

Your Natural Gas Terms and Conditions NSW

Terms and Conditions for the Supply of Natural Gas to Small Retail Customers – New South Wales

1. Introduction

- 1.1 Essential Energy is a statutory state-owned corporation incorporated under the Energy Services Corporation Act 1995.
- 1.2 Essential Energy's contact details are:
Address: Essential Energy
PO Box 718
Queanbeyan, NSW 2620
Phone: **13 23 91**
Website: **www.essentialenergy.com.au**
- 1.3 The meaning of any terms and expressions capitalised in this Contract are explained in clause 2 of this Contract.
- 1.4 The offer for Supply of gas to the Customer's Supply Address is set out in Form A provided to the Customer by Essential Energy and is based on the terms and conditions set out in this Contract.
- 1.5 The offer is from Essential Energy. Should the Customer decide not to accept the Energy Offer, the Customer will continue to be supplied gas under the Customer's current contract with the Customer's current gas supplier.

2. Definitions and Interpretations

- 2.1 In this Contract unless the contrary intention appears:

Approved Last Resort Arrangement: means a gas supply arrangement referred to in clause 42(3) (b) of the Gas Supply (Natural Gas Retail Competition) Regulation 2001.

Authorised Officer: means a person, whether or not the person is Essential Energy's employee, who is appointed by Essential Energy to be an authorised officer under any applicable laws.

Availability Charge: means a daily charge in cents per day as set out in the Form A.

Billing Period: means at least every three months.

Business Day: means a day not being a Saturday or Sunday or public holiday in New South Wales.

Change of Control: means that the persons or entities who collectively are able to control the Customer, whether directly or indirectly, at the date of this Contract cease to have such control.

Code: means any code of practice with which Essential Energy is obliged by law to comply with.

Commencement Date: means the date the Customer signs this Contract.

Connection Costs: means any costs levied by the Distributor for connecting the Supply Address to the Distribution System.

Consumption: means the metered quantity of gas consumed at the Supply Address.

Continuation Notice: has the meaning given in clause 15.1.

Contract: means the contract between Essential Energy and the Customer, comprising Form A and the terms and conditions contained in this document, together with any schedules and annexures and/or appendices forming part of this document.

Cooling-Off Period: means a period of 10 Business Days starting from the Commencement Date.

Customer: means you, being a Small Retail Customer.

Customer's Proportion: means an amount calculated by Essential Energy in accordance with any applicable laws based on Consumption, if the relevant cost is referable to Consumption, and otherwise based on other factors including but not limited to the Customer's size, the location of the Supply Address or other relevant factor. Essential Energy will also determine the period of time over which the cost should be amortised and charged to the Customer.

Default Price: means the standard default price determined from time to time by Essential Energy as being applicable to its contestable customers.

Delivery Point: means the point on the Distribution System at which gas is withdrawn from the system for delivery to the Customer.

Distribution Services: means

- (1) the connection of the Supply Address to the Distribution System to allow natural gas to be supplied to the Customer; and
- (2) any increase in the maximum capacity of the existing connection to the Distribution System at the Supply Address.

Distribution System: means the gas pipes and associated reticulation equipment that are used to convey and control the conveyance of gas from the distribution pipeline for natural gas to the Supply Address.

Distributor: means the operator of the Distribution System which may be Essential Energy or an unrelated company.

Energy Charges: means the charges based on the option the Customer selects when the Customer signs this Contract as set out in the Form A:

the relevant charges and rates are listed in the Form A on both a GST exclusive and GST inclusive basis. The price payable by you, the Customer is the GST inclusive price. The rates include regulated Market Charges, Metering Charges, Unaccounted for Gas Charges and Transmission and Distribution Charges current at the date of the Energy Offer. The rates may vary if a Relevant Event occurs as set out in clause 9 of this Contract.

Energy Offer: means the offer contained in Form A or other document provided by Essential Energy that refers to and incorporates this document and sets out certain details of the Contract referred to in this document “Your Natural Gas Terms and Conditions – NSW”.

Expiry Date: means the date specified in Form A or as extended under clause 15.

Extended Period: means the period specified in the relevant Continuation Notice.

Form A: means the Form A document forming part of the Contract.

Force Majeure: in relation to a Party, means any event outside the affected party’s control including, but not limited to, an act of God, fire, lightning, explosion, flood, insurrection or civil disorder, war or military operation, sabotage, vandalism, embargo, government action, compliance in good faith with any law, regulation or direction by any federal, state or local government or authority, any network failure, any

failure on the part of the Distributor or supplier and industrial disputes of any kind.

Gas Prices: means the prices set out in Form A or the Continuation Notice as selected by the Customer.

GST: has the meaning given in clause 23.1.

Interest Rate: means the rate prescribed under section 101 of the Civil Procedure Act 2005 for payment of interest on a judgment debt.

Last Resort Supply Arrangement: means the arrangement set out in Part 7 of the Gas Supply (Natural Gas Retail Competition) Regulation 2001, as varied from time to time.

Market Charges: means the Customer’s Proportion of any charges levied on Essential Energy by any authorised party in relation to the purchase of gas.

Metering Charges: means all charges, in relation to the provision of metering services set out in clause 10.1 levied on Essential Energy by a metering provider or metering data agent.

Minister: means the Minister for Energy, Utilities and Sustainability.

Miscellaneous Charges: means the charges for miscellaneous services set out in the Miscellaneous Price List published from time to time by Essential Energy and available on request.

New Occupant Supply Arrangement: means a gas supply arrangement referred to in clause 54 of the Gas Supply (Natural Gas Retail Competition) Regulation 2001.

Ombudsman: means the Energy and Water Ombudsman of New South Wales.

Parties: means Essential Energy and the Customer and “Party” means any one or both of the Parties as the context requires.

Relevant Event: means the events described in clause 9.1.

Small Retail Customer: means a customer who consumes less than a specified amount of gas per annum as determined by the Gas Supply Act 1996 from time to time.

Standard Form Supply Contract: means a standard form customer supply contract in accordance with the Gas Supply Act 1996.

Start Date: means the later of the Contract start date set out in Form A and the date that all of the following have occurred:

- (1) the Cooling-Off Period ends;
- (2) the Supply Address is connected to the Distribution System;
- (3) a market compliant meter reading has been provided; and
- (4) (all necessary transfers have been completed to allow Essential Energy to Supply gas to the Supply Address. Supply: means the sale of gas and the provision of Distribution Services.

Supply address: means the Supply Address listed in Form A and if more than one each of them.

Transmission and Distribution Charges: means all charges levied by the relevant transmission business or businesses or distribution business or businesses from time to time.

Unaccounted for Gas: means the multiplier required to adjust for distribution system losses relevant to the Supply of gas to the Supply Address, as permitted (where appropriate) by any relevant body.

Unaccounted for Gas Charges: means charges paid to the distribution business or businesses in respect of Unaccounted for Gas.

