

Country Energy's Standard Form Gas Supply Contract

(Effective 21 September 2009)

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1. Introduction

1.1 Country Energy

(1) We are a statutory state-owned corporation incorporated under the *Energy Services Corporation Act 1995* (NSW).

(2) Our contact details are as follows:

Address: Country Energy
PO Box 718
Queanbeyan NSW 2620

Phone: **13 23 56**

Fax: **(02) 6214 9860**

Website: **www.countryenergy.com.au**

1.2 Key terms and expressions

(1) The meaning of any terms or expressions which appear in italics are explained in the definition section in clause 15 of this *Contract*.

1.3 Availability of interpreter services

(1) If you require an interpreter, please call **13 14 50**

Arabic : لخدمة الترجمة الشفهية، من فضلك إتصل 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 διερμηνίας παρακαλούμε τηλεφωνήστε στον επανω αριθμό

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

1.4 This Contract

(1) This *Contract* sets out the terms on which we, Country Energy, supply gas to you as your supplier if:

- your *supply address* is located within our supply district, you are connected to the *distribution system* and you have asked us to supply gas to you under a *standard form customer supply contract*; or
- you are a *retailer of last resort customer*; or

- you are a *new occupant customer*.
- (2) This *Contract* is a *standard form customer supply contract* for the purposes of the *Gas Supply Act*.
 - (3) This *Contract* complies with the applicable provisions of the *Gas Supply Act* and the *Regulation* and any other instrument made under the *Gas Supply Act*.
 - (4) This *Contract* is divided into a number of Parts:
 - Section 1 (this section) sets out some important introductory matters relating to the *Contract*;
 - Section 2 sets out when we will start supplying you *gas*;
 - Section 3 sets out the requirements for connection to the *distribution system*;
 - Section 4 sets out arrangements in relation to metering;
 - Section 5 sets out the charges you are to pay us;
 - Section 6 sets out arrangements in relation to billing and payment;
 - Section 7 sets out GST;
 - Section 8 sets out how you may be required to provide *security* for your payment obligations under this *Contract*;
 - Section 9 deals with our gaining access to your *supply address* and certain responsibilities you will have towards our equipment;
 - Section 10 sets out when supply to you under this *Contract* can end;
 - Section 11 states certain warranties, but also limits the extent of our liability to you;
 - Section 12 sets out arrangements for resolving any disputes;
 - Section 13 sets out some general matters such as how you may obtain a copy of this *Contract*; and
 - Section 14 sets out additional terms which will apply if the *retailer of last resort arrangements* apply to you.
 - Section 15 sets out the definitions.

1.5 Other important legal rights and obligations

- (1) Each of us must comply with all *laws* including the *Gas Supply Act* and the *Regulations*.

(2) Your Privacy

- (a) Your privacy is important to us. We collect personal information about you to assist in the operation of our business and the delivery of our gas, electricity and other products and services. If you do not provide us with this information, we may not be able to provide you with our full range of products or services.
- (b) From time to time we may provide you with promotional material. If you do not wish to receive this material, please let us know.
- (c) We may disclose your personal information to organisations we engage to assist us with delivering our products and services, including debt collecting agencies and authorised representatives.
- (d) We may disclose your personal information to a credit reporting agency where you have failed to pay a bill for over 60 days and we have sent you written notice of the overdue payment.
- (e) You can request access to the personal information we hold about you at any time by writing to our Privacy Officer at our ordinary mailing address set out in clause 1.1(2).

1.6 Guaranteed customer service standards

- (1) When we supply *gas* to you we will use reasonable and practicable efforts to meet our Guaranteed Customer Service Standards set out in Schedule 1 and our other standards of service set out in Schedule 2.
- (2) We will supply *gas* to you subject to our rights, as explained in clause 10, to discontinue the supply of *gas*.

1.7 Variation of this Contract

If we wish to amend this *Contract*, by *law* we can do so without your prior consent. We will advise you of any such changes by *notice*. The amended *Contract* will be effective on the date specified in the *notice*. Any amendment of a document or *law* referred to in this *Contract* will also have the effect of amending this *Contract*, although we are not required to provide notice of any amendment

to any *law* or any document issued by Standards Australia or a *recognised document* that is referred to in this *Contract*.

2. Commencement of Contract

2.1 Our agreement to provide you with services

- (1) We will supply *gas* to you from the *start date* if at that time your *supply address* is connected to the *distribution system*, has the necessary metering equipment installed and tested and you have completed an application form and any other documents necessary for us to supply you *gas*. Otherwise we will supply *gas* to you from the day, being after the *start date*, on which you have met such requirements.
- (2) You must complete an application form and any other documents when we ask you to do so to enable us to supply you with *gas*.
- (3) You acknowledge that the physical delivery of *gas* to your *supply address* is controlled by your *network operator*. As your retailer, we do not control the delivery, quality or reliability of *gas* supply to you.

2.2 When does this *Contract* commence?

- (1) If you are an existing *customer* of Country Energy for the supply of *gas* under our *standard form customer supply contract*, this *Contract* will replace the terms and conditions of your current contract and will commence on the date specified in the *notice* which is published in a newspaper circulating throughout the area within which your *supply address* is located.
- (2) If you are a new *customer*, or a new *occupant customer*, this *Contract* will commence on the day you apply to us to sell *gas* to you.
- (3) If you are a *retailer of last resort customer*, to the extent that this *Contract* does not already apply to you, this *Contract* will commence on the *transfer date*.
- (4) If you have been supplied with *gas* by us immediately before the commencement of the supply of *gas* under this *Contract*, you will be liable to us under this *Contract* for payment for any amount outstanding in respect of *gas* supplied by us prior to this *Contract* commencing.

