



Agreement for the supply of Hot Water Services

Understanding your Energy Agreement with us

New South Wales | South Australia
Queensland | Victoria | Northern Territory

Thanks for
choosing us

April 2018

Thanks for choosing us

At Origin we are dedicated to giving you the best possible service. This document is your copy of our Agreement Terms.

Understanding your Agreement with Origin is important.

If you have any questions after reading this document, please call **13 24 63** and our Customer Service Advisers will be happy to answer them.

Your Agreement and the Regulatory Requirements.

We are pleased to provide your copy of the terms and conditions in which Origin Energy Retail Limited (ABN 22 078 868 425) of Level 45, Australia Square 264 - 278 George Street Sydney NSW 2000 (**Origin**) will provide Hot Water Services and related services to you.

Understanding your Agreement with us is important. If you have any questions after reading this document, please contact us.

We and **Us** means Origin. **You** and **your** means the customer.

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The nature and start of this Agreement and the services

1 What does this Agreement apply to?

We agree to supply Hot Water Services to your Supply Address. The hot water services mean the heating of water by a Central Water Heating System.

We or our authorised representatives also read the Meter for the purposes of measuring your consumption of Hot Water Services. We also maintain the Meter for your Supply Address. In some circumstances we also maintain the Central Water Heating System. We or your body corporate can advise you whether we or the body corporate is responsible for maintenance of the Central Water Heating System for your Supply Address.

We are not responsible for:

- (a) the supply of water, natural gas, LPG or electricity under this Agreement; or
- (b) the installation, maintenance or repair of pipes or other works which facilitate the supply of water to and within your Supply Address.

2 When does this Agreement start?

This Agreement starts on the date you open an account with us for the supply of Hot Water Services.

3 Credit assessment and creditworthiness

You consent to us conducting a credit assessment of you and to using any information we are permitted by law to use to establish your creditworthiness.

We may disclose your personal information to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about you if you have applied for consumer or commercial credit; and/or
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The type of information we may disclose is limited to:

- (c) your identity particulars;
- (d) the fact you are entering into an agreement with us;
- (e) the fact that we are a current credit provider to you;

- (f) any payments overdue for more than 60 days that we have taken steps to recover;
- (g) information that payments are no longer overdue;
- (h) information that in our opinion you have committed a serious credit infringement; and
- (i) dishonoured payments – if a cheque from you for more than \$100 has been dishonoured more than twice.

This information may be given before, during or after the provision of credit to you.

Where you are applying for consumer credit you also agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing your application. Where you are applying for commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you for the purpose of assessing your application.

If you are purchasing, or have agreed to purchase, energy from us you agree we may also exchange permitted credit information about you with other credit providers, to assess your creditworthiness and in circumstances of default (either with us or with the other credit provider).

4 Security deposit

We may require you to pay us a security deposit or other form of credit support on request if we determine that you have an unsatisfactory credit rating, if you do not have a satisfactory payment record or if you are in rental accommodation. You must provide the security deposit or credit support in the amount and within the time required by us (acting reasonably) and through a means acceptable to us (e.g. cash or bank cheque).

We may use the security deposit or credit support to offset any overdue amount and will give you notice if we do so.

We will release the security deposit or credit support on termination of this Agreement once all outstanding amounts to us have been satisfied.

Billing and Payment

5 What am I required to pay?

You must pay us the Charges, which include:

- (a) the usage charges for the supply of Hot Water Services, which are based on the greater of either:
 - (i) the tariff specified on your bill and your consumption of Hot Water Services; or
 - (ii) the minimum charge. The minimum charge covers fixed costs and the amount can be found on your bill or further information about this charge is available from our call centre;
- (b) if applicable, one or more charges which covers fixed costs, including the cost of supplying, maintaining and reading the Meter. These charges may be described as one or more of a “water meter fee”, “service charge”, or “service to property charge” on your bill. The applicable charge and the amount can be found on your bill or further information about these charges is available from our call centre;
- (c) if applicable a service fee which covers the costs of maintaining the Central Water Heating System. The amount of this charge can be found on your bill or further information about this charge is available from our call centre;
- (d) an account establishment fee, which is payable when you open a new account for Hot Water Services. The amount of this fee will be set out on your first bill;
- (e) a card payment fee, which applies if you choose to pay by Mastercard or Visa or any other payment method where we incur a merchant services fee. The amount of this fee is set out in the payment options section of your bill;
- (f) a late payment fee, which may apply for each bill paid after the due date set out on your bill except if your Supply Address is in Victoria. The amount of this fee will be set out on your bill;
- (g) a disconnection fee, which is a fee which applies where we disconnect your Hot Water Services under clause 9(b) (i.e. where you have failed to pay your bill by the due date);

- (h) a reconnection fee, which is a fee which applies where we reconnect your Hot Water Services after it has been disconnected under clause 9(b) (i.e. where you have failed to pay your bill by the due date);
- (i) a final meter reading fee, which applies when your account for hot water services is closed; and
- (j) any taxes, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we supply services to you under this Agreement.

If you breach this Agreement you will be required to pay any reasonable costs we incur as a result of that breach, as well as any reasonable fees we charge in relation to that breach. The amount we recover from you will not be more than our entitlement for compensation under the law.

6 Can the Charges increase under this Agreement?

We may vary the Charges by notice to you at any time. The notice could take the form of a message contained in your bill, and will specify the effective date of the variation. You may end this Agreement immediately if the variation is not acceptable to you by giving us notice.

7 How will I be billed?

We will issue a bill to you at your Supply Address or at another address you nominate. The billing period will generally be at least every 3 months and in Victoria will generally be every 2 months. We may change the billing period by notice to you.

You must pay each bill in full by the due date on the bill. The accepted payment methods are set out on your bill. If for whatever reason you cannot pay by the due date, you must advise us as soon as possible.

If you fail to pay the amount payable by the due date, we may:

- (a) apply any security deposit or credit support we hold towards payment of the bill;
- (b) disconnect or suspend the supply of Hot Water Services (see clause 9);
- (c) refer your bill for collection by a debt collection agency; and
- (d) charge you a late payment fee (see clause 5) and a fee covering our reasonable costs of recovering any outstanding amount from you.

8 What happens if I have been over or under charged?

If you have been overcharged, undercharged or not charged then these amounts will be credited to your account or recovered from you as soon as reasonably practicable after we determine the relevant amounts.

Disconnection and Reconnection and other interruptions to supply

9 Why and when can my services be disconnected?

We may suspend or disconnect the Hot Water Services to your Supply Address in the following circumstances:

- (a) on your request;
- (b) if you fail to pay your bill by the due date, or fail to adhere to an agreed instalment plan or payment option;
- (c) if you have failed to provide us, or our authorised representative, access to your Meter for three consecutive Meter readings;
- (d) if it is required as a result of any emergency, health and safety reason, or dangerous situation; or
- (e) if we need to do so in connection with the supply of services to you or to undertake work on the Central Water Heating System or the Meter.

We will give you notice before we disconnect under clauses (b) and (c).

Where we refer to suspending or disconnecting the Hot Water Services to your Supply Address, this may include stopping the supply of hot water to your Supply Address.

10 How can I be reconnected?

If we have suspended or disconnected the Hot Water Services to your Supply Address for any of the reasons set out in clauses 9(b) or (c) above, we will remove the suspension or arrange reconnection at your request after you have rectified the reason for disconnection and paid any applicable disconnection and reconnection fees.

If we have suspended or disconnected the Hot Water Services to your Supply Address for any of the reasons set out in clauses 9(d) and 9(e) above, we will remove the suspension or arrange reconnection of your Hot Water Services as soon as practicably possible.

11 Events beyond your or our reasonable control

You or we are not liable for not performing an obligation under this Agreement (except an obligation to pay money), because of an event beyond your or our reasonable control (**Force Majeure Event**).