2.2 In this Contract unless the contrary intention appears:

- (1) all dollar amounts are expressed in Australian dollars;
- (2) 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 exclusive of that day; and
- (3) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

3. Negotiated Customer Supply Contract

3.1 This document sets out the general terms and conditions that apply to the gas which Essential Energy supplies to the Customer (Terms and Conditions). These Terms and Conditions, together with the Energy Offer form a “negotiated customer supply contract” for the Supply of gas to the Customer.

3.2 To the extent of any inconsistency between these Terms and Conditions and the Energy Offer, the terms of the Energy Offer will prevail.

3.3 This Contract complies with the applicable provisions of the Gas Supply Act 1996, the Gas Supply (Natural Gas Retail Competition) Regulation 2001 and other instruments made under the Gas Supply Act 1996.

3.4 The Customer is entitled to contract, subject to any existing contractual obligations the Customer may have, with the Customer’s local retailer under a Standard Form Supply Contract and be supplied gas at a regulated tariff, as was the case before full retail competition was introduced to the energy industry.

4. Cooling-off Period

4.1 As a Small Retail Customer the Customer has the option to cancel this Contract without penalty within the Cooling-Off Period.

4.2 If the Customer does wish to cancel the Contract within the Cooling-Off Period, the Customer must advise Essential Energy by written notice.

5. Supply of Gas

5.1 Subject to clause 5.3, Essential Energy agrees to Supply gas to the Customer and the Customer agrees to purchase gas from Essential Energy at the Supply Address on the terms and conditions of this Contract from the Start Date. The Supply of gas may commence at an earlier date than the Start Date if the Customer was, immediately before the Commencement Date, being supplied gas by a supplier under a New Occupant Supply Arrangement or an Approved Last Resort Arrangement.

5.2 The Customer acknowledges that the physical delivery of gas to the Supply Address is made by the gas Distributor.

5.3 It is a condition precedent to the Start Date of this Contract that Essential Energy obtains a credit report on the Customer acceptable to Essential Energy and for that purpose the Customer authorises Essential Energy to make enquiries into the Customer’s credit record. If Essential Energy fails to

obtain an acceptable credit report it may by written notice terminate this Contract with effect from the date set out in the notice or require the Customer to provide security.

6. Connection Services

- 6.1 Essential Energy will obtain connection and distribution services from the Distributor in order to Supply the Customer with gas under this Contract. Any charges imposed by the Distributor for these services will either be directly passed through to the Customer or be included in the charges payable under this Contract.
- 6.2 If the Supply Address is not currently supplied with gas, Essential Energy will use its best endeavours to arrange for connection of the Supply Address to the local distribution network and may bill the Customer for this connection on behalf of the Distributor.

7. Customer Obligations

- 7.1 The Customer must not take gas at a rate which exceeds the maximum capacity of the Delivery Point located at the Supply Address as notified by Essential Energy.
- 7.2 The Customer must sign the required documents necessary to effect registration of Essential Energy as the Customer's chosen retailer under any applicable laws.
- 7.3 The Customer must provide Authorised Officers with safe and unhindered access to the Supply Address for any purpose connected with this Contract or any applicable laws.

8. Gas Charges

- 8.1 The Customer must pay Essential Energy for:
- (1) Consumption at the Gas Prices which include:
 - (a) Energy Charges;
 - (b) Metering Charges;
 - (c) (Transmission and Distribution Charges;
 - (d) Market Charges;
 - (e) Unaccounted for Gas Charges; and

- (2) the Availability Charge set out in Form A;
- (3) any Miscellaneous Charges incurred by the Customer from time to time;
- (4) any Connection Costs; and
- (5) any other charges and fees specified in this Contract

- 8.2 The Customer acknowledges that Essential Energy may include in its bill Transmission and Distribution Charges and Metering Charges owing to third party providers, whether Essential Energy is billed directly by the Distributor or metering provider or metering data agent, or Essential Energy bills the Customer on behalf of the Distributor or metering provider or metering data agent.
- 8.3 If the metering equipment at the Supply Address malfunctions or registers incorrectly, giving rise to an error in registration greater than that prescribed by law, or metering data is not available for any reason, Essential Energy will estimate the Customer's Consumption based on the Customer's historical data, or if the data is not available, on the average Consumption for the same class of Customer.
- 8.4 Charges for the Supply of gas will accrue day by day.

9. Variation in Charges

- 9.1 For the purpose of this Contract, a "Relevant Event" means the introduction or happening of any of the following or a change to any of the following after the Commencement Date:
- (1) any tax, levy or duty that is imposed or passed onto Essential Energy by any government or semi-governmental or other body, including, without limitation, consumption, goods and services or value added tax, production tax, energy tax, carbon tax or greenhouse gas emissions tax, environmental tax or any other tax, levy or duty, of similar purpose or effect; or
 - (2) any cost, levy or charge in connection with acquiring or supplying gas which Essential Energy is required to pay and any Transmission and Distribution Charges associated with the delivery of that gas into the Distribution System.

- 9.2 If a Relevant Event occurs, then Essential Energy may charge the Customer, and the Customer must pay, the Customer's Proportion. The Customer's Proportion may be passed through as a separate charge in the Customer's bill or by revising the Gas Prices.

10. Metering and Metering Charges

- 10.1 Unless otherwise agreed with the Customer, Essential Energy will arrange:
- (1) for the required metering equipment to:
 - (a) be installed at the Supply Address, or elsewhere as agreed between the Parties; and
 - (b) be maintained in accordance with any applicable laws; and
 - (2) for data from the metering equipment to be collected and forwarded as required by any applicable laws.
- 10.2 The Customer permits Essential Energy to give metering data to others involved in enabling Essential Energy to Supply gas to the Customer.
- 10.3 The Customer agrees to co-operate with Essential Energy in relation to all reasonable requirements relating to the metering equipment's installation, maintenance and data reading.
- 10.4 The Customer acknowledges that the metering equipment supplied by or on behalf of Essential Energy remains the property of the person supplying it.
- 10.5 The Customer will ensure that any metering equipment or other service equipment installed at the Supply Address and not owned by the Customer is not damaged or interfered with. Where any equipment is damaged, Essential Energy may require the Customer to pay for replacement or repair of the equipment.
- 10.6 The Customer agrees that if it has not asked Essential Energy to arrange the metering services set out in clause 10.1, then the Customer must ensure the meters are installed, maintained and read in accordance with any applicable laws.

- 10.7 If any equipment is illegally connected Essential Energy may rectify the connection and the Customer will be liable to pay a fee in accordance with any applicable laws.
- 10.8 Metered consumption by the Customer is to be measured at least once every 6 months.

11. Bills

- 11.1 Essential Energy will issue bills to the Customer for all charges due under this Contract for each Billing Period. Essential Energy will reconcile any charges paid by the Customer with the Consumption measured.
- 11.2 Essential Energy will send the Customer a bill at least once every three months.
- 11.3 The bills must contain the details set out in clause 3 of Appendix 2.
- 11.4 A summary of the Customer's rights with respect to the matters covered by Division 4 of Part 3 being bills and charges of the Gas Supply (Natural Gas Retail Competition) Regulation 2001 is set out at Appendix 2.