3. Connection to the Distribution System

3.1 General obligations

- (1) You must not take *gas* at a rate which exceeds the maximum capacity of your *delivery point* at your *supply address* as notified to you by us;
- (2) You cannot allow *gas* directed to your *supply address* to be used at another address, or take at your *supply address* any *gas* directed to another address;
- (3) You cannot supply *gas* to any other person unless specifically agreed to by us in writing or unless permitted by *law*;
- (4) You must not tamper with or bypass, or permit anyone else to tamper with or bypass, the meter or associated equipment;
- (5) If we supply *gas* to you under a residential price plan, you cannot use the *gas* for a non-residential purpose other than a home office; and
- (6) If we supply *gas* to you under a specific purpose price plan, you cannot use the *gas* for another purpose.

3.2 Connection

- (1) If you request us to, we will arrange for the connection of your *supply address* to the *distribution system*.
- (2) If we arrange your connection, you must pay the connection charge specified by your *network operator*.

4. Metering

- 4.1 We will arrange for the installation of a *gas meter* at the *supply address* and for the provision of *gas metering services*.
- 4.2 You permit us to give metering data to others involved in enabling us to supply you with *gas*.
- 4.3 If you think your meter is registering inaccurately please let us know. You may request a test of the meter in accordance with clause 6.6.
- 4.4 We will attempt to read your meter or arrange to have your meter read at least every six months.

5. Charges

- 5.1 You must pay us for the *gas* we supply to you and any other related goods or services we provide to you at the prices contained in our *Country Energy Price List* or that we otherwise arrange for you at your request.
- 5.2 You must pay us all applicable GST in accordance with clause 7.
- 5.3 You are not liable to pay any charge under this *Contract* unless the amount of, or basis for calculating that amount, is set out in this *Contract*.
- 5.4 Charges payable by you for the supply of *gas* are based on your measured or estimated consumption during a billing period.
- 5.5 We will reconcile any charges paid by you with the consumption of *gas* measured.

6. Billing and Payment

6.1 Your bill

We will send you a bill at least each quarter for the charges payable by you under this *Contract*.

6.2 Payment

You must pay us the amounts set out in the bill we send you by the due date for payment specified in the bill. If there is an error in any bill and we send you a corrected bill in accordance with clause 6.6, you must pay the corrected bill by the due date for payment specified in the corrected bill.

6.3 Variation of charges

- (1) The charges for *gas* supplied to you may (consistent with applicable *laws*) be varied by us from time to time without your consent. We must advise you of such a variation by a *notice*. The price variation will not be effective until the day specified in the *notice*. The *notice* must specify the date on or after which the variation is to take effect (being a date that is later than the date the *notice* is published) and must include a statement of the new rates or the amount of the variation. The *notice* cannot operate retrospectively but may have general application or may be limited in its application by reference to specified exceptions or factors.

- (2) If the charges for the gas supplied changes during a billing period, the charges for that billing period will be calculated by apportioning your consumption equally across the relevant period and applying the old and new charges to that consumption on a pro rata basis according to the number of days in the period that each relevant charge was applicable.

6.4 Paying your bill

- (1) You must pay your bill by any of the following options:
- (a) in person by cash, cheque or credit card at any customer service centre or authorised agency;
 - (b) by BPay;
 - (c) by Centrepay deduction;
 - (d) by post by means of cheque or credit card;
 - (e) by telephone or internet using a credit card;
 - (f) by direct debit from a cheque, savings or credit card account; or
 - (g) any other method of payment set out in any bill we send to you.
- (2) We will not impose any charge in connection with or resulting from a method of payment used by you and listed in clauses (a) to (g) above.
- (3) You may make payments in advance.

6.5 Late or dishonoured payment

- (1) If your payment by cheque is dishonoured we may charge you a fee.
- (2) If you do not pay the total amount referred to in a bill by the due date for payment specified in the bill we may charge you:
- a late payment charge;
 - any costs associated with recovering any unpaid amount; and
 - interest on any unpaid amount calculated at the *interest rate* from the date when payment was due until the date the payment is made on the basis of a 365 day year.
- (3) If your bill remains unpaid after the date due for payment specified in your bill we may discontinue the supply of gas to you in accordance with clause 10 of this *Contract*. We may charge you a fee to reconnect your supply of gas.

- (4) Where you fail to pay a bill for more than 60 days and we have sent you written notice of the overdue payment we may forward details to a debt collection agency and list you with a credit reporting agency.

6.6 Errors in bills and meter testing

- (1) You may request us to review a bill if you think it contains an error. If we determine the bill is correct, you may request us to test the meter in accordance with any applicable *law*. You must pay the cost of the test (up to the maximum amount permissible by *laws*) if the meter is found to be accurate. We can require you to pay for the test in advance. If you refuse to pay for the test we are not obliged to test the meter. If the meter is found to be inaccurate by more than the amount prescribed by *law* we will ensure that the meter is replaced (or if you own the meter you must do so) and we will refund any amount you have paid in advance for testing the meter on your next bill. If the meter is found to be accurate and you have not paid for the test in advance we will include the cost of the test on your next bill.
- (2) If we find that there is an error in a bill we have sent to you we will correct the error by amending your next bill (consistent with any applicable *laws*). If you are required to make additional payments, we will ensure that you are given the opportunity to make the repayments over a period of time equivalent to the time over which the error remained unnoticed.