The party affected by a Force Majeure Event must give the other party prompt notice of the Force Majeure Event, including full information about the Force Majeure Event, an estimate of its likely duration, the obligations affected by it, the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

If the effects of a Force Majeure Event are widespread we will be deemed to have given you prompt notice of the Force Majeure Event if we make the necessary information available to you by way of a 24 hour telephone service as soon as practicable.

A person claiming a Force Majeure Event must use their best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. This does not require either of us to settle any industrial dispute in any way we do not want to.

Ending this Agreement

12 What happens if you move out?

If you intend to move from your Supply Address, you must give us at least 5 business days' notice of the date you intend to vacate, and giving us a forwarding address where we can send your final bill.

You will be responsible for all Charges under this Agreement until the end of this notice period, or if you do not provide access to the Meter, until we are given access to the Meter.

13 When and how will this agreement end?

You can end this Agreement at any time by giving us 1 months' written notice. We may end this Agreement at any time by giving you 6 months' written notice. If a party has materially breached this Agreement, the other party can end this Agreement immediately by written notice.

After this Agreement ends, we may choose to disconnect and remove the Meter. You must allow us and our authorised representatives safe, convenient and unhindered access to the Supply Address or other location for the purpose of disconnecting the Meter.

If you continue to take supply of Hot Water Services after this Agreement ends and you have not entered into a new agreement with us, then the terms and conditions in this Agreement will continue to apply.

About this Agreement

14 Can changes be made to this agreement?

This Agreement may be varied by agreement between us where:

- (a) we have given you at least 28 days' prior written notice of the variation to this Agreement; and
- (b) you have accepted that change by not terminating this Agreement prior to the end of that 28 day period.

You may end this Agreement immediately if the variation is not acceptable to you by giving us notice.

15 Access and ownership to Meters

At all times we retain ownership of the Meter installed in connection with the Hot Water Services.

When relevant, you must allow us and our authorised representatives safe, convenient and unhindered access to your Supply Address or other location for the purposes of reading and maintaining the Meters.

16 Our Liability

In addition to your rights under consumer protection laws, we accept liability for losses resulting from our breach of contract and negligence where those losses are reasonably foreseeable. However, we exclude liability to you for all loss or damage that was not reasonably foreseeable, was not caused by our breach of this Agreement or negligence, was related to amounts for business losses (such as lost data, lost profits or business interruptions), suffered by third parties, was caused by circumstances outside of our reasonable control, and was caused, or contributed to, by your breach of this Agreement or negligence.

17 Assignment and subcontracting

You cannot assign, transfer or novate this Agreement. We can assign, transfer or novate this Agreement or transfer you as a customer to any of our related bodies corporate or as part of the transfer to the same third party of all or substantially all of one of our hot water services business

segments. We will provide you with advance notice of any such assignment, transfer or novation.

We may also assign, transfer or novate this Agreement, and/or transfer you as a customer, to any third party with your consent.

18 Warranties

To the fullest extent permitted by law, all warranties implied by common law or statute are excluded from this Agreement unless expressly included. However, if any part of this Agreement is unlawful, unenforceable or invalid, that part is to be treated as removed from the Agreement, but the rest of the Agreement is not affected.

You and we must fully comply with all laws, regulations, by-laws or ordinances which apply in relation to the Hot Water Services and ancillary services we supply to you under this Agreement.

19 Governing law

This Agreement is governed by the laws in force in the State or Territory in which your Supply Address is located. You agree to submit to the non-exclusive jurisdiction of the courts in the State of your Supply Address.