12. Payment

- 12.1 The Customer must pay the bill in full by the due date for payment specified in the bill (Due Date).
- 12.2 Payment will be without deduction or set off and be made in the manner set out in the bill.
- 12.3 If any amount remains unpaid by the Due Date, Essential Energy may:
- (1) charge interest on the unpaid amount at the Interest Rate capitalising monthly on the last day of the month; and
 - (2) charge any costs associated with recovering any unpaid amount including the costs of any collection agent.
- 12.4 If the Customer disputes a bill it must pay the amount on the bill within the period specified in clause 12.1 and the Parties must deal with the dispute under clause 22.

- 12.5 If a Party (first Party) becomes aware that the other Party has made an error in an amount billed or paid under this Contract:
- (1) the first Party must notify the other Party; and
 - (2) Essential Energy must credit or debit the Customer's next bill with the amount necessary to rectify the error.
- 12.6 The Customer may request Essential Energy to test the meter in accordance with any applicable laws including any market operations rules, codes or standards and the Gas Supply (Gas Meters) Regulation 2002. Essential Energy must do so and may charge the Customer the reasonable cost of the test if the meter is found to be accurate. Essential Energy can require the Customer to pay for the test in advance and if the Customer refuses Essential Energy is not obliged to test the meter. If the meter is found to be inaccurate by more than the amount prescribed by law from time to time, Essential Energy will replace the meter (or if the Customer owns the meter the Customer must replace the meter) and Essential Energy will credit any amount the Customer has paid in advance for testing the meter on the next bill. If the meter is found to be accurate and the Customer has not paid for the test in advance the cost of the test will be debited on the Customer's next bill.
- 12.7 Bills may be based on estimated meter readings in accordance with clause 8.2. Any charges based on estimated meter readings may be adjusted under clause 12.8.
- 12.8 If Essential Energy discovers that the bill has been based on incorrect metering data for any reason, including gas being supplied without going through a meter, Essential Energy is entitled to issue a revised bill based on the estimated quantity, for any period of up to six months before the error was discovered.
- 12.9 If any amount that the Customer is liable to pay under this Contract is adjusted or reviewed after the bill is sent to the Customer, other than because of an error due to incorrect metering data, Essential Energy is entitled to issue a revised bill altering the charges for any period of up to 12 months before the error

is discovered.

- 12.10 Subject to any applicable laws, if the Customer pays by credit card then Essential Energy may charge an additional amount to reflect the additional cost to Essential Energy for receiving payment by credit card.
- 12.11 A Customer is not liable to pay any charge under this Contract unless the amount of, or basis for the calculation for the amount of any such charge, is set out in this Contract.
- 12.12 A Customer who has been supplied with gas by Essential Energy, otherwise than under a customer supply contract, immediately before the commencement of the Supply of gas under this Contract, is liable to Essential Energy under this Contract for payment for any amount unpaid with respect to that period of Supply.

13. Disconnection and Reconnection

- 13.1 Essential Energy may discontinue the Supply of gas to the Supply Address if the period of Supply under this Contract ends or if the person who owns or occupies the Supply Address has:
- (1) failed to provide any security, required by clause 21, for payment of charges related to the Supply of gas or connection services arranged;
 - (2) failed to pay an amount due to Essential Energy under the Contract with respect to the Supply of gas or connection services arranged by Essential Energy;
 - (3) failed to give an inspector access to the Supply Address in accordance with any right to access provided for in the Gas Supply Act 1996 or this Contract;
 - (4) obstructed the inspector in relation to any act, manner or thing done or to be done in carrying out any function under the Gas Supply Act 1996 or regulation made under the Gas Supply Act 1996 or this Contract, or
 - (5) requested to be disconnected,
- provided that the minimum standards for discontinuance of supply and disconnection and reconnection set out in Appendix 1 are complied with.

13.2 Nothing in clause 13 of Schedule 1 of the Gas Supply (Natural Gas Retail Competition) Regulation 2001 affects the right to interrupt continuous Supply as agreed in this Contract or any right or obligation to refuse to Supply gas, or discontinue the Supply of gas, to the Supply Address arising from any applicable laws.

14. Term and Termination

14.1 This Contract commences on the Commencement Date and continues until the Expiry Date or until it is terminated in accordance with this clause 14.

14.2 The Customer may terminate this Contract:

- (1) during the Cooling-Off Period by giving Essential Energy written notice of its intention to do so; and
- (2) after the Cooling-Off Period by giving Essential Energy at least 72 hours notice of its intention to do so, and must pay all or any fees as detailed in this Contract.

14.3 Essential Energy is not entitled to the payment of any costs, compensation or any other amount as a consequence of termination of the Contract within the Cooling-Off Period, other than charges payable in respect of any gas supplied or any other services provided under this Contract.

14.4 This Contract will terminate if:

- (1) the Customer remains in breach of this Contract after being given 10 Business Days written notice of the default by Essential Energy;
- (2) the Customer is subject to a Change in Control and Essential Energy gives the Customer 10 Business Days written notice that Essential Energy intends to treat the Change of Control as a termination event;
- (3) the Customer ceases to be a Small Retail Customer;
- (4) either Party to this Contract becomes bankrupt or insolvent; or
- (5) the Customer is transferred under a Last Resort Supply Arrangement.

14.5 The effective date of such termination will be the later of:

- (1) the date that Essential Energy ceases to be the Customer's retailer of choice under any relevant regulatory requirements; or
- (2) immediately upon notice by Essential Energy under clause 14.4. Provided that in the period from the date of the notice in this clause or the date of insolvency until the effective date of such termination the Customer must pay for Consumption at the Default Price in place of the Gas Price.

14.6 Essential Energy may request the Distributor to disconnect the gas Supply to the Supply Address with effect from the effective date of termination of this Contract. If Essential Energy does so Essential Energy must comply with the minimum procedures for disconnection set out in clause 2.1(3) of Appendix 1.

14.7 If the Customer gives less than three Business Days notice to terminate this Contract the Customer must pay for all charges payable under this Contract until three Business Days after Essential Energy becomes aware of the Customer's desire to discontinue Supply or until Supply discontinues or the Customer is transferred to another retail supplier (whichever happens first).

14.8 If the Customer terminates this Contract after the Cooling-Off Period and before the Expiry Date the Customer must pay an early termination fee as shown in Form A.

14.9 If the Customer has failed to pay any amount due under the Contract and the failure continues for more than 60 days, Essential Energy may inform a credit agency of the Customer's failure to pay.

14.10 If this Contract applies to more than one Supply Address and it is terminated in respect of one or more Supply Addresses it will continue in relation to each other Supply Address.