6.7 Adjustment of accounts

- (1) Where you have been undercharged
 - (a) If on a review of a complaint, or at any other time, we determine that you have been charged less than the amount that you should have been charged under this *Contract*, we may recover from you the additional amount that should have been charged.
 - (b) However, we may not recover an amount payable in respect of a period that is more than 12 months before the date on which we notify you of our determination.
 - (c) The amount to be recovered will be listed separately, and explained, on a bill issued to you and we will not charge you interest on that amount unless you have not paid that amount by the date for payment specified on that bill.

- (d) If you request it, we will give you a period of time to pay the amount to be recovered that is at least equal to the period during which the undercharging occurred.
- (2) Where you have been overcharged
- (a) If on a review of a complaint, or at any other time, we determine that you have been charged more than the amount that you should have been charged under this *Contract*, and the amount overcharged exceeds \$25, we will:
 - (i) inform you no later than 10 *business days* after becoming aware of the overcharging;
 - (ii) reimburse any overcharged amount paid by you in accordance with your instructions or, if no instructions are given, credit the amount to you in the next bill issued to you; and
 - (iii) pay interest to you on any overcharged amount paid by you at the *interest rate*.
 - (b) If the amount overcharged and paid by you does not exceed \$25, we will:
 - (i) credit the amount to you in the next bill issued to you; and
 - (ii) credit interest on any overcharged amount paid by you at the *interest rate*.

6.8 Statement of rights relating to accounts and bills

We will provide you with a statement of your rights with respect to the matters covered by Division 4 of Part 3 of the *Regulation* (relating to charges and bills).

6.9 Information contained in your bill

- (1) The information to be included in a bill issued by us under this *Contract* must include the following:
- (a) your name, bill number, delivery point identifier and checksum, details of the *supply address* and any relevant mailing address;
 - (b) the dates on which the billing period for the bill began and ended;
 - (c) if a meter reading was recorded at any time during the billing period, details of the meter reading;

- (d) if a meter reading was not recorded during the billing period, we will tell you so and we will estimate the quantity in accordance with the provisions set out in clause 6.3;
- (e) details of the *gas* prices for the *gas* we have supplied to you (including the charges for different categories of *gas* supplied);
- (f) separate details of charges for any other services we have provided;
- (g) details of the quantity of *gas* (in each category, if relevant) in megajoules supplied or estimated to have been supplied during the billing period and of the rates or charges for that *gas*;
- (h) the amount of credit you may have with us;
- (i) details of any amount deducted, credited or received under any Government funded rebate or relief scheme (and details of such schemes) or deferred payment plan operated by us;
- (j) the total charges to be paid in respect of the bill and the particulars necessary to enable you to reconcile those charges;
- (k) the date by which the bill must be paid;
- (l) the amount and due date for payment of any overdue amount owed by you;
- (m) the methods by which the bill must be paid;
- (n) details of the availability of, cost of and refunds relating to meter reliability tests;
- (o) if requested, details of any *security* you have provided to us;
- (p) details of a 24 hour contact phone number for faults and difficulties and our telephone service for payment enquiries;
- (q) particulars of the average daily consumption of *gas* supplied in megajoules during the period in respect of the bill;
- (r) if a bill was issued for the corresponding accounting period during the previous year, by way of comparison, details of the average daily consumption of all *gas* supplied during that previous billing period;
- (s) details of interpreter services.

(2) On request, we will provide you with copies of or

information about previous bills. We will provide this information within a reasonable time free of charge for billing periods for the last two years and at a reasonable charge for earlier billing periods or if you have made a similar request in the last 12 months.

6.10 Estimated bills

- (1) If we find:
 - (a) that metering equipment located at your *supply address* has ceased to register or has ceased to register correctly the quantity of or demand for gas supplied (having an error greater than that prescribed by law); or
 - (b) that gas has been supplied to you without passing through such metering equipment,

then we may estimate the total quantity of or demand for gas supplied to you for any period of up to six months before we discovered the failure. In these circumstances you must pay us, or you will be entitled to be paid a rebate (as the case may be), for the gas supplied, on the basis of the estimate. In the case of you receiving a rebate, we will not pay interest on the funds repaid.

- (2) If we are unable to obtain access to your metering equipment, we may require you to pay us for an amount estimated by us and have that amount reconciled on your next bill, unless you are a *small retail customer* and in your application to us to enter this *Contract* you elected to receive a bill based on our determination of your consumption after we have obtained access to your meter.
- (3) Any estimated bill will be based on your historical meter data or, if we do not have that data, the average daily consumption for the same class of customer supplied by us, calculated for the period covered by the bill.

7. GST

7.1 In this clause:

- (1) An expression or word used in this clause which has a particular meaning in the *GST Law*, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
- (2) 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.

- 7.2 Unless GST is expressly included, any amount payable under this *Contract* for any supply made under or in connection with this *Contract* does not include GST.
- 7.3 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.
- 7.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the GST paid by you:
- (1) we must provide a refund or credit to you, or you must pay a further amount to us, as appropriate, at the same time as the GST exclusive component of the adjustment is refunded or paid;
 - (2) the refund, credit or further amount (as the case may be) will be calculated by us in accordance with the *GST Law*; and
 - (3) we must notify you 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, our requirement to notify you will be satisfied by us issuing to you an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.
- 7.5 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*.

