

Summary of Essential Energy's Standard Form Gas Supply Contract

(Effective 1 January 2011)

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The following is a summary of the terms and conditions on which Essential Energy will supply natural gas to you under its "Standard Form Contract Terms and Conditions for the Supply of Natural Gas" ('the Contract'). The Contract applies to those persons to whom we are obliged to supply gas under a standard form customer supply contract under the *Gas Supply Act 1996* (NSW) ('the Act') and who have not already entered into a negotiated customer supply contract with us.

This document also sets out the information Essential Energy is required to give a small retail customer under the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* (NSW) ('the Regulation') including setting out the text of the Guaranteed Customer Service Standards.

Under the Contract:

- (1) the service standards and remedies to which you are entitled are additional to and do not exclude, restrict or modify; and
- (2) the limitation on our liabilities do not exclude, restrict or modify,

the entitlements and remedies that you may have under the consumer guarantees provisions in the Australian Consumer Law.

This summary is not a contract. A copy of the Contract can be obtained by calling **13 23 91**, by visiting any of our Customer Service Centres and on our website at:

www.essentialenergy.com.au

1. 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:

2. Commencement of Contract

If you are an existing customer, the Contract starts on the date that notice of this Contract's terms and conditions are published or such later day as specified in the notice.

If you are a new customer, the Contract starts the day you apply to us for the supply of gas or in the case of a retailer of last resort customer on the transfer date.

3. Variation of Contract

We may vary the Contract from time to time and will notify you of the changes by a notice published in a newspaper circulating throughout New South Wales or Essential Energy's supply district and on Essential Energy's website.

4. Commencement of Supply of Gas

We will supply gas to you from the start date if the supply address is connected to the distribution system, has the necessary metering equipment installed and tested and you have completed all documents necessary for us to supply gas to you.

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.

5. Billing and Payment

5.1 Charges and Variations in Charges

You will be liable to pay Essential Energy for:

- the gas supplied to you; and
- any other related goods or services we provide to you where the charges are specified in the Contract,

based on your measured or estimated consumption during a billing period.

Our gas prices are set out in the “Essential Energy Price List” and are consistent with the applicable regulatory determinations. We will provide you with a copy of the current “Essential Energy Price List” on request and it is also available from our website www.essentialenergy.com.au

If we want to vary the gas prices you pay to us, we must publish the new prices and the date these will start in a newspaper circulating throughout New South Wales or Essential Energy’s supply district and on our website. The variation will not be retrospective. If the variation takes effect part way through a billing period the charges will be apportioned as though the gas is consumed equally across the relevant period and the old and new charges will be applied to that consumption on a pro rata basis according to the number of days in the period that each relevant charge was applicable.

5.2 Bills – Frequency and Content

We will send you a bill at least every three months setting out:

- your name, bill number, delivery point identifier and checksum, supply address and if relevant, mailing address;
- the dates of the billing period;
- details of a meter reading if one was recorded during the billing period and if a meter reading was not recorded, the estimated quantity of gas consumed in the billing period;
- particulars of any rates or charges applicable to the supply of gas;
- separate details of charges for any other services we have provided;
- details of the quantity of gas in megajoules supplied (or estimated to have been supplied) during the

billing period and of the rates or charges for that gas;

- details of any amount of credit;
- details of any amount credited, deducted or received under any Government Funded rebate scheme or Essential Energy Payment Plan;
- details and availability of any Government Funded rebate scheme;
- the total amount to be paid;
- the due date for payment;
- any overdue amount;
- methods by which payment can be made;
- details of the average daily consumption of gas supplied in megajoules;
- details of the average consumption supplied during the previous billing period and during the same period in the previous year (if information is available);
- details of the Essential Energy 24 hour contact number for faults and difficulties and the number available during business hours for billing and payment enquiries;
- details of the availability of, costs of and refunds relating to, meter reliability tests;
- if requested, particulars of any amount of security we hold; and
- details of any interpreter services.

5.3 Estimated Bills

We may estimate the quantity or demand for gas supplied to you for a period of up to six months where:

- the metering equipment at your supply address ceases to record correctly quantity or demand for gas supplied;
- we cannot gain access to your meter to record correctly the quantity of or demand for gas supplied; or
- gas has been supplied without passing through such metering equipment.