15. Continuation of Term

- 15.1 Not less than 21 days before the Expiry Date Essential Energy may offer to extend this Contract for the Extended Period at the Gas Prices quoted in that offer (Continuation Notice).
- 15.2 If Essential Energy gives the Customer a Continuation Notice and the Customer does not notify Essential Energy before the Expiry Date that the Customer does not wish to extend the Contract for the Extended Period, this Contract will be extended for the Extended Period on the same terms except that the Gas Prices (and any revisions to the terms and conditions of this Contract made by Essential Energy) will be as set out in the Continuation Notice and the Expiry Date will be extended by the Extended Period. If the Customer elects not to extend this Contract a contract for the Supply of gas will be deemed to exist on the terms of this Contract with the exception that the Default Prices will apply in place of the Gas Prices (and any revisions to the terms and conditions of this Contract made by Essential Energy) until the date the Customer arranges for another supplier to Supply gas to the Supply Address under procedures established by any applicable laws.
- 15.3 For the avoidance of doubt, Essential Energy may give an offer to extend this Contract in accordance with clause 15.1 on more than one occasion, on the basis that the reference to Expiry Date in clause 15.1 includes any date to which the Contract has previously been extended in accordance with clause 15.

16. Vacating the Supply Address

- 16.1 The Customer must give Essential Energy notice of its intention to vacate the Supply Address and a forwarding address to which a final bill may be sent.
- 16.2 Essential Energy may procure the disconnection of the Supply Address at any time after the Customer has vacated the Supply Address.

17. Force Majeure

- 17.1 An obligation of a Party under this Contract (other than in respect of an obligation to pay money) will be

suspended during the time and to the extent that the Party is prevented from or delayed in complying with that obligation by Force Majeure, provided that Party complies with its obligations under clause 17.2 in respect of that Force Majeure.

- 17.2 A Party affected by Force Majeure must give to the other Party particulars of the Force Majeure and the Party affected by Force Majeure must take reasonable steps to promptly remove or mitigate the relevant Force Majeure, except that the Party will not be obliged to settle a strike, lockout, boycott or other industrial dispute.

18. Information

- 18.1 The Customer must inform Essential Energy as soon as possible of any change to the details set out in Form A.
- 18.2 On request, Essential Energy will provide the Customer with a copy of this Contract and or any document incorporated by reference in it as soon as possible following any request to do so.
- 18.3 On request, Essential Energy will provide the Customer, free of charge, with information about efficient energy consumption.
- 18.4 The Customer may request Essential Energy to further explain the following issues:
- (1) the terms and conditions of this Contract and Essential Energy's Standard Form Supply Contract;
 - (2) the Customer's right (if applicable) to any rebates and concessions under the Gas Supply Act 1996; and
 - (3) the Customer's rights and Essential Energy's rights and obligations under the Marketing Code of Conduct.
- 18.5 All licensed gas retailers and marketers, including Essential Energy, are required to comply with the Marketing Code of Conduct. This code is designed to protect Small Retail Customers in respect to marketing activities of gas retailers and their representatives. The Customer can view the

Marketing Code of Conduct on Essential Energy's web site www.essentialenergy.com.au under the "downloads" section.

19. Confidentiality

19.1 Unless otherwise specifically provided for under this Contract, all commercially sensitive information exchanged under this Contract including its terms, is strictly confidential between the Parties and must not be disclosed to any other person except:

- (1) with the consent of the Party who supplied the information; or
- (2) if required by law, or any government authority having jurisdiction over either Party or this Contract, or in connection with legal proceedings relating to this Contract; or
- (3) if the information is generally and publicly available other than as a result of breach of confidentiality by the person receiving the information. This clause 19.1 continues for a period of three years following the expiration or earlier termination of this Contract.

20. Liabilities and Warranties

20.1 Notwithstanding any other provision of this Contract, nothing in this Contract is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

20.2 Except as expressly set out in this Contract, any representation, warranty, condition or undertaking which would be implied in this Contract by law, is excluded to the maximum extent permitted by law.

20.3 Essential Energy's liability, if any:

- (1) for a breach of a non-excludable condition or warranty implied by the Trade Practices Act 1974 in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption; or
- (2) in negligence, in tort, in contract or otherwise;
- (3) is limited, at Essential Energy's option, to:

- (a) in the case of goods, one of the following the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods, the payment of the cost of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
- (b) in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

20.4 Despite any other provision of this Contract, to the maximum extent permitted by law, Essential Energy and its employees, agents and contractors are not liable in negligence, in tort, in contract or otherwise to the Customer for:

- (1) any direct losses or damages of any kind suffered by the Customer as a result of any act, omission or breach by Essential Energy or any of Essential Energy's employees, agents or contractors;
- (2) any consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Customer as a result of any act, omission or breach by Essential Energy or any of Essential Energy's employees, agents or contractors;
- (3) any failure or defect in the Supply of gas caused by machinery and equipment breakdown or causes beyond Essential Energy's control;
- (4) any delay in connecting the Customer's Supply Address to the local distribution network;
- (5) any deficiency or defect in the service equipment of any part of the gas Supply system;
- (6) any characteristic of the gas Supply which makes it unsuitable for use; or
- (7) an interruption to Supply in accordance with this Contract.

21. Security

21.1 The Customer must provide security to Essential Energy, on request, in respect of the Customer's payment obligations contained in

this Contract.

- 21.2 If the Customer is not in breach of its obligations under this Contract the Customer may satisfy its security obligation by paying each year, a nonrefundable annual security levy in the amount specified in Form A. Otherwise, the Customer must provide to Essential Energy a security deposit or bank guarantee for the amount specified in Form A on terms satisfactory to Essential Energy, or any other form of security deemed appropriate by Essential Energy.
- 21.3 Essential Energy will be entitled to draw on the guarantee or security deposit (as the case may be) at any time when any amount owing by the Customer relating to the Supply of gas or connection services arranged by Essential Energy under this Contract becomes overdue. The Customer will not take any steps to injunct or otherwise prevent Essential Energy from drawing on the guarantee or the security deposit. Essential Energy will be entitled to retain interest earned on the security deposit.
- 21.4 For the avoidance of doubt, Essential Energy must not use the security provided under this Contract or any part of it to recover amounts due in respect of charges other than charges related to the Supply of gas or connection services arranged by Essential Energy.
- 21.5 When this Contract ends and all payments required under this Contract have been made by the Customer, Essential Energy will return any remaining part of the security.

22. Dispute Resolution

- 22.1 The Gas Supply Act 1996 and the Gas Supply (Natural Gas Retail Competition) Regulation 2001 provide Customers with certain rights of appeal that are set out in clause 6.3 of Appendix 1. All other complaints and disputes must be resolved in accordance with the procedures set out in clause 6.1 of Appendix 1.
- 22.2 In the case of a disputed bill the amount determined as an underpayment or overpayment will be credited or debited to the Customer's next bill.