- 7.6 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 7.3.

8. Providing a Security Deposit

- 8.1 We may, at our discretion, at any time, require you to provide *security* for payment of your bills up to the amount determined in accordance with relevant *laws*. If we require *security* to be provided, subject to us complying with the relevant *laws*:
- (1) you must deposit with us either the cash amount specified by us, provide a bank guarantee or take out insurance for our benefit which is satisfactory to us;
 - (2) any cash deposit will belong to us and we shall be entitled to retain any interest earned on the deposit;
 - (3) we may, without prior notice to you, use the cash deposit to settle any amount owing by you under this *Contract* or under any other contract between us; and
 - (4) when this *Contract* ends and all payments required in accordance with this *Contract* have been made by you we will return any remaining part of the cash deposit or do those things necessary to permit the *security* to be released.

9. Access and your Obligations towards Equipment

9.1 Access to your supply address

- (1) You must provide *authorised officers* with safe and unhindered access to the *supply address* during reasonable daylight hours to:
 - (a) read meters;
 - (b) inspect, test, adjust, repair or remove any equipment installed, or arranged to be installed, by us at the *supply address*; or
 - (c) exercise any other rights or carry out any other duties set out in this *Contract* or permitted by *law*.

- (2) We will give you reasonable notice of the entry by an *authorised officer* to your *supply address* except:
- (a) where entry is required in an emergency;
 - (b) where entry is during daylight hours and is solely for the purposes of reading meters, inspecting any equipment installed, or arranged to be installed by us, at the *supply address* (including meters) to ensure that it complies with the requirements of this *Contract* or any *laws*; or
 - (c) where you or any other owner or occupier of the *supply address* has given us permission to enter.
- (3) If an *authorised officer* enters any land for the purpose of making an inspection and, as a result of the inspection, we require any work to be carried out on the land, we may recover the reasonable costs of the entry and inspection from you.

9.2 Your responsibility for service equipment

- (1) You are responsible for the proper care and custody of any metering or other equipment installed, or arranged to be installed, by us at the *supply address*. You must not do anything which may damage any metering or other equipment located at the *supply address*.
- (2) If any of our equipment or equipment arranged to be installed by us is destroyed, damaged or lost (other than due to our or the *network operator's* fault) you may be required to pay for its replacement or repair.
- (3) If any of our equipment or equipment arranged to be installed by us is illegally connected, the connection may be rectified and you may be required to pay a fee in accordance with any *laws*.
- (4) You must not allow a person other than someone you reasonably believe to be an accredited natural gas installer to perform work on a natural gas installation.
- (5) You must not use your *gas* supply in a manner that interferes with the *distribution system* or supply to any other natural gas installation or cause damage or interference to a third party.
- (6) You must 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*.

10. Discontinuing and Disconnection of Supply

10.1 Requirement for notice to stop supply

- (1) You must give us at least three *business days* notice if you wish us to stop supplying *gas* to you or providing you with, or arranging for you to be provided with, goods or other services.
- (2) If you do not give us the required notice, you will be liable for the charges arising under this *Contract* in respect of the supply of *gas* until:
 - (a) three *business days* after we become aware of your desire to have our services discontinued; or
 - (b) we discontinue the supply of *gas* to you; or
 - (c) another supplier becomes responsible for the supply of *gas* to you,whichever is the earlier.

10.2 Circumstances when we can stop supply

- (1) Unless otherwise prohibited by *law*, we may refuse to sell you *gas* or discontinue our sale and/or supply of *gas* to you in any of the following circumstances:
 - (a) if you fail to provide any *security* required in accordance with this *Contract*;
 - (b) if you unreasonably refuse or fail to give an *authorised officer* access to the *supply address* for any of the purposes specified in this *Contract* or permitted by any law or if you obstruct the *authorised officer* from carrying out or attempting to carry out those purposes;
 - (c) if a bill remains unpaid after the date due for payment;
 - (d) where the *supply address* is permitted to be disconnected in accordance with any *law*;
 - (e) when this *Contract* ends for any reason; and
 - (f) where you are transferred under a *retailer of last resort arrangement*.
- (2) We will not discontinue supply of *gas* to the *supply address* unless we have complied with the discontinuance of supply procedures set out in the Guaranteed Customer Service Standard in Schedule 1.
- (3) We may discontinue the sale of *gas* to you if you are reclassified as not being a *small retail customer* only if we give you notice in accordance with clause 10.2(4) and a reasonable time to enter into a customer supply contract.

- (4) Written notice of discontinuance of supply under clause 10.2(3) will be given of the following matters:
- (a) that, if you wish to continue to be supplied with *gas* at the *supply address*, you must arrange supply under a customer supply contract with us or another supplier;
 - (b) whether or not you are entitled to elect to take supply from a standard supplier under a *standard form customer supply contract* and, if you are entitled and we are not the relevant standard retail supplier, the name and contact details of IPART;
 - (c) any charges that you may be liable to pay if you do not arrange supply under a *customer supply contract*;
 - (d) the circumstances in which we may arrange for discontinuation of supply and the date on or after which the supply of *gas* to your *supply address* may be discontinued.
- (5) We may terminate this *Contract* on the date we discontinue the supply of *gas* to you.

