

Aurora Energy Retail Gas Sale Agreement

For Residential and Small Business Gas Customers



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This Agreement is about the Sale of gas to you as a Residential or Small Business Customer at your current Supply Address (but only if this Agreement is expressed to apply to you in relation to that Supply Address).

We will liaise with the Distributor on your behalf, unless directed otherwise by you. For avoidance of doubt, our procurement of connection and disconnection of gas supply services on your behalf from the Distributor is not to be taken to be providing Distribution Services.

1. Gas Retail Sale Agreement

1.1 About your Agreement with us

1.1.1 This document contains the general terms and conditions under which we will Sell gas to you.

1.1.2 These terms, together with the Aurora Natural Gas Connection Form and the *Your guide to rates and charges for Aurora natural gas* brochure, form the Gas Retail Sale Agreement (“this Agreement”) between you and us for the Sale of gas.

1.1.3 This Agreement will commence on the date you sign the Aurora Natural Gas Connection Form.

1.2 About the Gas Retail Code

1.2.1 The Gas Retail Code applies to this Agreement, except where there is any inconsistency or permitted variation, this Agreement prevails to the extent allowed by the Gas Retail Code.

1.2.2 You can inspect the Gas Retail Code at the Regulator’s website at www.economicregulator.tas.gov.au

1.3 Definitions and interpretation

1.3.1 In this Agreement, “we”, “our”, or “us” are used when referring to Aurora Energy, and we use “you”, or “your” when referring to you, our customer.

1.3.2 The glossary set out in clause 16 of this Agreement also provides the meanings of certain capitalised words used in this Agreement.

2. Sale commencement and term

2.1 Connection to Distribution System

2.1.1 In accordance with all applicable Regulatory Requirements, the Sale of gas under this Agreement depends on the Supply Address being connected to the Distribution System.

2.1.2 Unless you negotiate a different arrangement with the Distributor, we will obtain connection and distribution services from the Distributor in order to supply you with gas under this Agreement. Any charges imposed by the Distributor for these services will either be directly passed through to you or be built into the bundled charges payable under this Agreement. If the Supply Address is not currently supplied with gas, we will use our Best Endeavours to connect the Supply Address to the gas

Distribution System in accordance with all Regulatory Requirements, and will pass through to you any charges for this connection.

2.2 Sale Commencement Date

2.2.1 The Sale of gas will begin on the Commencement Date nominated in your Aurora Natural Gas Connection Form or the earliest day after that date when the following are complied with:

- (a) all necessary transfers have been completed to allow us to Sell you gas in accordance with all applicable Regulatory Requirements;
- (b) where you are not the owner of the property, you have provided us with the consent of the property owner or agent;
- (c) you are connected to the Distribution System in accordance with the Regulatory Requirements as set out in clause 2.1,
- (d) all pipes, fittings and appliances at the Supply Address are certified as complying with all necessary Gas Specifications pursuant to clause 4;
- (e) there is a suitable Meter available for our use;
- (f) access is available to your property in accordance with clause 11.2; and
- (g) if required, a refundable advance payment pursuant to clause 9.

2.2.2 Notwithstanding any other provision of this Agreement, we will not be obliged to Sell gas to you until all of the conditions in clause 2.3.1 have been satisfied.

2.3 Term of Sale

2.3.1 We agree to Sell you gas in accordance with this Agreement from the Commencement Date until this Agreement is otherwise terminated in accordance to clause 3.

3. Termination

3.1 Termination by notice

3.1.1 Either you or we can terminate this Agreement by providing the other party with twenty-eight (28) days’ notice in writing subject to disconnection fees as set out in the *Your guide to rates and charges for Aurora natural gas* brochure.

3.2 New Sale arrangement with us

3.2.1 If you enter into another Sale arrangement with us in relation to the Supply Address, this Agreement will end when that arrangement begins.