23. Goods and Services Tax

- 23.1 In this clause:
- (1) "GST" means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time ("GST Act") or any replacement or other relevant legislation and regulations;
 - (2) An expression or word used in this clause which has a particular meaning in the "GST law" (as defined in the GST Act), or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
 - (3) A reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any GST group of which that party is a member.
- 23.2 Unless GST is expressly included, the consideration expressed to be payable or to be provided under any clause in this Contract for any supply made under or in connection with this Contract does not include GST.
- 23.3 To the extent that any supply made under or in connection with this Contract is a taxable supply, the GST exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.
- 23.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the GST payable by the recipient under clause 23.4(3):
- (1) The supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, as appropriate;

- (2) The refund, credit or further amount (as the case may be) will be calculated by the supplier in accordance with the GST law; and
 - (3) The supplier must notify the recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the supply, the requirement for the supplier to notify the recipient will be satisfied by the supplier issuing to the recipient an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.
- 23.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Contract.
- 23.6 If a payment to a party under this Contract is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 23.4(3).

24. Privacy and Personal Information

- 24.1 Essential Energy respects your privacy. Essential Energy collects personal information about you to assist in the operation of Essential Energy's business and the delivery of Essential Energy's full range of gas, electricity and other products and services. If you do not provide us with this information, Essential Energy may not be able to provide you with Essential Energy's full range of products or services.
- 24.2 From time to time Essential Energy may provide you with promotional material. If you do not wish to receive this material, please let us know. Essential Energy may disclose your information to organisations Essential Energy engages to assist us with delivering

Essential Energy's products and services, including reporting and debt collecting agencies, authorised representatives and government or regulatory authorities.

- 24.3 Information concerning the Customer may be given to another supplier, the Minister or the administrator of any retail market business scheme of which Essential Energy under the Contract or the retailer of last resort concerned is a member, for the purposes of implementing Last Resort Supply Arrangements.
- 24.4 You can request access to the information Essential Energy holds about you at any time by writing to Essential Energy's Privacy Officer at Essential Energy's ordinary mailing address.
- 24.5 Essential Energy's Privacy Policy may be viewed on Essential Energy's website at <http://www.essentialenergy.com.au>

25. Transfer to another Retail Supplier

- 25.1 The Customer authorises Essential Energy to transfer the Customer to another retail supplier if a Last Resort Supply Arrangement is implemented with respect to the Customer's Supply Address. The Customer is not liable to pay any compensation or other payment for that transfer.

26. General

- 26.1 **Waiver**
Any waiver by either Party of a breach of this Contract must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
- 26.2 **Amendment**
Unless otherwise specifically provided for under this Contract, any variation to the Contract, including any variation to the Appendices, must be in writing and signed by both Parties.
- 26.3 **Assignment**
(1) The Customer may not assign this Contract without the written consent of Essential Energy which consent may be withheld at Essential Energy's discretion. Essential Energy will

exercise its discretion in a reasonable manner and may impose conditions in relation to giving its consent.

- (2) Essential Energy may assign its rights or transfer its obligations under this Contract without the consent of the Customer to a person who acquires all or a substantial portion of the assets of Essential Energy's business of Supplying gas.

26.4 **Entire Contract**

This Contract constitutes the entire agreement between the Parties.

26.5 **Severability**

If any part of this Contract is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Contract but without affecting the continued operation of the remainder of the Contract.

26.6 **Notices**

All notices and bills issued under this Contract will be sent to the address indicated in Form A or such other address as may from time to time be notified in writing by the Parties to each other. Notices and bills will be deemed to be received:

- (1) in the case of delivery by post, two Business Days after the date of posting; or
- (2) in the case of fax, on receipt by the sender of a transmission report from the despatching machine showing the relevant number of pages and the correct destination fax machine number and indicating that the transmission has been made without error, unless the recipient notifies the sender within 24 hours of the fax being sent that the fax was not received in its entirety in legible form;
- (3) in the case of email, on receipt by the sender of a message confirming delivery; or
- (4) if otherwise delivered before 4pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

26.7 **Emergency**

In the case of emergency, the Customer should

contact the Distributor whose emergency contact details are set out on the Customer's bill and whose details may be obtained from Essential Energy on request.

26.8 **Governing Law**

This Contract is governed by and will be construed in accordance with the laws of New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

26.9 **Additional Rights**

All rights associated with the gas sold to the Customer under this Contract remain with Essential Energy and are not transferred to the Customer, including, without limitation, the carbon dioxide emission characteristics of the gas sold to the Customer.

Appendix 1

1. Customer Service Standards

- 1.1 Essential Energy has developed two categories of Customer Service Standards. These categories are Guaranteed Customer Service Standards and General Customer Service Standards.

2. Guaranteed Customer Service Standards

- 2.1 Under the Gas Supply (Natural Gas Retail Competition) Regulation 2001 Essential Energy has an obligation to the Customer to comply with all Guaranteed Customer Service Standards. If this obligation is breached then the Customer may be entitled to compensation in the form of a credit to the Customer's next energy bill. The amount of compensation is dependent on the service standard that is being applied in accordance with clause 2.1(3) (n). The Guaranteed Customer Service Standards set out below comply with the requirements imposed under the Gas Supply Act 1996 regarding Customer service.

(1) Provision of telephone hotlines

Essential Energy must:

- (a) inform the Customer about Essential Energy's telephone service that operates 24 hours a day, seven days a week for the price of a local call, and is able to receive notice of, and give information concerning faults and difficulties in the gas works. Essential Energy will provide details of this number in the Customer's bill and on request; and
- (b) provide a telephone service (**13 23 91**) that operates during business hours for the price of a local call, to receive notice of and give information concerning, Customer bills and Customer connection services arranged by Essential Energy on the Customer's behalf.

(2) Appointments

Where an appointment is made between Essential Energy and the Customer at a mutually agreed time and location, if Essential Energy is more than 15 minutes late for that appointment,

Essential Energy will pay the Customer compensation of \$25.00.

(3) Minimum standards for discontinuation of Supply

Essential Energy will ensure the following minimum procedures for discontinuance of Supply will be observed if Essential Energy becomes entitled under this Contract to discontinue Supply of gas to the Customer or to request the Distributor to disconnect the Supply of gas:

- (a) Essential Energy must give the Customer at least two written notices of Essential Energy's intention to exercise its right under this Contract to discontinue Supply of gas or to request the Distributor to disconnect Supply of gas.
- (b) Where the notices deal with a late payment of a bill, the first notice is a courtesy reminder, which is issued seven days after the Customer's bill is due. This notice is a reminder to the Customer that payment has not been received and should be attended to as soon as possible and will include details of any Government funded rebate scheme or deferred payment plan operated by Essential Energy.
- (c) The second notice will be sent no earlier than one week after the first notice.
- (d) (d) In any dealings with the Customer and in each notice provided to the Customer, Essential Energy will advise the Customer of Essential Energy's intention to discontinue Supply or to request the Distributor to disconnect Supply and will contain such other information as is required by law, including:
 - (i) the grounds for discontinuance or disconnection of Supply;
 - (ii) the date on or after which the Distributor will discontinue the Supply of gas being a date occurring no earlier than 14 days after the first notice is sent;
 - (iii) the Customer's rights under Part 2 of Schedule 1 of the Gas Supply (Natural Gas Retail Competition)