10.3 Circumstances when we cannot stop supply

- (1) We must not disconnect your premises, or request that your premises be disconnected from the *distribution system* on grounds arising out of a failure to provide a required *security*, or to pay an amount due with respect to the supply of *gas*:
- (a) while any application made by you for assistance under:
 - (i) any Government funded rebate or relief scheme that is available to you; or
 - (ii) any payment plan that is available to you and is operated by us,is pending; or
 - (b) on a Friday, Saturday or Sunday, public holiday or a day immediately preceding a public holiday or after 3pm on any other day.

10.4 Excusing events

- (1) If you or we become unable to carry out an obligation imposed under this *Contract* because of an event beyond our respective control, other than an obligation to pay an amount due under this *Contract*, then whichever of you or we is affected

by that event will not be required to carry out that obligation until the event that caused the disruption has ceased. Events beyond our control may include (but are not limited to):

- (a) a breakdown of machinery or equipment due to adverse weather conditions or any other cause not being a failure by us to comply with good industry standards;
- (b) acts of God, civil commotion, adverse weather conditions, power shortage;
- (c) strikes or other work force disputes; or
- (d) action or inaction by a government or other competent authority.

11. Liability and Warranties

11.1 Effect of legislation

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.

11.2 Exclusion of implied warranties

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 fullest extent permitted by law.

11.3 Limitation of liability

The liability of us, if any,

- (1) for a breach of a non-excludable condition or warranty implied by the *Trade Practices Act* 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 our 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.

11.4 Limitation of our liability

Despite any other provision of this *Contract*, to the fullest extent permitted by *law*, we and our employees, agents and contractors are not liable in negligence, in tort, in contract or otherwise to you for:

- (1) any direct losses or damages of any kind suffered by you as a result of any act, omission or breach by us or any of our 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 you as a result of any act, omission or breach by us or any of our employees, agents or contractors;
- (3) any failure or defect in the supply of *gas* caused by machinery and equipment breakdown or causes beyond our control;
- (4) any delay in connecting your *premises* to the *distribution system* or testing your meter;
- (5) any deficiency or defect in the equipment used for the conveyance of *gas* or any part of the *gas distribution system*;
- (6) any characteristic of the supplied *gas* which makes it unsuitable for use; or
- (7) an interruption to supply in accordance with this *Contract*; or
- (8) any discontinuance of supply by the *network operator* in accordance with the *law*.

12. Dispute Resolution

12.1 Section 33E of the *Gas Supply Act* and Part 5 of the *Regulation* provide you with a right of appeal in respect of:

- (a) a matter arising under this *Contract*;
- (b) a decision by us to classify you as being or not being a *small retail customer*;
- (c) a decision by us as to any matter arising under a *retailer of last resort arrangement*;
- (d) a decision by us as to any matter arising under a *new occupant supply arrangement*; or

- (e) a matter arising out of our conduct, or the conduct of our agent, acting as a gas marketer.

12.2 The parties must comply with the dispute resolution procedures set out in Schedule 3 to this *Contract*.

13. General Matters

- 13.1 You may request us to provide you with any information concerning the services provided by us under this *Contract*, meter reading, registrations connected with your account or the status of your account or energy efficiency consumption. We will provide such information to you within a reasonable period of time of your request free of charge.
- 13.2 You permit us to provide information concerning the sale of gas or any other information we hold concerning the supply of gas to you to members of the police force, government agencies and any other person we are required to disclose such information to in accordance with any law.
- 13.3 We may use your consumption information for the purposes of customer registration, customer transfer, nomination and balancing arrangements, processing metering data and wholesale settlement of payments in the gas market or for any other purposes we are legally required to do so.
- 13.4 Except as required by law or as provided for under this *Contract*, we may not disclose any of your personal information to any person unless you have given us consent.
- 13.5 If you are a *small retail customer* you may request us to provide you with a copy of this *Contract* or any part of this *Contract*, *Country Energy Price List*, the *Gas Supply Act, Regulation* and any documents referred to in this *Contract*. We will provide you with the first copy of the *Contract* and the *Country Energy Price List* free of charge. If you request further copies of these documents or a copy of the *Gas Supply Act, Regulation* or any other document referred to in this *Contract*, we may charge you a reasonable fee. This *Contract* and the *Country Energy Price List* is also available at our website: **www.countryenergy.com.au**. You may inspect this *Contract*, the *Country Energy Price List*, the *Gas Supply Act, Regulation* and the documents referred to in this *Contract* at our administrative offices free of charge during office hours.

- 13.6 We may disclose your personal information to members of the police force, government agencies and any other person we are required to disclose such information to in accordance with any *law*.
- 13.7 The *law* applicable to this *Contract* is the *law* of New South Wales. We both submit to the jurisdiction of the courts of New South Wales.
- 13.8 Unless otherwise stated, all notices and accounts issued under this *Contract* will be sent to the *supply address*, or such other address as you may notify us in writing from time to time. Notices and accounts will be taken to have been delivered:
- (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 sending 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.
- 13.9 If anything in this *Contract* is unenforceable, illegal or void then it is severed and the rest of this *Contract* remains in force.
- 13.10 If we are required to exercise any discretion under this *Contract* we will do in accordance with the following priorities:
- (1) first, to ensure the ongoing safe and efficient supply of *gas* to you and other *gas* users; and
 - (2) second, to appropriately balance your interests as a *gas* user with our legitimate business interests as a supplier.
- 13.11 You cannot assign or novate your rights or obligations under this *Contract* without obtaining our written consent.
- 13.12 We may assign our rights or transfer our obligations under this *Contract* without your consent to a person who acquires all or a substantial portion of the assets of Country Energy's business of retailing *gas*.

