcharged in the 12 months before the error was discovered.

6.7.7 We are not obliged to pay you interest for any overcharging.

6.8. Payments

6.8.1 You are required to pay your bill by the date specified in the bill as the pay-by-date. The pay-by-date will be not less than 12 Business Days from the date the bill is posted to you unless you agree otherwise. If you do not pay your bill in full or make other arrangements with us by the pay-by-date, then unless the unpaid amount is the subject of an unresolved dispute, we may charge a Late Payment Fee and/or a Debt Collection Fee.

6.8.2 During the Term of your Contract, the available methods for paying each bill will be in person at a network of agencies or payment outlets, by mail, cash, direct debit or BPay[™], or any other method as set out on the back of your bill.

6.8.3 If you pay by cheque, direct debit or credit card and the payment is dishonoured or reversed by your financial institution, you must reimburse your financial institution for all fees charged by it as a result. You must also reimburse us for all reasonable fees incurred by us as a result.

6.8.4 If you pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card), you may be charged a payment processing fee.

6.8.5 On request from you, we will accept payment in advance. The acceptance of an advance payment does not require us to credit any interest to the amounts paid in advance.

6.9. If You Have Trouble Paying

6.9.1 You must notify us if you are experiencing difficulty in paying your bill.

6.9.2 If you notify us or we believe that you are experiencing difficulty in paying your bill or that you require financial assistance, we may, depending on your circumstances, provide you free of charge with a payment arrangement

6.9.3 We will not commence legal proceedings for debt recovery until we have complied with the above requirements or while you continue to make payments under a payment arrangement agreed with us.

6.10. Direct Debit

6.10.1 If we offer you the option of payment directly from your bank account, we will do so on terms consistent with the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct.

6.11. Shortened Billing Periods

6.11.1 We may place you on a shortened collection period if we have issued you with three consecutive reminder notices in respect of three consecutive bills or two consecutive disconnection warnings.

6.12. Security Deposits

6.12.1 Subject to all applicable Regulatory Requirements, we may require you to provide a security deposit before

connection or reconnection of Supply of gas to your Supply Address.

- 6.12.2** If requested, you must provide the security deposit or any increase in the security deposit within five Business Days of our request.
- 6.12.3** The security deposit will be no more than:
- (a) if you receive quarterly bills - the greater of \$150 or 1.5 times your estimated quarterly gas bill; or
 - (b) if you receive monthly bills - the greater of \$500 or 2.5 times your estimated monthly gas bill.
- 6.12.4** We will base the estimated monthly or quarterly bill on:
- (a) your previous billing history;
 - (b) the previous billing history at the Supply Address; or
 - (c) typical gas usage of customers of the same type as you.
- 6.12.5** We will repay your security deposit (or any bank guarantee that we have accepted in lieu of a security deposit) within 10 Business Days of you ceasing to purchase gas from us at the Supply Address by crediting the amount of the security deposit to your next bill.
- 6.12.6** We may use the security deposit to offset any amount owed by you to us if you are disconnected for failure to pay and no longer have a right to be reconnected, or if you vacate your Supply Address, request disconnection or transfer to another retailer.

6.13. Interest on Overdue Payments

- 6.13.1** To the extent permitted by the Regulatory Requirements, we may charge you interest on any amounts owing that:
- (a) are not paid by the pay-by-date; and
 - (b) we have not agreed to defer, including through an alternate payment arrangement.
- 6.13.2** Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at the lower of:
- (a) the Contract Interest Rate; and
 - (b) any maximum rate prescribed by the Regulatory Requirements.

7. INFORMATION, PRIVACY AND COMMUNICATION

7.1. Information We Require From You

- 7.1.1** You must advise us promptly if there is any change in:
- (a) responsibility for paying your gas account;
 - (b) your contact details;
 - (c) the major purpose of using gas at your Supply Address;
 - (d) access to the Meter; or
 - (e) the internal gas pipes or appliances which may affect the quality or safety of the gas supplied under this Contract.
- 7.1.2** Our obligations under this Contract are subject to you providing us with this information and any other Personal Information we reasonably request from you. We may not

be able, or may refuse, to Supply gas to you if you do not provide this information.

