

Summary of Origin's Standard Form Electricity Supply Contract

(Effective 1 March 2011)



countryenergy

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The following is a summary of the terms and conditions on which Origin will supply electricity and associated goods and services to you under its Standard Form Customer Supply Contract ("Contract"). The Contract applies to those persons to whom we are obliged to supply electricity under a standard form customer supply contract under the *Electricity Supply Act 1995* (NSW) ("the Act") and who have not already entered into a negotiated customer supply contract with us.

This document also sets out the information we are required to give a person who is or may be a small retail customer under the *Electricity Supply (General) Regulation 2001* (NSW) ("the Regulation") including summarising 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 56**, by visiting any of our Customer Service Centres and on our website at:

www.countryenergy.com.au

1. Availability of Interpreter Services

For interpreter services please call the following number: **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 επανα 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 is published or such later day as specified in the notice.

If you are a new customer, the Contract starts on the day you apply to us for us to sell electricity to you.

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 the area in which the variation is to take effect as well as on our website.

4. Commencement of Sale of Electricity

We will supply electricity to you:

- from a day specified by us that is at least 10 days after the commencement of the Contract; or
- from a day specified by us that is less than 10 days after the commencement of the Contract if the supply of electricity involves the provision of a new connection service, or you were being supplied under a new occupant supply arrangement or an exempt last resort arrangement immediately before the commencement of the Contract.

5. Billing and Payment

5.1. Charges and Variations in Charges

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

If we want to vary prices, we must publish the new prices or the amount of the variations and the date these will start in a newspaper circulating throughout New South Wales or the area in which the variation is to take effect and on our website **www.countryenergy.com.au**. The variation will apply as of the date specified, being a date that is later than the date the notice is published or served, and will not be charged retrospectively. If the variation takes effect part way through a billing period, the charge for electricity supplied during the period will be based on your consumption for the whole period allocated 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 for the electricity consumed by you at least once every three months.

The bill will include:

- your name, bill number, national metering identifier and check sum (prominently displayed), address of your premises and any relevant mailing address;
- the dates on which the billing period began and ended;
- details of a meter reading if one was recorded during the billing period;
- if a meter reading is not recorded, the estimated quantity;
- details of the electricity prices and network prices for electricity sold and connection services provided;
- separate details of charges for any other services we have provided or arranged;
- details of quantity of electricity in kilowatt hours supplied (or estimated to have been supplied)

during the billing period and the rates or charges for that electricity;

- particulars of any retail tariff codes and rates of charges applicable to the supply of electricity of each category supplied;
- particulars of the quantity of electricity of each category supplied during the billing period or estimated to have been supplied during the period;
- details of any amount of credit;
- details of any amount credited, deducted or received under any Government funded rebate or relief scheme or payment plan;
- details and availability of any Government funded rebate or relief scheme;
- the total amount to be paid by you;
- the due date for payment;
- any overdue amount and the due date for payment of the overdue amount;
- methods by which payment can be made;
- details of the average daily consumption of electricity supplied in kilowatt hours;
- details of the average daily consumption of electricity supplied during the previous billing period (in kilowatt hours) and during the same period in the previous year (if information is available);
- details of our 24 hour contact number for faults and difficulties and the number available during business hours for billing and payment enquires;
- details of any interpreter services in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek and Spanish) and telephone numbers for the services; and
- particulars of the components of charges that are network charges or the amount of any security held by us, if requested to do so by you.

5.3. Estimated Bills

We can estimate your consumption for up to six months if the meter has ceased to register, has ceased to register correctly (with an error of greater than two per cent) or the electricity has been supplied without going through a meter. In this

case, we must estimate the quantity of or demand for electricity supplied for the period or part of the period. You are liable to pay for, or entitled to be paid a rebate for the electricity estimated.

If we have been unable to obtain access to the meter we will estimate the consumption and have that amount reconciled in the next bill, unless you elect 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 the amount specified in the bill by the due date (being not less than 12 business days after the bill is sent) and you may make payments in advance.

You may pay the bill:

- by cash, cheque or credit card at any Customer Service Centre or authorised agency;
- by BPay;
- by Centrepay deduction;
- by cheque or credit card by post;
- by telephone or internet using a credit card;
- by direct debit from a cheque, savings or credit card account; or
- by any other method set out in the bill.

We will not impose a charge for any of these payment methods. If the bill relates to other goods and services in addition to electricity and customer connection services, we will apply payment firstly to electricity related charges (including customer connection services), 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 14 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 make a complaint to us about a bill or any matter related to the bill including for services arranged by us. If you do so, we will consider the complaint and may either determine that the bill or amount is correct or correct the bill or amount.