- Regulation 2001;
- (iv) the right to have any complaint heard or referred to the Ombudsman; and (v) if the ground for discontinuance or disconnection is non payment to Essential Energy, details of any Government funded rebate or relief scheme or deferred payment plan operated by Essential Energy.
 - (e) Essential Energy will record all attempts to contact the Customer and will also make reasonable attempts to contact the Customer in person or by phone about a proposed or actual discontinuance of Supply or disconnection notice and to assist the Customer to do what is necessary to remove the grounds referred to in the notice.
 - (f) If all attempts to contact the Customer under clause 2.1(3)(e) above are unsuccessful, Essential Energy must make one further attempt to contact the Customer outside of business hours.
 - (g) Discontinuance and/or disconnection of Supply will not occur unless:
 - (i) at least 14 days have expired after the first notice is sent to the Customer; or
 - (ii) if before the date in clause 2.1(3)(g)(i) the Customer requests the complaint be referred to the Ombudsman under clause 6.2 of Appendix 1, until the date the matter is determined. In any case, Essential Energy must not take action to discontinue Supply and/or disconnect if before the date last referred to in clause 2.1(3)(g)(ii) the Ombudsman directs Essential Energy not to take action to discontinue Supply.
 - (h) Essential Energy will not request the disconnection of the Supply Address:
 - (i) arising out of a failure to provide a required security, or to pay an amount due with respect to the Supply of gas while any application for assistance under any Government funded rebate scheme or deferred payment scheme is pending; or
 - (ii) in the event that Essential Energy becomes authorised to discontinue the Supply of gas to the Customer's Supply Address on grounds arising from the Contract, the Gas Supply Act 1996 or any regulation on a Friday, Saturday or Sunday, public holiday or a day immediately preceding a public holiday or after 3pm on any other day.
 - (i) After disconnection of the Customer's Supply Address has taken place at Essential Energy's request, a separate notice will be issued to the Customer setting out:
 - (i) that the Supply Address has been disconnected;
 - (ii) the grounds on which the Supply Address was disconnected;
 - (iii) a telephone number to discuss the matter;
 - (iv) the arrangements to be made by the Customer to reconnect the Supply (including any costs payable by the Customer for reconnection); and
 - (v) dispute resolution procedures available to the Customer.
 - (j) This part does not prevent Essential Energy from discontinuing Supply if the Customer makes a request or as agreed in this Contract.
 - (k) Essential Energy must promptly notify the Distributor of any request for reconnection made by the Customer if the Customer has:
 - (i) rectified the grounds which Essential Energy relied upon to request disconnection of the Customer; and
 - (ii) paid any applicable reconnection fee.
 - (l) Essential Energy will use its best endeavours to recommence Supply to the Customer:
 - (i) on the day the Customer makes the request, if the request is made before 3pm or if the Customer is willing to pay an after hours reconnection fee;
 - (ii) the next Business Day if a request is made after 3pm.

(m) Where the connection is required at a distance in excess of 20km from a staffed depot, Essential Energy will recommence Supply to the Customer on or before the time Essential Energy and the Customer agree.

(n) **Compensation Payments**

Any compensation payable by Essential Energy to the Customer under these Guaranteed Customer Service Standards will be credited to the Customer's bill and shown on the Customer's next bill. Compensation will not be payable under this Contract if Essential Energy has compensated the Customer for the same event under Essential Energy's Standard Form Customer Connection Contract.

3. General Customer Service Standards

(1) **Quality of service**

Essential Energy will use reasonable and practicable efforts to consistently provide the Customer with billing, metering and other services set out in this Contract of a high quality. For further details on the quality of Supply see Essential Energy's Quality and Reliability of Gas Supply booklet.

(2) **Reliability of service**

Essential Energy will use reasonable and practicable efforts to consistently provide the Customer with billing, metering and other services set out in this Contract without interruption.

(3) **Notice of interruptions**

Essential Energy must provide the Customer with at least two Business Days notice of any interruption to the Supply of gas to the Customer, unless the interruption to Supply arises:

- (a) for the purpose of enabling the Distributor to carry out emergency work; or
- (b) in circumstances beyond the control of Essential Energy.

(4) **Communication with Distributor**

Essential Energy will pass on any Customer requests in relation to connection or disconnection

to the Distributor within two hours of Essential Energy receiving the request (or within such longer time as is reasonable having regard to the nature of the request). For all other enquiries, complaints or requests related to the Distributor or Customer connection services, Essential Energy will pass these on to the Distributor as soon as practicable.

4. Payment Schemes

4.1 Essential Energy offers residential Customers deemed to be in financial hardship access to Essential Energy's payment plan – Essential Support. Any residential or rural residential Customer who is experiencing any form of long term or temporary hardship is eligible to apply for Essential Support. Details of this payment plan can be obtained by contacting Essential Energy on **13 23 91** and asking to speak to a Customer Service Adviser about Essential Support.

4.2 There is a Government funded rebate scheme called "NSW Government Pension and Life Support Rebates" and an assistance scheme called "Energy Accounts Payments Assistance Scheme". Details of these may be obtained by contacting Essential Energy on **13 23 91**

5. Customer Enquiries and Disruption of Services

5.1 Customers may make enquiries at any Essential Energy Customer Centre, by calling Essential Energy's general enquiries number on **13 23 91** or by writing directly to Essential Energy at: Essential Energy, PO Box 718, Queanbeyan NSW, 2620.

5.2 Essential Energy must acknowledge an enquiry from the Customer within three Business Days of receiving the enquiry. Essential Energy must provide that Customer with an answer as soon as practicable given the nature of the enquiry. Any services or work Essential Energy performs in response to the Customer's enquiry must be commenced as soon as practicable, taking into account the scale and

complexity of the services or work and the location of the Supply Address where the services or work is required to be performed.

- 5.3 Essential Energy will request the attendance of an employee of the Distributor to a Supply Address where services or work are required to remedy a disruption in the Supply of gas to a Customer within two hours of becoming aware of the disruption.

6. Complaints and Dispute Resolution

6.1 Consideration of Complaint by Essential Energy

- (1) A complaint made to Essential Energy by a Customer under this Contract may be made:
 - (a) orally within 28 days of the Customer receiving notice of a decision made by Essential Energy; or
 - (b) in writing setting out the basis of the complaint, and must be served on Essential Energy within 28 days of:
 - (i) the Customer receiving notice of a decision made by Essential Energy; or
 - (ii) the date of the relevant act or omission that gives rise to the complaint.
- (2) On receiving a complaint about a decision, Essential Energy must:
 - (a) consider that complaint as set out below; or
 - (b) if requested by the Customer and the matter is relevant to the Ombudsman scheme, refer the matter to the Ombudsman.
- (3) After considering a complaint about a decision, Essential Energy may determine that the decision is to stand or vary or revoke the decision.
- (4) After considering a complaint about any act or omission, Essential Energy may determine to take certain action in relation to the complaint or not to take any action.
- (5) As soon as practicable after it makes its determination, Essential Energy must give written notice to the Customer:
 - (a) of its determination, together with its reasons for the determination;

- (b) if the determination is to vary the decision - the manner in which the decision is to be varied;
- (c) if the determination is to take action - details of that action;
- (d) of the rights available to the Customer under this Contract; and
- (e) of the circumstance in which the Customer may become liable for costs under this Contract.