7.1.3 You also authorise:

- (a) us to request from your Distributor your gas usage data for the 12 months preceding your last Meter read; and
- (b) your Distributor to release to us your gas usage data for the 12 months preceding your last Meter read.

7.2. How We Use and Disclose Personal Information About You

7.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the *Privacy Act 1988*.

7.2.2 We need to collect the Personal Information in this Contract to Supply you with gas and sell you gas and, if necessary, to transfer you from your existing supplier. We may use and disclose Personal Information about you for this and related purposes, including to send you information about other products and services of any company in the AGL Group, and to ensure that Personal Information and other information we have about you in our databases is accurate, complete and up to date. Subject to clause 7.2.3 below, you authorise us to use and disclose Personal Information for these purposes. You also authorise us to exchange Personal Information about you with any company in the AGL Group, our agents, contractors, franchisees, and other organisations (such as distributors or organisations that process and distribute our contracts and bills) and for them to use Personal Information exchanged in this way for the purposes outlined above. This acknowledgment is made for the purposes of the *Privacy Act 1988*.

7.2.3 If you do not wish to receive marketing information and offers from us or any company in the AGL Group, or if you do not wish any AGL Group company to use your Personal Information for the above purposes, please contact us on 131 245.

7.2.4 You acknowledge that in certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including your name, address and other details. Such uses or disclosures may include, without limitation:

- (a) disclosures to your Distributor, other gas suppliers, Metering providers, transmission companies or other market operators for the purpose of:
 - (i) connecting your Supply Address to the Distribution System and administering your Contract; and
 - (ii) complying with the Regulatory Requirements;
- (b) disclosures to certain law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
- (c) uses or disclosures in accordance with a court order;
- (d) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or

- (e) uses to assist in internal investigations into suspected fraud or other unlawful activities.

7.2.5 You also authorise us to seek from, or give to:

- (a) credit reporting agencies;
- (b) other credit providers;
- (c) the Distributor or another retailer of gas; or
- (d) our agents, contractors and franchisees,

such information about your credit worthiness, credit standing, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting agencies under the *Privacy Act 1988* and other applicable Regulatory Requirements.

7.2.6 This Contract constitutes a contract for consumer credit. We may give credit information to a credit reporting agency for the purpose of obtaining a consumer credit report about you and/or allowing the credit reporting agency to create or maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. This information is limited to: your name and address; the fact that you have applied for credit under this Contract; the fact that we provide credit to you; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; information that, in our opinion, you have committed a serious credit infringement; or information about cheques drawn by you for \$100 or more which have been dishonoured more than once.

7.3. Access to Information

7.3.1 We will provide you with access to Personal Information we hold about you, on request, unless we are permitted to or required by any Regulatory Requirements (including the *Privacy Act 1988*) to refuse such access. If you wish to seek access to any of the Personal Information we hold about you, please contact us on 131 245. To find out more about our Privacy Policy please visit www.agl.com.au

7.4. Means of Communication

7.4.1 Except where a particular method of communication is specified in this Contract or any Regulatory Requirement:

- (a) any communication between us and you under this Contract may be in writing, by telephone or by electronic means such as email to an agreed address;

and

- (b) any communication under this Contract required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

8. YOUR OBLIGATIONS IN USING GAS

8.1. General Obligations

8.1.1 Our obligations under this Contract are subject to you complying with the following requirements:

- (a) you must comply with the Regulatory Requirements

- where applicable, and must give effect to any of the Distributor's rights under the Regulatory Requirements;
- (b) you must pay all relevant fees and charges in relation to Supply at the Supply Address, and continue to pay for gas by the pay-by-date specified on the bill;
 - (c) you must not allow gas directed to the Supply Address to be used at another address, or take at your Supply Address any gas provided by us directed to another address;
 - (d) you must not resupply gas supplied under this Contract to any other person unless specifically agreed to by us in writing or unless permitted by Regulatory Requirements;
 - (e) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
 - (f) if we Supply gas to you for a specific purpose, you must not use the gas for another purpose; and
 - (g) you must use your gas in a safe and approved manner.