If we decide the bill is correct you may request a meter test. We are not required to test the meter if you refuse to pay a meter test fee in advance. If the meter is faulty, we will refund any fee paid.

If we determine that the bill is incorrect, we will request any amount undercharged or refund any amount overcharged as follows:

5.6.1. Undercharged Amounts

If we determine that a bill is incorrect and that we have undercharged you, we may recover the amount that should have been charged and we will list and explain the amount of the undercharge 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 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 of becoming aware of the overcharging. 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 less than \$25 we will credit the amount plus interest on your next bill.

5.7. Billing Information

We will, on request and within a reasonable time, provide you with information regarding the current status of your bill, account, meter readings and meter registrations connected to a bill. We will provide this information free of charge unless the metering information you seek is particularly specific in which case we can charge you for the reasonable costs of collecting and releasing the information. We will give you copies of past bills within a reasonable time of receiving the request, 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 you for the reasonable costs of obtaining and supplying copies of a bill. We may provide copies of bills, or billing information to a person other than you, only if you consent in writing.

5.8. Security

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

6. Customer Connection Services

Unless otherwise requested by you, we will arrange for customer connection services and metering services to be provided at your premises.

7. Metering

You must have electricity metering services provided to your premises before electricity can be sold to you.

We will at your request provide metering services to you.

The meter must be installed and maintained in accordance with the specific laws and codes of practice.

We will attempt to read your meter at least once every six months. If you request a special reading of the meter, we will read the meter within two business days and may charge a fee for this service.

8. Access

You must allow authorised officers safe and unhindered access to the premises during daylight hours to carry out their duties under the Contract. You are responsible for taking proper care of the meter and other service equipment installed at the premises.

9. Disconnection of Supply

You must give us at least 72 hours notice if you want us to stop selling you electricity or providing you with goods or services. If this notice is not given, you will be liable for charges arising under the Contract during that period. We may discontinue our supply of electricity to you if:

- you fail to pay a bill; or
- you fail to provide security; or
- you fail to provide access; or
- the premises is permitted to be disconnected in accordance with the law; or
- the Contract ends.

Except in the case where you have requested that we discontinue supply or where we are otherwise permitted to do so by law, we will not do so:

- (a) while any application made by you for assistance under any Government funded rebate scheme, or relief scheme that is available to customers or any deferred payment scheme operated by us, is pending; or
- (b) while any life-support system that relies on electricity for its operation is in use at the premises.

If we supply electricity to you and you are a small retail customer, we will comply with the Guaranteed Customer Service Standards for disconnection. Otherwise, we will give you reasonable notice of our intention to disconnect. Details of our Guaranteed Customer Service Standards are set out in the Contract and outlined below.

We may charge a disconnection fee in accordance with any applicable law.

We may terminate the Contract on the day you are disconnected.

10. Interruptions to Supply

The physical delivery of electricity to your premises is controlled by your network service provider. Planned and unplanned interruptions to your supply are governed by your customer connection contract with your network service provider not by the Contract.

11. Excusing Events

Other than payment obligations, a party's obligation under the Contract is suspended while an event beyond a party's control affects its ability to carry out its obligations.

12. Liability and Warranties

We will use all reasonable endeavours to ensure you are supplied electricity 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.

13. Dispute Resolution

We encourage customers to contact us directly regarding any concerns or complaints they 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 to make a complaint to us.

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 you are dissatisfied with our determination, you may request us to, or may directly, refer the dispute to the Energy and Water Ombudsman if the dispute relates to a matter to which the Energy and Water Ombudsman scheme applies. The scheme offers independent resolution of disputes.

To make a complaint to the Ombudsman you can either call on **1800 246 545**, write to the Ombudsman (Reply Paid K1343 Haymarket NSW 1239 Australia) or complete a complaints form online 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.

14. 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. 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.

15. Retailer of Last Resort

You may be transferred to another retailer if retailer of last resort arrangements are implemented.

We may require you to pay a last resort supply fee (not exceeding \$50) if immediately before your transfer to us, you were on a negotiated customer supply contract.

16. countrygreen® Product Offer

We will make you an offer to supply you with a green product in accordance with the Regulation.

17. Guaranteed Customer Service Standards

We supply electricity to small retail customers in accordance with the Guaranteed Customer Service Standards which form part of the Contract.

The below Guaranteed Customer Service Standards comply with the requirements imposed by the Act and the Regulation.

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

Any payments to be made by us under our Guaranteed Customer Service Standards are not an admission of legal liability. The payments will be credited to your customer account and will not be paid in cash or by cheque.