3.3 Transfer to another gas retailer

3.3.1 If you terminate this Agreement so that you can transfer to another retailer:

- (a) you must inform us of the earliest date you wish to transfer, which must be at least twenty (20) Business Days after the date of your notice;
- (b) your transfer to another retailer may take up to sixty-five (65) Business Days;

- (c) you will continue to pay for the charges applying under this Agreement until the next scheduled Meter reading occurring after date of your notice pursuant to clause 3.1.1; and
- (d) this Agreement terminates on the commencement of your obligation to pay the other retailer under your new arrangements with that retailer.

3.4 Request for disconnection

3.4.1 You must give us at least five (5) Business Days' notice of your desire that supply be disconnected. This includes where you intend to vacate the Supply Address or have vacated the Supply Address. The notice must include:

- (a) the date you wish to disconnect gas supply; and
- (b) if you are vacating the Supply Address, a forwarding address for your final account. This notice is required to allow us to arrange a final Meter reading.

3.4.2 If you request us to disconnect your Supply Address from the gas Distribution System, a disconnection fee will apply which will reflect any direct costs arising from the disconnection. This includes any amount charged to us by the Distributor or another contractor or agent for providing services in relation to the disconnection, and our reasonable administrative charges.

3.4.3 If you do not give us notice as set out in clause 3.4.1, you will be responsible, in addition to the disconnection fee, for paying for all gas consumed and charges incurred at the Supply Address at the rates set out in the *Your guide to rates and charges for Aurora natural gas* brochure (as varied in accordance with clause six) until the last to occur of any of:

- (a) the Supply Address is disconnected from the Distribution System; or
- (b) another customer enters into a contract with us for gas used at that Supply Address.

3.5 Consequences of termination

3.5.1 When this Agreement is terminated, we are no longer obliged to sell you gas. You are responsible for paying for all gas consumed and charges incurred at the Supply Address at the rates set out in the *Your guide to rates and charges for Aurora natural gas* brochure (as varied in accordance with clause 6) until this Agreement is terminated. Termination will not affect your or our obligation to pay any amount due at the date of or following termination, or any accrued rights or remedies that we or you may have under this Agreement.

3.5.2 If you choose to end this Agreement pursuant to clause 3, it is your responsibility to choose a retailer and pay the costs incurred to enter into a new contract for purchase of gas.

3.5.3 For a period of six (6) months after termination date (unless you vacate the premises) you must also maintain clear and safe access to the Meter for the Distributor, its agent or us expressly

for the purpose of removing the Meter or disconnect the Supply Address from the Distribution System.

3.5.4 Termination does not mean that you cannot be reconnected or that you cannot establish a new Agreement with us.

4. Connection for supply

4.1 Gas appliance compliance

4.1.1 Where a new gas appliance has been installed at the Supply Address, you must produce a certification by a qualified gas fitter to the Distributor that the new gas appliance complies with Gas Specification before we can request the Distributor to connect your Supply Address to the Distribution System. The Distributor will not connect the Supply Address until you have produced a certificate of compliance.

4.1.2 If at any time it comes to the notice of the Distributor or us that any service pipes, fittings, equipment, installation or appliance on your Supply Address is unsafe or does not comply with the Gas Specifications, and corrective action should be taken, we may request the Distributor to disconnect your gas supply. Before taking any such action we will endeavour to give you such prior notice as we consider appropriate in the circumstances, although in some circumstances no prior notice may be possible.

4.1.3 Following any such disconnection, we will not be obliged to resume gas supply until, at your expense, you have taken all steps and done all things necessary to make the site or appliance safe, or to comply with all Gas Specifications.

4.2 Protection and maintenance of your gas supply

4.2.1 To enable the Distributor to provide you with a reliable, safe supply of gas, you must:

- (a) comply with all relevant Regulatory Requirements and keep the gas installations and appliances at your Supply Address in safe condition;
- (b) protect the Distributor's equipment from damage and interference;
- (c) not allow a person other than an accredited gas installer to perform work on a gas installation or appliance; and
- (d) ensure that your actions and equipment do not adversely affect the Distribution System or the quality of our supply to both you and other customers.