20 Your privacy

We collect, use, hold and disclose your personal and credit related information in order to provide you with the Hot Water Service and related products and services. We may disclose this information to our related companies and our agents and contractors (such as mail houses, data processors and debt collectors) as well as to your distributor and other energy providers for these purposes and more broadly in connection with our provision to you of the Hot Water service. If you do not provide this information to us, we may not be able to provide our products or services to you. Where possible, we will collect this information from you, but we may obtain this information from third parties (including credit reporting bodies). If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement. Our detailed privacy and credit reporting statements are available at **www.originenergy.com.au/privacy**. Our credit reporting statement explains the credit reporting bodies and service providers we disclose credit information to (including overseas), how our disclosure may affect your creditworthiness and how

to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.

21 Notices

A notice given by us or you under this Agreement will be in writing and given:

- (a) personally; or
- (b) by post, addressed to your Supply Address or any other address you nominate from time to time. The notice will be taken to be received by you on the third Business Day after the date of posting to that address; or
- (c) by e-mail if you have provided us with an email address; or
- (d) by fax if you have provided us with a fax address.

22 GST

Notwithstanding any other provision in this Agreement, if the Supplier is or becomes liable to pay **GST** in connection with any Supply:

- (a) the Recipient must pay to the Supplier, in addition to the Agreement Price, an additional amount equal to the amount of that **GST**;
- (b) the Recipient must pay the Agreement Price plus the additional amount on account of **GST** within 30 days of the end of the month in which a **tax invoice** is received from the Supplier for that Supply or as otherwise provided in this Agreement;
- (c) if the **GST** payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Recipient under clause (a) such that a further amount of **GST** is payable in relation to the Supply or a refund or credit of **GST** is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause (a). If an **adjustment event** occurs in relation to a Supply, the Supplier must issue an **adjustment note** to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment; and

- (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly **creditable acquisition** or any wholly or partly **creditable importation** made by that other party, the amount reimbursed shall be net of any **input tax credit** claimable in respect of that acquisition or importation (as the case may be).

In this clause, all italicised and emboldened terms, have the same meaning as in the **A New Tax System (Goods and Services Tax) Act 1999** and in the **GST law**.

In addition:

“Agreement Price” means the **consideration** to be provided under this Agreement for the Supply (other than under this clause);

“Recipient” means the party that receives the Supply from the Supplier;

“Supplier” means the party that provides the Supply to the Recipient and includes the **representative member** of the **GST Group** if the Supplier is a member of a **GST Group**; and

“Supply” means any **supply** to the Recipient by the Supplier pursuant to this Agreement. However, if the **GST law** treats part of a **supply** as a separate **supply** for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the **supply** will be attributable, such part of the **supply** will be treated as a separate **supply** for the purposes of this clause.

23. Definition of terms in this Agreement

Unless the context requires otherwise, in this Agreement:

Central Water Heating System means the hot water systems, apparatus and equipment, installed or to be installed at the Premises to generate hot water but does not include the Meters.

Charges means the charges, fees and other amounts payable by you under this Agreement.

Hot Water Services has the meaning given in clause 1.

Meter means the hot water meter and connection tails installed at the Supply Address or other location in connection with the Hot Water Services.

Supply Address means the premises where you take supply of Hot Water Services from us as detailed on your bill.

How to contact us

Web **originenergy.com.au**

Energy offer enquiries **13 24 63**

Billing enquiries **13 24 61**

Moving home **13 MOVE (13 66 83)**

Email **enquiry@originenergy.com.au**

Postal Addresses

PO Box 1199, Adelaide SA 5001

PO Box 4398, Melbourne VIC 3001

National Relay Service for
hearing impaired customers **13 36 77**

Interpreter Service **1300 137 427**



خدمة الترجمة الهاتفية للغات غير الإنكليزية.

Servicio Telefónico de Intérpretes para otros idiomas.

Per lingue oltre all'inglese contattate il Servizio d'Interpretariato Telefonico

Dịch vụ thông dịch qua điện thoại cho những ngôn ngữ khác không phải tiếng Anh.

Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。

Large Print Copy **13 24 61**

A large print copy of this document is available
on request by calling us.

**For more information visit
originenergy.com.au or call 13 24 63**

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