8.2. Unauthorised Access

8.2.1 If you obtain gas from us otherwise than as permitted by this Contract we may take action to disconnect Supply, estimate the usage for which you have not paid and take debt recovery action for the unpaid amount and any disconnection and reasonable legal costs. If your actions result in damage to our (or the Distributor's) equipment, we (or the Distributor) may recover from you the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

8.3. Protection and Maintenance of Your Gas Supply

8.3.1 To enable us to provide you with a reliable safe Supply of gas, you must:

- (a) keep the gas installations at your Supply Address in safe condition;
- (b) protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution Systems to be carried out;
- (d) not allow a person other than someone you believe to be an accredited gas installer to perform work on a gas installation;
- (e) not use the gas Supply in a manner that may interfere with the Distribution Systems or Supply to any other gas installation or cause damage or interference to a third party; and
- (f) not interfere or allow someone to interfere with the Distribution System which delivers gas to the Supply Address, or with any Metering equipment at the Supply Address.

8.4. Access to Supply Address

8.4.1 You must give us and the Distributor safe, convenient and unhindered access to the Supply Address for the following purposes:

- (a) to read the Meter;
- (b) to connect or disconnect Supply;
- (c) to inspect or test gas installations as appropriate; or
- (d) to inspect, repair, test or maintain the Distribution System.

8.5. If You Are Not the Owner of the Supply Address

8.5.1 If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Contract. Therefore, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf, where that agreement is necessary to enable us to carry out our obligations.

9. OUR RESPONSIBILITIES IN SUPPLYING GAS

9.1. Force Majeure Event

9.1.1 If a Force Majeure Event results in either party being in breach of this Contract, the obligations of each party will be suspended for the duration of the Force Majeure Event, except any obligations to pay money.

9.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those effects.

9.1.3 For the purposes of clause 9.1.2, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a telephone service as soon as practicable.

9.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

10. COMPLAINTS AND DISPUTE RESOLUTION

10.1. Your Right to Review

10.1.1 You may make a complaint to us about any decision we have made in relation to our Supply of gas to the Supply Address.

10.2. Complaints Handling and Dispute Resolution Procedure

10.2.1 Subject to anything to the contrary in this Contract, when we receive a complaint from you, we will deal with your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure, which complies with Australian Standard 4269 and is outlined below.

10.3. Outline of Review Process

Telephone Complaint

10.3.1 You may telephone us on the number set out on your bill or otherwise communicated to you, to notify us of any complaint in relation to our Supply of gas to the Supply Address.

10.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

Written Complaint

10.3.3 Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.

10.3.4 On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within 28 days with our decision.

Referral to Higher Level

10.3.5 Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at the higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

10.4. Detailed Review Process Available

10.4.1 Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

11. GENERAL

11.1 Quality of gas

11.1.1 As a gas retailer, we do not have control over the process or distribution of gas. The quality, pressure and continuity of the supply of gas to your Supply Address is subject to a range of factors, including accidents, weather and acts of third parties.

11.2. Our Liability

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

11.2.2 The Commonwealth *Trade Practices Act 1974* and the *Fair Trading Act 1989 (Qld)* automatically incorporate conditions, warranties and rights for your benefit and protection into this Contract, if you are what those laws call a "consumer". If you are a consumer under those laws, this Contract cannot lessen the benefits those laws give, except to the extent permitted by those laws.

11.2.3 To the extent permitted by those laws, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided under this Contract, its quality, fitness or safety, other than those set out in this Contract.

11.2.4 Where conditions, warranties or undertakings are implied by those laws and cannot be excluded, to the extent permitted by law, our liability for breach of these conditions, warranties or undertakings is (at our option) limited to:

(a) providing equivalent goods or services provided under

- this Contract to your Supply Address; or
- (b) paying you the cost of replacing the goods or services provided under this Contract to your Supply Address, or acquiring equivalent goods or services.

11.3. Not Liable

11.3.1 As 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 Contract.

11.3.2 In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure in the gas Supply, or there is a defect in the gas supplied (however caused); or
- (b) some characteristics of the gas make it unsuitable for some purposes.