14. Retailer of Last Resort Supply Arrangements

- 14.1 You authorise us to transfer you to another supplier if the *last resort supply arrangements* are

implemented with respect to your *supply address*.
You are not required to pay us any compensation or other payment for that transfer.

- 14.2 We may give information to another supplier, an administrator of any retail market business scheme or the Minister for the purposes of implementing the *last resort supply arrangements*.

15. Definitions

In this *Contract*, unless the context otherwise requires, the expressions “we”, “us” and “our” means Country Energy and “you” means you the *customer*, and the following expressions have the following meanings:

authorised officer means a person, whether or not the person is our employee, who is appointed by us or your *network operator* to be an authorised officer under any relevant *law*.

business day means a day which is not a Saturday, Sunday or public holiday.

Contract means this document, any schedule or annexure to it and any document referred to in this *Contract*.

Country Energy Price List means our price schedule as in force from time to time.

customer means you.

delivery point means the point on the *gas* distribution system at which *gas* is withdrawn from the system for delivery to you.

distribution system means the pipes and associated equipment that are used to convey and control the conveyance of *gas* from the distribution pipeline for *gas* to the *supply address*.

gas means any naturally occurring *gas* or mixture of naturally occurring and manufactured gases which is available for supply to you at the *supply address*.

gas metering services means the maintenance and testing of *gas* metering equipment at the *supply address*, and the reading and forwarding of data from that metering equipment in accordance with any applicable *law*.

Gas Supply Act means the *Gas Supply Act 1996* (NSW) as amended from time to time.

GST means Goods and Services Tax as defined in *GST Law*.

GST Law means *GST Law* as defined in the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time or any replacement or other relevant legislation and regulations.

interest rate means the rate at which interest may be charged on a judgment debt prescribed under section 101 of the *Civil Procedure Act 2005* (NSW) or such other amount as is prescribed by the *Regulation* from time to time.

laws means all laws of the Commonwealth and of New South Wales, including statutes, regulations, licences, authorisations and codes as well as any determinations of any governmental agency or Ministerial orders or directions under such laws applying from time to time relating to the services provided to you in this *Contract*.

network operator means the reticulator who owns and controls the distribution pipeline for gas.

new occupant customer means any person who immediately before the start of this *Contract* was being supplied by us under a *new occupant supply arrangement*.

new occupant supply arrangement means the arrangements set out in Part 4, Division 3 of the *Regulation*.

notice means a notice published by us in a daily newspaper circulating throughout either New South Wales or the district within which the *supply address* is located.

recognised document means a document approved in writing by the Director-General, notice of which has been given in a newspaper circulating throughout New South Wales.

regulation means the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* as amended from time to time.

retailer of last resort arrangement means the arrangements set out in Part 7 of the *Regulation*.

retailer of last resort customer means a customer to whom we are required to supply gas under a *retailer of last resort arrangement*.

security means the deposit of the amount required by us under clause 8 whether by cash, the provision of a bank guarantee or establishment of an insurance policy in our name. This amount is to be dealt with in accordance with clause 8.

small retail customer means a *customer* who consumes less than a specified amount of gas per annum (as determined by *law* from time to time).

standard form customer supply contract has the meaning given to it in the *Gas Supply Act*.

start date for the supply of gas means:

- in the case of existing customers the date this *Contract* starts;

- in the case of *retailer of last resort* customers the *transfer date*;
- in the case of *new occupant* customers from the date of our supply to the *supply address*;
- in the case of new customers the day after your meter reading is taken, if the reading is taken within six days of this *Contract* commencing and otherwise the day the meter reading is taken.

supply address means the address (or addresses) at which you wish us to arrange for the supply of gas.

transfer date means the date specified under the *retailer of last resort arrangements*.

Schedule 1

Guaranteed Customer Service Standards

These Guaranteed Customer Service Standards are made in compliance with the *Gas Supply Act*. Country Energy must comply with these Guaranteed Customer Service Standards and may be required to pay you if it fails to do so. Any payments we make under our Guaranteed Customer Service Standards are payments for a failure to meet those standards, or to comply with the *laws*, and are not an admission of legal liability. Any such payments will be credited to your customer account and will not be paid in cash or by cheque.

Telephone hotlines

We have a telephone hotline that operates 24 hours a day, seven days a week for the price of a local call, to receive notice of, and give information concerning faults and difficulties in the *gas works*. The telephone number is **13 20 80**

For account and customer connection service enquiries, please telephone **13 23 56** during *business hours*.

If you phone us we will:

- identify ourselves;
- provide accurate and helpful information;
- answer and respond to messages promptly; and
- if we are not able to answer your query immediately, we will take your contact details and

provide a response as soon as is possible, usually within one *business day*.

If you write to us we will:

- provide a complete response, or an interim acknowledgment, within seven *business days*. If we send you an interim response it will detail when you will receive a final response and who is the person responsible for answering your letter or e-mail.

Punctuality in keeping appointments

It is important to us that we honour our appointments.

If we make an appointment with you or your representative we aim to be on time. Where unforeseen circumstances require us to reschedule, we will notify you as soon as possible and if we are more than 15 minutes late we will credit your account by \$25.