- (6) If Essential Energy fails to give such notice within 14 days after the complaint is made, Essential Energy is taken to have determined:
- (a) that its decision is to stand (in the case of a complaint against a decision); or
 - (b) that no action is to be taken (in the case of any other complaint).

6.2 Energy and Water Ombudsman

- (1) The Ombudsman scheme has been set up by the energy industry in NSW to provide an independent way of resolving some types of Customer complaints. Disputes between the Customer and Essential Energy which cannot be resolved by negotiation may be dealt with by referring the matter to the Ombudsman, provided the dispute is of a kind dealt with by the Ombudsman.
- (2) The Customer can contact the Ombudsman, or Essential Energy will refer a dispute to the Ombudsman if the Customer requests Essential Energy to. The Customer can contact the Ombudsman for information about the type of disputes which the Ombudsman will deal with. In summary, the Ombudsman will deal with disputes about:
 - (a) the Supply of gas services;
 - (b) billing, credit or payment services;
 - (c) disconnections or security deposits; and
 - (d) actions of a gas provider which affect a Customer's property.
- (3) The Ombudsman scheme will apply where the value of any determinations and/or directions

made by the Ombudsman in relation to an individual complaint does not exceed \$20,000, or with the agreement of both the Customer and Essential Energy, \$50,000.

- (4) Essential Energy agrees to comply with any decision made by the Ombudsman in relation to any complaint made by the Customer.

6.3 Right of Appeal under the Gas Supply Act 1996 and the Gas Supply (Natural Gas Retail Competition) Regulation 2001

- (1) Division 3 of Part 2A of the Gas Supply Act 1996 and Part 5 of the Gas Supply (Natural Gas Retail Competition) Regulation 2001 provide a Customer with a right of appeal in respect of a decision of a retail supplier as to:
 - (a) Essential Energy's classification of the Customer as a Small Retail Customer;
 - (b) the charges payable by the Customer or any other matter arising under the Contract; and
 - (c) the review of a bill issued to the Customer.

7. Availability of Interpreter Services

For interpreter services please call the following number: **13 14 50**

Arabic :خدمة الترجمة الشفهية، من فضلك اتصل بهاتف رقم:

Chinese 需要传译服务，请致电以上电话号码：

Vietnamese Cần đến dịch vụ thông ngôn xin gọi điện thoại cho số sau đây:

Italian Se avete bisogno di un interprete chiamate il numero sopra:

Greek Για εξυπηρέτηση διεγμηνίας παρακαλούμε τηλεφωνήστε στον επανω αριθμό.

Spanish Para los servicios de intérpretes por favor llame al número de teléfono de arriba:

Appendix 2

1. Statement for Small Retail Customers Contracting with Essential Energy under a Negotiated Customer Supply Contracts for the Supply of Gas Summary of the Customers Rights Regarding Bills and Charges

- 1.1 This statement applies to Customers to whom Essential Energy supplies gas (and to Customers who have requested Essential Energy to arrange connection services on their behalf) under this Contract.
- 1.2 This statement is a summary of the Customer's rights with respect to the matters covered by Division 4 of Part 3 of the Gas Supply (Natural Gas Retail Competition) Regulation 2001 as applicable to the terms of the Contract.

2. Charges and Variations in Charges

- 2.1 Essential Energy's Gas Prices are set out in Form A. These prices are fixed until the Expiry Date indicated in Form A unless a Relevant Event occurs.
- 2.2 If a Relevant Event occurs, Essential Energy will send the Customer a notice setting out the particulars of the variation including the date on or after which the variation is to take effect being a date later than the date the notice is served and a statement of the new rates or the amount of the variation. The variation will not apply retrospectively.
- 2.3 If the relevant variation is referable to Consumption of gas, Essential Energy will calculate the amount based on the Customer's Consumption and if the variation takes effect part way through a Billing Period the price will be apportioned proportionately as though the gas is consumed equally throughout the Billing Period. Otherwise, Essential Energy will calculate the amount based on other factors including but not limited to the Customer's size, the location of the Customer's Supply Address or other relevant factors and Essential Energy will determine the period of time over which the cost should be amortised and charged to the Customer.

- 2.4 Within 21 days of the Expiry Date Essential Energy may issue the Customer a Continuation Notice setting out the new Gas Prices which will apply if the Contract is extended.
- 2.5 If the Customer does not wish to extend the Contract the Customer must tell Essential Energy, otherwise the Contract will be extended at the new prices. If the variation takes effect part way through a Billing Period the prices will be apportioned proportionately as though the gas is consumed equally across the relevant period.

3. Information to be included in Customer Bills

- 3.1 Essential Energy must include the following information in each bill:
- (1) the Customer's name, bill number, delivery point metering identifier and checksum, supply address and if relevant, mailing address;
 - (2) the dates on which the Billing Period for the bill began and ended;
 - (3) the total charges to be paid by the Customer;
 - (4) if a meter reading was recorded on either of those dates, particulars of the meter reading or readings;
 - (5) if a meter reading was not recorded on either of those dates, information to that effect;
 - (6) details of the availability of, costs of and refunds relating to, meter reliability tests;
 - (7) details of the quantity and rates of gas supplied or estimated to have been supplied (in megajoules) during the Billing Period;
 - (8) the amount of any credit received;
 - (9) details of any amount deducted, credited or received under any Government funded rebate or deferred payment plan (and details of such schemes) as referred to in Appendix 1 clause 4 of the Contract;
 - (10) the charges payable for services provided or arranged by Essential Energy, separating those charges into charges in respect of gas Supply and charges in respect of other goods and services;

- (11) the date by which the bill must be paid;
- (12) the amount of any overdue amount and the due date for payment of the overdue amount;
- (13) the methods by which the bill must be paid;
- (14) details of the Essential Energy 24 hour contact number for faults and difficulties and the number available during business hours for billing and payment enquires;
- (15) if requested, particulars of any amount of security Essential Energy holds; and
- (16) in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek and Spanish, and any other language approved by Essential Energy after consultation with any relevant customer consultative group), information about the availability of interpreter services for the languages concerned and telephone numbers for the services.

4. Frequency of Bills

- 4.1 Essential Energy will send the Customer a bill at least once every three months.

5. Estimated Bills

- 5.1 Essential Energy can estimate the Customer's Consumption for up to six months if the meter is faulty (with an error of greater than that prescribed by law) or if the gas has been supplied without going through a meter.
- 5.2 If gas is supplied during a period, or part of a period, for which there is no meter reading, Essential Energy must estimate the quantity of or demand for gas supplied for the period or part of the period. If Essential Energy has been unable to obtain access to the meter Essential Energy will estimate the Consumption unless the Customer has elected to pay an amount based on a determination made after Essential Energy has obtained access to the meter.
- 5.3 The estimate will be based on the Customer's historical data if Essential Energy has that data and otherwise on data for similar Customers calculated for

the period covered by the bill or on data the Customer has provided.