11.4. Protections not excluded

11.4.1 Nothing in this Contract varies or excludes in any way the operation of sections 315 and 316 of the Gas Supply Act or section 856 of the *Petroleum and Gas (Production and Safety) Act 2004* (Qld).

11.5. Survival of Certain Clauses

11.5.1 Clauses 7.2, 11.1, 11.2, 11.3 and 11.4 survive the termination of this Contract.

11.6. GST

11.6.1 The charges specified in the Price List and on the AGL website are inclusive of GST unless otherwise specified. If the rate of GST changes after the date of this Contract, we may adjust the amounts payable to reflect that change from the date the change is effective.

11.6.2 Where any amounts payable or other consideration provided in respect of supplies made under this Contract (Payments) are expressed to be exclusive of GST, the Payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.

11.6.3 Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.

11.7. Waiver and Variation

11.7.1 Except as otherwise provided in this Contract, a right created under this Contract may not be waived except in writing signed by the party granting the waiver.

11.8. Assignment

11.8.1 You consent to us assigning our rights or novating or transferring our rights and obligations under this Contract on notice to you. Notice may be given by publishing details in a state-wide newspaper or on our website at www.agl.com.au

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

11.9. Applicable Law

11.9.1 This Contract shall be governed by the laws of Queensland.

11.9.2 We and you submit to the non-exclusive jurisdiction of the courts of Queensland.

12. GLOSSARY OF TERMS

12.1. Definitions

In this Contract unless the context otherwise requires:

Acceptable Identification includes:

- (a) one or more of the following:
 - (i) a driver's licence, a current passport or other form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and
 - (iii) a birth certificate;
- (b) where you are a sole trader or partnership, one or more of the following for each of the individuals that conduct the business:
 - (i) a driver's licence, a current passport or other form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and
 - (iii) a birth certificate; and
- (c) where you are a body corporate, the body corporate's Australian Company Number or Australian Business Number.

AGL Group means AGL Energy Limited (ABN 74 115 061 375) and its related bodies corporate (as that term is defined in the *Corporations Act 2001*) and for the avoidance of doubt, for the purposes of this Contract includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

Best Endeavours means to act in good faith and use all reasonable efforts, skill and resources.

Billing Period means the length of the Supply period covered by each bill, as set out in clause 6.1.1.

Business Day means a day other than a Saturday, a Sunday or a Public Holiday and in respect of clause 3.2.1 also excludes a Local Holiday in the district where a Supply Address is located.

Code of Banking Practice means the code of that name published by the Australian Bankers' Association.

Complaints Handling and Dispute Resolution Procedure means the procedure we have in place from time to time regarding any complaint you may make to us about your Contract or the Supply of gas to your Supply Address. This procedure complies with Australian Standard 4269.

Consumer Price Index means the Consumer Price Index (All Groups) Average of Eight Capital Cities published from time to time by the Australian Bureau of Statistics or any replacement body.

Contract means this retail contract for the Supply of gas.

Contract Interest Rate means, for a financial year, the Reserve Bank of Australia Cash Rate Target (which is commonly known as the official interest rate) as at the previous 1 June, less one full percentage point, or such other rate approved by the QCA.

Debt Collection Fee means the amount, calculated reasonably and as published in the Price List, that we may charge you for our costs incurred in sending debt collection personnel to your Supply Address if you do not pay your bill in full or make other arrangements with us by the pay-by date. The fee may include:

- (a) an attendance (field visit collection) fee where debt collection personnel visit your Supply Address and there is no access or where you are not present, to the extent permitted by Regulatory Requirements; and/or
- (b) a field visit collection fee where you are present during a debt collection visit.

Disconnection Fee means the amount, calculated reasonably and as published in the Price List, that we may charge you for disconnection of the Supply of gas to the Supply Address.

Distribution System means a network of pipes, Meters and controls used to Supply gas, or a Distributor uses to transport gas for supply to customers.

Distributor means the entity or person who is licensed to own or operate the pipes we use to Supply you with gas.