If we have been unable to obtain access to the meter we will estimate the consumption unless you have elected to pay an amount based on our determination of your consumption made after we have obtained access to the meter.

The estimate will be based on your historical data if we have that data and otherwise on data for similar customers or on data you have provided.

We do not have to pay you interest if we have overcharged you in an estimate.

5.4 Payment

You must pay our bill by the due date for payment set out in the bill (being not less than 12 days after the bill is sent). You may make payments in advance if need be. You may pay the bill:

- in person by cash, cheque or credit card at any customer service centre or authorised agency;
- by BPay;
- by Centrepay deduction;
- by post by means of cheque or credit card;
- by telephone or internet using a credit card;
- by direct debit from a cheque, savings or credit card account; or
- by any other method of payment set out in any bill we send to you.

We will not impose a charge for any of these payment methods. If the bill relates to other goods and services in addition to gas, we will apply payment firstly to gas charges unless you ask us to apply payment in some other manner.

5.5 Late or Dishonoured Payment

If your payment by cheque is dishonoured we may charge you a fee in accordance with the law.

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 report you to a credit reporting agency as set out in clause 13 and may charge you, in accordance with the law:

- a late payment charge;
- any costs associated with recovering the unpaid amount; and
- interest on the unpaid amount.

If your bill remains unpaid after the date due for payment specified in your bill we may discontinue the sale of electricity to you as set out below.

5.6 Complaints about Bills

You may request us to review a bill if you think the bill is incorrect. If there has been an error in a bill, we will correct the error by amending your next bill.

If we decide the bill is correct you may request a meter test and pay a meter test fee which is refundable if the meter is found to be faulty.

If we determine that the bill is incorrect we will refund any amount overpaid or request any amount underpaid as follows.

5.6.1 Undercharged Amounts

If we (in our capacity as your supplier) determine that the bill is incorrect and that we have undercharged you we will list the amount of the underpayment in the next bill.

We cannot recover amounts attributable to periods more than 12 months before the date we notify you of the error, nor can we charge interest on the underpayment.

If requested, we will let you pay the amount undercharged in instalments over the same period of time as the undercharging occurred.

5.6.2 Overcharged Amounts

If we (in our capacity as your supplier) determine that the bill is incorrect and that we have overcharged you by more than \$25 we will inform you of the overcharging within 10 business days. On request we will refund you the amount plus interest in accordance with your instructions, otherwise we will credit the amount plus interest on your next bill.

If we determine that the bill is incorrect and that we have overcharged you by less than \$25 we will credit the amount plus interest on your next bill.

5.7 Billing Information

We will (in our capacity as your supplier), on request and within a reasonable time, provide you with information regarding the current status of your bill, account, meter reading and meter registrations connected to a bill. We will provide this information free of charge.

We will give you copies of past bills, free of charge, unless the bills are more than two years old or this is your second request within a year, in which case we may charge a fee for the service.

5.8 Security

We may require you to provide security in accordance with any relevant laws.

6. Connection to the Distribution System

You must not take gas at a rate that exceeds the maximum capacity of your delivery point at the supply address.

If requested by you, we will arrange for the connection of the supply address to the distribution system. If we do so, you must pay the necessary connection charge.

7. Metering

We will provide metering services to you. We will attempt to read your meter or arrange to have your meter read at least once every six months. If you request a special reading of the meter, we will read the meter and may charge a fee for this service.

8. Access

You must allow our authorised officers safe and unhindered access to the supply address during daylight hours to carry out our duties under the Contract. We will give you reasonable notice of the visit except where there is an emergency, for inspection and meter reading or where you consent.

You are responsible for taking proper care of the meter or other service equipment installed at the supply address.

9. Discontinuing and Disconnection of Supply

You must give us three business days notice if you want us to stop your supply of gas. Otherwise you may be liable for charges arising under the Contract during that period.

We may discontinue the supply of gas to you if you fail to pay a bill, provide security or provide necessary access to the supply address, when permitted by law to do so if we reclassify you as no longer being a small retail customer, or when the Contract ends.

We will comply with the Guaranteed Customer Service Standard for discontinuance of supply (outlined below).