17.1. Discontinuance and Disconnection Procedure

1. Except in the case where you have requested that we disconnect supply, for planned and unplanned interruptions under your customer connection contract with your network service provider, or where we are otherwise permitted to do so by law, we will not take action to discontinue the supply of electricity to you unless we have:

- (a) sent to you at least two written notices of our intention to discontinue the supply of electricity (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.

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 the supply of electricity to you.

We will document any action we take to contact you.

2. Any notice we send you in accordance with clause 1 above will:
- (a) specify the grounds for the discontinuance of the supply of electricity;
 - (b) indicate the date on or after which we will discontinue the supply of electricity if the grounds are not removed (this date will not be earlier than 14 days after the first notice);
 - (c) advise you of your rights under Part 2 of Schedules 2 and 3 of the Regulation;
 - (d) advise you of any rights that you may have to refer the complaint or dispute to the Energy and Water Ombudsman for resolution; and
 - (e) 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 plans operated by us and (if applicable) of the outcome of any application made by you under any payment plan.

Where we are required to issue you with a second notice under paragraph 1(a), if you request that the

complaint (if it is a complaint that is covered by an approved electricity industry ombudsman scheme) be referred for resolution by the Energy and Water Ombudsman, we will not disconnect your premises until the date occurring three business days after the date on which the complaint is so referred and will not take any such action if, before that time, the Energy and Water Ombudsman directs that such action not be taken.

3. We will not discontinue your electricity supply for failure to make due payment of money owed to us if you apply to us for assistance under a payment plan operated by us before making any application to the Energy and Water Ombudsman. We may discontinue electricity supply if you fail to make due payment of money under the payment plan or are assessed by us to be ineligible for the assistance under the payment plan.
4. If we request that the premises be disconnected, we will provide you with a notice that the premises have been disconnected which sets out:
 - (a) the grounds on which the premises were 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 premises (including any relevant fee); and
 - (d) the dispute resolution procedures which are available to you.

Nothing in this standard affects our right to disconnect your supply of electricity:

- at your request;
- in accordance with the Electricity Safety Act, the Act or the Regulation such as to undertake fault and emergency work.

17.2. Telephone Hotline Services

We have a telephone hotline that operates 24 hours a day, seven days a week. If you want to give notice of, or be supplied with information regarding faults and difficulties, then you should call **13 20 80**

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

Both numbers operate for the cost of a local telephone call.

17.3. Punctuality in Keeping Appointments

If we make an appointment with you 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 with \$25.

18. Other Standards of Service

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

18.1. Quality of Services

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

However, the ways in which other customers use electricity and the exposure of the distribution network to external interference may affect the quality of electricity supply to you.

It is your responsibility to protect the equipment that you use from changes in the quality of electricity we supply to you. If you believe there is a problem with the quality of supply of electricity, or if quality of supply is important to you or to equipment you use, please let us know. We may be able to recommend ways that you can obtain the quality of supply you require.

18.2. Reliability of Services

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

The network service provider may at any time temporarily disconnect your premises or interrupt the supply of electricity 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, or to undertake planned network maintenance and upgrades.

18.3. Response to Customer Enquiries

If you telephone us we will seek to respond to your enquiry immediately. If we are not able to answer your query immediately, we will take your contact details and provide a response as soon as possible, usually within one business day.

If you write to us we will seek to respond to your enquiry within three business days (at least with an interim response).

18.4. Commencement of Services or Work

We will request your network service provider to commence services or work in response to a customer enquiry within two hours from the time your request is received (or within such other period consistent with the requirements of the market operations rules) and arrange for the network service provider to commence the services or work within the period specified in the standard form customer connection contract.

18.5. Commencement of Services or Work to Remedy a Disruption in the Service

In the event that there is a disruption to the services we provide you under the Contract, we will arrange for the network service provider to commence the services or work within the period specified in the standard form customer connection contract.

18.6. Period of Notice to Carry out Work that will Disrupt the Service

In the event that work must be undertaken (other than emergency work) that will disrupt the services that we provide to you, we will arrange for your network service provider to provide notice in accordance with the time provisions set out in the standard form customer connection contract.

18.7. 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.

It has also established the Life Support Electricity Rebate scheme to assist in ensuring that electricity remains affordable and available for customers who use life-support equipment at home.

The Energy Accounts Payment Assistance (EAPA) scheme has been established to assist financially disadvantaged people experiencing difficulty paying their electricity 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.

As these rebate and relief schemes change from time to time you may contact us for details.

18.8. 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.

Notes

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Notes

Customer Service Centres

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

For more information please contact us on **13 23 56**
or visit **www.countryenergy.com.au**