Electronic Funds Transfer Code of Conduct means the code of that name issued by the Australian Securities and Investments Commission, available at www.asic.gov.au

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 the normal operation of the Supply network in the state of Queensland or which destroys or damages, or threatens to destroy or damage any property in the state of Queensland.

Force Majeure Event means an event outside our or your control.

Gas Market Retail Rules means the rules for the operation of the gas market annexed as annexure A to the Gas Industry Code.

Gas Supply Act means the *Gas Supply Act 2003* (Qld).

Increased Tax Cost Event means where a new Tax is imposed or the basis for imposing or calculating any existing Tax changes, and includes a change to the interpretation of any law related to a Tax.

In-situ Termination means termination of this Contract other than for the purpose of vacating your Supply Address.

Insufficiency of Supply Declaration means a declaration by the Queensland Minister for Mines and Energy that Part 5 of the Gas Supply Act applies to a stated area, where the Minister reasonably believes the supply of fuel gas in the area:

- (a) is, or is likely to be, disrupted; or
- (b) is, or is likely to become, insufficient for the reasonable requirements of the community, or a part of the community, in the area.

Insufficiency of Supply Direction means a direction by the Queensland Minister for Mines and Energy to do or not do

something to ensure the safe supply of fuel gas to customers in the area the subject of an Insufficiency of Supply Declaration.

Last Resort Event means an event that triggers the operation of the retailer of any last resort scheme approved by the QCA.

Late Payment Fee means the amount, calculated reasonably and as published in the Price List, that we may charge you if you do not pay your bill in full or make other arrangements with us by the pay-by-date.

Local Holiday means a show holiday or special holiday appointed for a particular district under the *Holidays Act 1983* (Qld).

Meter means an instrument that measures the quantity of gas passing through it and includes associated equipment attached to the instrument to control or regulate the flow of gas.

Metering Data has the meaning given to that term in the Gas Market Retail Rules.

Meter Inspection Fee means the amount, calculated reasonably and as published in the Price List, that you must pay us in advance for physically inspecting your Meter for faults at your Supply Address.

Meter Testing Fee means the amount, calculated reasonably and as published in the Price List, that you must pay us in advance for physically testing your Meter at your Supply Address.

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

Price List means the list of fees and charges payable for the Supply of gas and related services from us to you under this Contract as published on our website at www.agl.com.au/qldgaspricelist and as varied from time to time in accordance with this Contract.

Public Holiday means a Queensland wide public holiday as appointed under the *Holidays Act 1983* (Qld).

QCA has the meaning given in the Gas Supply Act.

Reading means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

Reconnection Fee means the amount, calculated reasonably and as published in the Price List, that we may charge you for reconnection of the Supply of gas to the Supply Address (and which includes the Distributor's charges for reconnection).

Regulatory Requirements means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administration or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

Special Meter Read Fee means the amount, calculated reasonably and as published in the Price List, that we may charge you for any Readings of your Meter that occur outside the scheduled reading timetable.

Supply means the supply and sale of gas by us to you.

Supply Address means:

- (a) the address for which you purchase gas from us where there is only one supply point or connection point at that address; or
- (b) where there is more than one supply point or connection point at that address, each supply point or connection point through which you purchase gas.

Supply Commencement Date means the date described in clause 2.2.2 as the Supply Commencement Date.

Tax means any present or future royalty, tax, levy, impost, deduction, carbon tax or greenhouse gas emission tax (or similar tax), assessment, reduction, charge, excise, fee, withholding or duty of any nature imposed by any government, or any governmental, semi-governmental or other body authorised by the law (other than a tax imposed on our overall net income).

Term means the period commencing on the Supply Commencement Date and continuing until terminated in accordance with this Contract.

TJ means one terajoule.

12.2. Interpretation

In this Contract, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to "include" or "including" are non-exhaustive and do not imply any limitation;
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
- (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Contract;
- (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without

- limitation, persons taking by novation) and permitted assigns;
- (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
 - (l) when capitalised, other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
 - (m) a period of time which:
 - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day;
 - (n) an event which is required under this Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
 - (o) words defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning when used in clauses 6 and 11.6 of this Contract.

www.agl.com.au

AGL Sales (Queensland) Pty Limited ABN 85 121 177 740