- 5.4 The Customer is liable to pay or entitled to receive a rebate for any estimated bill Essential Energy issues. Essential Energy does not have to pay the Customer interest if Essential Energy overcharged the Customer in an estimate.

6. Payment

- 6.1 The Customer must pay the amount specified in the bill in full by the due date (being not less than 1two Business Days after the bill is sent) and the Customer may make payments in advance.
- 6.2 Subject to any applicable laws, Essential Energy must not impose a charge for any method of payment except as agreed with Essential Energy under this Contract.
- 6.3 Essential Energy accepts payment of the amount owing by any of the following payment methods:
- (1) by cash, cheque or credit card at an office or agent of Essential Energy;
 - (2) by post by means of cheque or credit card;
 - (3) by telephone by credit card;
 - (4) by direct debit from a cheque, savings or credit card account;
 - (5) by any other method agreed with Essential Energy.
- 6.4 Despite clause 6.2 of Appendix 2, the Customer may agree under this Contract as to the methods of payment of amounts owing to Essential Energy and any charges applicable to the method or methods.
- 6.5 If requested by the Customer, Essential Energy must accept payment in advance for the Supply of gas or any other services or other charges under the Contract.
- 6.6 If the bill relates to other goods and services in addition to gas, Essential Energy will apply payment firstly to electricity related charges then to gas related charges, and then towards any other goods or services supplied by Essential Energy under this

Contract, unless the Customer asks Essential Energy to apply payment in some other manner.

7. Meter Testing

- 7.1 The Customer may request Essential Energy to test a meter in accordance with any applicable law. Essential Energy must do so and may charge the Customer the reasonable cost of the test if the meter is found to be accurate. Essential Energy can require the Customer to pay for the test in advance and if the Customer refuses Essential Energy is not obliged to test the meter. If the meter is found to be inaccurate by more than the amount prescribed by law from time to time, Essential Energy will replace the meter (or if the Customer owns the meter the Customer must replace the meter) and Essential Energy will credit any amount the Customer has paid in advance for testing the meter on the next bill. If the meter is found to be accurate and the Customer has not paid for the test in advance the cost of the test will be debited on the Customer's next bill.

8. Complaints about Bills

- 8.1 The Customer may make a complaint to Essential Energy about a bill issued by Essential Energy, or any other matter related to the bill or charges charged by Essential Energy to the Customer, including for services arranged by Essential Energy.
- 8.2 If the Customer complains about a bill or related matters, Essential Energy will consider the complaint and may either determine that the bill or amount is correct or correct the bill or amount. If Essential Energy decides the bill is correct the Customer may request a meter test and pay a meter test fee which is refundable if the meter is faulty.
- 8.3 If Essential Energy determines that the bill is incorrect Essential Energy will refund any amount overpaid or request any amount underpaid as follows.

9. Undercharged amounts

If Essential Energy determines that the bill is incorrect and that Essential Energy has undercharged the Customer Essential Energy will list the amount of the underpayment in

the next bill. Essential Energy cannot recover amounts attributable to periods more than 12 months before the date Essential Energy notifies the Customer of the error, nor can Essential Energy charge interest on the underpayment. If requested Essential Energy will let the Customer pay the amount undercharged in instalments over the same period of time as the undercharging occurred. The amount to be recovered must be listed separately, and explained, on a bill issued to the Customer.

10. Overcharged amounts

If Essential Energy determines that the bill is incorrect and that Essential Energy has overcharged the Customer by more than \$25 Essential Energy will inform the Customer of the overcharging within 10 Business Days. On request Essential Energy will refund the Customer the amount plus interest in accordance with the Customer's instructions, otherwise Essential Energy will credit the amount plus interest on the Customer's next bill. If Essential Energy determines that the bill is incorrect and that Essential Energy have overcharged the Customer by less than \$25, Essential Energy will credit the amount plus interest on the Customer's next bill.

11. Billing Information

- 11.1 Essential Energy will, on request and within a reasonable time, provide the Customer with information regarding the current status of the Customer's bill, meter reading and meter registrations connected to a bill. Essential Energy will provide this information free of charge. Essential Energy will give the Customer copies of past bills, free of charge, unless the bills are more than two years old or this is the Customer's second request within a year, in which case Essential Energy may make a reasonable charge.
- 11.2 Essential Energy may provide copies of bills, or billing information, to a person other than the Customer, only if the Customer consents in writing to the provision of the bills or billing information to the other person.

12. No Access to Meter

- 12.1 If Essential Energy, or a person on behalf of Essential Energy, is unable to obtain access to metering equipment for the purpose of determine the

quantity of gas Supplied, Essential Energy must ask the Customer to elect:

- (1) to pay an amount estimated in accordance with any applicable laws and to have that amount reconciled in the next bill; or
- (2) to pay an amount based on a determination by Essential Energy after obtaining access to metering equipment.

We're here to help.

Albury
621 Dean Street

Balranald
90 Market Street

Batemans Bay
Shop 7
Bay Centre Plaza
Orient Street

Bathurst*
151–153
George Street

Bega
219–221
Carp Street

Broken Hill
13 Chloride Street

Coffs Harbour^{^*}
102 Thompsons
Road

Cooma*
138 Sharp Street

Cowra*
Shop 12
Calare Building
Kendal Street

Deniliquin
26 Napier Street

Dubbo*
168 Macquarie
Street

Forbes*
91 Lachlan Street

Forster
16 Breese Parade

Goulburn*
148 Auburn Street

Grafton
17 Prince Street

Griffith*
310 Banna Avenue

Gulgong
102 Herbert Street

Hay
81 Lachlan Street

Hillston
151 High Street

Leeton*
19 Pine Avenue

Lismore
81–83
Molesworth Street

Moree
223 Balo Street

Moruya
210 Araluen Road

Mudgee
102 Church Street

Narrabri[^]
1 Logan Street

Narrandera*
113 East Street

Oberon*
157 Oberon Street

Orange*
187 Summer Street

Parkes*
Cnr Church and
Clarinda Streets

Port Macquarie
140 Lake Road

Queanbeyan*
Ground Floor
City Link Plaza
30 Morisset Street

Tamworth*
Electra Street

Taree[^]
Whitbread Street

Trundle
Forbes Street

Tweed Heads
39 Sunshine
Avenue

Wagga Wagga*
2/209 Baylis Street

Wentworth
24–26 Darling
Street

Young
53 Boorowa Street

[^]Payment facilities
unavailable

*Indicates where natural gas is available. In addition Essential Energy can assist customers with natural gas in Adelong, Beelbangera, Blayney, Bombala, Boorowa, Coolamon, Cootamundra, Culcairn, Ganmain, Grong Grong, Gundagai, Gunning, Henty, Holbrook, Maringo, Marrar, Millthorpe, Murrumbidgee, Oberon, Temora, Tumut, Uranquinty, Walla Walla, Wallerawang, West Wyalong and Yanco.

For more information please contact us on **13 23 91**
or visit **www.essentialenergy.com.au**