No discontinuation of supply except after due notice

1. Except in the case where you have requested that we discontinue supply, your *network operator* is undertaking planned or unplanned interruption to your supply, or where we are otherwise permitted to do so by *law*, we will not take action to discontinue the supply of *gas* to the *supply address* on the basis of the circumstances under clause 10 unless we have:
 - (a) sent you at least two written notices of our intention to discontinue supply (and the second notice was not sent earlier than one week after the first notice); and
 - (b) made reasonable attempts to speak with you for the purpose of helping you to remove the grounds for discontinuance; and
 - (c) documented all such attempts.
2. If our attempts to contact you as outlined above have been unsuccessful, we will make reasonable attempts to contact you one further time, outside business hours, prior to discontinuing supply to the *supply address*.

Any notice we send you under clause 1 above will:

- (a) specify the grounds for the discontinuance of supply; and
- (b) indicate the date on or after which we will

discontinue supply to the *supply address* if the grounds are not removed (this date will not be earlier than 14 days after the first notice); and

- (c) advise you of your rights under the Guaranteed Customer Service Standards and to have the complaint referred to the Energy and Water Ombudsman; and
 - (d) if the ground for discontinuance is non-payment to us of amounts due by you, advise you of any Government funded rebate or relief schemes that are available to you, any deferred payment schemes operated by us and if you have applied for assistance under our payment plan by the date indicated by us as the date by which you must make an application, of the outcome of that application on or before the second written notice given under subclause 1(a).
3. Subject to subclause 5, we will not discontinue supply on grounds arising under this *Contract*:
- (a) until the dates specified in accordance with clause 2(b);
 - (b) subject to (a), until a complaint referred to the Energy and Water Ombudsman is determined;
 - (c) for a failure to provide a required *security* or pay an amount due with respect to the supply of *gas* if you applied before the date specified in accordance with subclause 2(b) for assistance under the payment plan operated by us;
 - (d) on a Friday, Saturday or Sunday, public holiday or a day immediately preceding a public holiday or after 3pm on any other day.
4. If your *supply address* is disconnected at our request we will provide you with a notice which sets out:
- (a) the grounds on which the *supply address* was disconnected;
 - (b) a telephone number for you to call to discuss the matter with us;
 - (c) the arrangements you will need to make to have supply reconnected to the *supply address* (including any relevant fee); and

- (d) the dispute resolution procedures which are available to you.
5. Nothing in this standard affects Country Energy's right to disconnect your supply of gas:
- (a) at your request;
 - (b) as specified in the *Contract*; or
 - (c) in accordance with the *Gas Supply Act*.

Reconnection of supply

We must recommence the supply of *gas* to your *supply address* if you:

- (a) rectify the grounds for discontinuance within a reasonable period of time; or
- (b) request the recommencement of supply; and
- (c) pay us a reconnection fee.

If your request is received before 3pm on a *business day* we will use our best endeavours to recommence supply by the end of the same *business day*.

If your request is received after 3pm on a *business day* we will use our best endeavours to recommence supply by the end of the next *business day* unless you elect to pay an after hours connection fee in which case we will endeavour to recommence supply on the day requested.

Where the connection is required at a distance in excess of 20km from a staffed depot, we will recommence supply to you on or before the time we agree upon.

In order for this Standard to apply, the equipment required to supply *gas* to you must be in place at your existing premises or, if the premises are new, the meter and service must have been installed and an inspection completed and approved, at the new premises.

Schedule 2

Other Service Standards

Country Energy will use reasonable endeavours to comply with the following service standards.

Planned interruptions to supply

From time to time the *network operator* will need to work on its *distribution system* to undertake maintenance or connect a new *customer*. This may mean your supply of *gas* may need to be interrupted.

Where this occurs we will try to give you at least two *business days* notice of our intention to interrupt your *gas* supply. This Standard does not apply to any interruption of supply that arises for the purpose of enabling the *network operator* to carry out emergency work or which arises from circumstances beyond its control.

Occasionally, because of emergencies, weather or other circumstances beyond our control, even though we have told you that we will be interrupting your supply of *gas*, we may leave it on.

Quality of services

We will use reasonable and practicable efforts to provide you with a quality of service and *gas* supply consistent with good *gas* industry practice and applicable *laws*.

However, the ways in which other customers use *gas* and the exposure of the *distribution system* to external interference may affect the quality of *gas* supplied to you.

Reliability of services

We will use reasonable and practicable efforts to provide you with safe and reliable service and *gas* supply. We cannot, however, guarantee that *gas* will be supplied to you without interruption.

We or your *network operator* may at any time temporarily disconnect your *supply address* or interrupt your supply of *gas* if we believe it is necessary to avoid danger to life or property, or to prevent interference with the supply to other customers, or for the purpose of connecting or restoring supply to other customers.

We do not need to give notice of such temporary disconnection, but we will take reasonable steps to ensure they are as brief as possible.

Commencement of rectification work

Any services or work that the *network operator* performs in response to a *customer* enquiry or to remedy a disruption in supply will be commenced as soon as practicable, usually within one *business day*, taking into account the scale and complexity of the services or work and the location of the site where the services or work are to be performed.

Government funded rebate or relief scheme

The NSW Government has established an Energy Rebate Scheme to assist in ensuring that energy remains affordable for pensioners and certain Health Care Card holders.

The Energy Accounts Payment Assistance (EAPA) scheme has been established to assist financially disadvantaged people experiencing difficulty paying their energy bill because of a crisis or emergency situation. The scheme ensures people stay connected to essential services during a financial crisis. This scheme is not available on an ongoing basis.