10. Excusing Events

A party's obligation is suspended (other than payment obligations), whilst an event beyond a party's control affects its ability to carry out its obligation.

11. Liability and Warranties

We will use all reasonable endeavours to ensure that you are supplied gas of an appropriate level and quality. Our liability for any loss or damage is limited to the extent set out in the Contract and to the extent the law makes us liable. In the latter case, liability is limited to:

- replacing the goods or services under the Contract; or
- paying the cost of replacing the goods or services or acquiring equivalent services.

12. Dispute Resolution

We encourage you to contact us directly regarding any concerns or complaints you may have. You have 28 days from receiving written notice of a decision from us or from the date of the relevant act or omission by us to make a complaint.

We will consider your complaint and give you written notice of our determination as soon as is practical after we make our determination. If we do not give you notice of our determination within 10 business days after you make the complaint, we will be taken to have determined that our decision is to stand or no action is to be taken.

In the event we cannot satisfactorily resolve your concerns we will refer your complaint to the Energy and Water Ombudsman which operates a scheme for the independent resolution of disputes. You also have a right to refer a dispute to the Energy and Water Ombudsman directly if the dispute relates to a matter to which the Energy and Water Ombudsman scheme applies.

To make a complaint to the Ombudsman you can either call **1800 246 545**, write to the Ombudsman (Reply Paid K1343 Haymarket NSW 1239 Australia) or complete an online complaints form at the Ombudsman's website at **www.ewon.com.au**

Written submissions should set out:

- dates, times and locations where events occurred;
- details of what happened;
- who you spoke to and a brief description of the conversation (if relevant); and
- copies of any relevant correspondence or documents.

Further details of the scheme can be obtained from the Energy and Water Ombudsman's website.

13. Privacy

We collect personal information about you to assist in the operation of our business, including the delivery of our products and services. Without this information we may not be able to provide you with these products and services. We may also use it to provide you with promotional material. Please tell us if you prefer not to receive this material.

We may disclose your personal information to organisations we engage to assist us, including debt collecting agencies and our authorised representatives and may disclose your information as required by law and as otherwise specified in the Contract.

We may also provide 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. You can request access to your personal information by writing to our Privacy Officer at our ordinary mailing address.

You may request us to provide you with information concerning the services provided by us under the 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 and free of charge.

14. Retailer of Last Resort

We may transfer you to another retailer if retailer of last resort arrangements are implemented with respect to your supply address. We may provide any necessary information about you to third parties to enable you to be transferred under such a retailer of last resort arrangement.

15. Guaranteed Customer Service Standards

We supply gas under the Contract in accordance with the Guaranteed Customer Service Standards which are prescribed by the Regulations and imposed under the Act and form part of the Contract.

Essential Energy must comply with these Guaranteed Customer Service Standards and may be required to pay you if it fails to do so.

The Guaranteed Customer Service Standards as set out in the Contract are as follows:

15.1 Discontinuance and Disconnection Procedure

- (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 unless we have:

- (a) sent to 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 in accordance with 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;
 - (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) We will not discontinue the supply address from the distribution system on grounds arising under the Contract:
 - (a) until the dates specified in clause 15.1(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 clause 15.1(2)(b) for assistance under the payment plan operated by us; or

(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 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 our right to disconnect your supply of gas:

(a) at your request;

(b) as specified in the Contract; or

(c) in accordance with the Act.

15.2 Reconnection of Supply

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

- rectify the grounds for discontinuance within a reasonable period of time; or
- request the recommencement of supply; and
- 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.

15.3 Telephone Hotline Services

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 91** 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, take your contact details and ensure that you get a response.

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.

15.4 Punctuality in Keeping Appointments

If we make an appointment with you we aim to be on time.

It is important that we honour our appointments. However sometimes unforeseen circumstances may cause us to reschedule. If this is the case we will notify you as soon as possible. If we are more than 15 minutes late we will credit your account with \$25.

16. Other Service Standards

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

16.1 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 the 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.

16.2 **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.

16.3 **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 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.

16.4 **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.

16.5 **Government Funded Rebate or Relief Schemes**

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 gas 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.

16.6 **Payment Plans**

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

- Essential 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.

We're here to help.

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

^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**