You may be eligible under one of these Government Funded Rebate Schemes. As these rebate and relief schemes change from time to time you may contact us for details.

Payment plans

We operate various payment plans to assist customers experiencing financial problems including:

- Country Support which helps our customers in times of hardship, with long-term payment solutions – not just short-term fixes; and
- EasyPay which allows customers to pay their energy account regularly, in even instalments, directly from their bank account or by automatic deduction from their Centrelink benefits.

As these plans change from time to time as do a customer's personal circumstances you may contact us for further details.

Schedule 3

Dispute Resolution

1. Complaint by you

- 1.1 You may appeal a decision made, or make a complaint about an act or omission, by us in relation to any matter referred to in section 12 (Complaint):
- (1) orally no later than 28 days; or
 - (2) in writing, served on us no later than 28 days and stating the basis of the complaint, after:
 - (a) you receive written notice of the decision; or
 - (b) the date of the relevant act or omission, that gives rise to the Complaint.

2. Consideration of your complaint by us

- 2.1 On receiving a complaint about a decision, we must:
- (1) review the decision and make a determination under this clause; or
 - (2) if you so request, refer the matter for resolution by the Energy and Water Ombudsman.
- 2.2 After considering a complaint about a decision, we may:
- (1) determine that the decision is to stand; or
 - (2) determine to vary or revoke the decision.
- 2.3 After considering a complaint about any act or omission, we may:
- (1) determine to take certain action in relation to the complaint; or
 - (2) determine not to take any action in relation to the complaint.
- 2.4 As soon as practicable after we make our determination under clause 2.2 or 2.3 (Determination), we must give written notice to you:
- (1) of the Determination, together with the reasons for the Determination; and
 - (2) if the Determination is to vary the decision, of the manner in which the decision is to be varied; and
 - (3) if the Determination is to take action, details of that action; and

- (4) of the rights available to you under this *Contract*, the *Gas Supply Act* and *Regulation*; and
 - (5) of the circumstances in which you may become liable for costs under this *Contract*.
- 2.5 If we fail to give such a notice within 14 days after the complaint is made, we will be taken to have determined:
- (1) that our decision is to stand (in the case of a complaint against a decision); or
 - (2) that no action is to be taken (in the case of any other complaint).
- 2.6 In dealing with an application for review we will comply with the applicable Australian Standard (being Australian Standard AS 4269-1995, Complaints Handling.)

3. Referral to the Ombudsman

- 3.1 If you are dissatisfied with a Determination by us, you may apply directly, or ask us to apply on your behalf, to the Energy and Water Ombudsman of New South Wales to review our Determination (assuming our dispute concerns a matter which the Energy and Water Ombudsman is authorised to deal with).
- 3.2 We will comply with any direction given by, and abide by the decision of, the Energy and Water Ombudsman in relation to any Complaint by you that is covered by the Energy and Water Ombudsman Scheme.
- 3.3 Written complaints to the Energy and Water Ombudsman should set out:
- (1) dates, times and locations where events occurred;
 - (2) details of what happened;
 - (3) who you spoke to and a brief description of the conversation (if relevant); and
 - (4) copies of any relevant correspondence or documents.
- 3.4 Further details of the scheme can be obtained from the Energy and Water Ombudsman's website.

3.5 You can contact the Energy and Water Ombudsman of New South Wales on:

Freecall: **1800 246 545**

Freefax: **1800 812 291**

Mail: **Reply Paid K1343, Haymarket NSW 1239**

E-mail: **omb@ewon.com.au**

Website: **www.ewon.com.au**

Customer Service Centres

Albury 621 Dean Street	Goulburn* 148 Auburn Street	Parkes* Cnr Church and Clarinda Streets
Armidale^ Galloway Street	Grafton 17 Prince Street	Port Macquarie 140 Lake Road
Balranald 90 Market Street	Griffith* 310 Banna Avenue	Queanbeyan* Ground Floor City Link Plaza 30 Morisset Street
Batemans Bay Shop 7 Bay Centre Plaza Orient Street	Gulgong 102 Herbert Street	Tamworth* Electra Street
Bathurst* 151–153 George Street	Hay 81 Lachlan Street	Taree^ Whitbread Street
Bega 219–221 Carp Street	Hillston 151 High Street	Trundle Forbes Street
Broken Hill 13 Chloride Street	Inverell* Burtenshaws Road	Tweed Heads 39 Sunshine Avenue
Coffs Harbour^* 102 Thompsons Road	Leeton* 19 Pine Avenue	Wagga Wagga* 2/209 Baylis Street
Cooma* 138 Sharp Street	Lismore 81–83 Molesworth Street	Wentworth 24–26 Darling Street
Cowra* Shop 12 Calare Building Kendal Street	Moree 223 Balo Street	Young 53 Boorowa Street
Deniliquin 26 Napier Street	Moruya 210 Araluen Road	
Dubbo* 168 Macquarie Street	Mudgee 102 Church Street	
Forbes* 91 Lachlan Street	Narrabri^ 1 Logan Street	
Forster 16 Breese Parade	Narrandera* 113 East Street	
	Oberon* 157 Oberon Street	
	Orange* 187 Summer Street	

^Payment facilities
unavailable

*Indicates where natural gas is available. In addition Country Energy can assist customers with natural gas in Adelong, Beelbanger, 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 56**
or visit **www.countryenergy.com.au**