5. Disconnection for breach

5.1 Non-payment

5.1.1 As a last resort, we may request the Distributor to disconnect supply to your Supply Address if you have failed to pay your gas account or have not entered into a payment arrangement with us by the due date.

5.1.2 Notwithstanding clause 5.1.1, we will not request disconnection from the Distributor for supply of gas to your Supply Address, until we have provided you with:

- (a) a written reminder notice that your gas account is overdue for payment within fourteen (14) days after the initial due date for the gas account ("Reminder Date");
- (b) a written notice of our intention to request the Distributor to disconnect supply. We will send you this notice fourteen (14) days after the Reminder Date ("Intention to Disconnect Date"). If you fail to pay your outstanding gas account within five (5) Business Days from the Intention to Disconnect Date, we will request a disconnection of supply from the Distributor; and
- (c) a payment arrangement offer.

5.1.3 If you are experiencing financial difficulty, please contact us and we will provide you with information about payment assistance.

5.1.4 If, after we request the Distributor to disconnect supply of Gas to your Supply Address pursuant to clause 5.1.2(b), you either pay the gas account or enter into a payment arrangement with us, we will use reasonable endeavours to prevent disconnection occurring.

5.1.5 If your supply has been disconnected due to non-payment of a gas account under clause 5.1, we will request the Distributor to reconnect supply to your Supply address only if you:

- (a) pay the gas account (including any interest that has accrued on the gas account, and a reconnection fee); and
- (b) provide us with an advance payment, in accordance to clause 9, for the payment of the future gas account; or
- (c) enter into a payment arrangement with us to pay the gas amount, interest and the reconnection fee.

5.2 Denial of access

5.2.1 We may disconnect the Supply Address or request the Distributor to disconnect supply to your Supply Address if, due to acts or omissions on your part, the access to the Supply Address for the purpose of reading the Meter is not possible for three (3) consecutive bills. The same applies if you have refused or failed to give an authorised officer access to the Supply Address or obstructed the officer in his or her functions under this Agreement.

5.3 Unauthorised or illegal access

5.3.1 If you obtain gas from us otherwise than as permitted by this Agreement or any relevant Regulatory Requirements, we may take action to disconnect supply, estimate the usage for which you have not paid and take debt recovery action for the unpaid amount plus interest and any disconnection and reasonable legal costs.

5.3.2 If your actions result in damage to the Distributor's equipment, the Distributor may recover from you the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

5.3.3 Where clause 5.3.1 applies we will give you written notice of our intention to request the Distributor to disconnect supply and the reason(s) for the disconnection prior to the disconnection occurring.

5.4 Refusal to make advance payment

5.4.1 If you refuse to pay a refundable advance payment where required by us, and continue this refusal five (5) Business Days after receiving a disconnection warning, we may request that the Distributor disconnect the Supply Address at your cost.

5.5 Other breaches

5.5.1 We may request that the Distributor disconnect the Supply Address, at your cost, if:

- (a) you breach any other of your obligations under this Agreement and fail to rectify that breach within ten (10) Business Days of being advised of the breach by us in writing; or
- (b) you are not, or cease to be, a Residential Customer or Small Business Customer.

5.6 Other grounds for disconnection

5.6.1 The supply to your Supply Address will be disconnected if the Distributor gives us notice of its intention to disconnect supply to your Supply Address. We will send you a written notice of the Distributor's intention within five (5) Business Days of us receiving such notice from the Distributor.

5.7 Reconnection

5.7.1 If the Supply Address has been disconnected for any reasons stipulated in clause 5, we will recommence supply at your request and on payment of a reconnection/connection fee (as specified in clause 5.7.4) if you have rectified the reason for disconnection within a reasonable time.

5.7.2 We will use reasonable endeavours to ensure that the Distributor reconnects the Supply Address:

- (a) on the day of your request, if you contacted us before 3pm on a Business Day;
- (b) on the next Business Day after your request, if you contacted us after 3pm on a Business Day; or
- (c) on the day of your request, if you contacted us after 3pm on a Business Day but before 7pm and you agree to pay our after hours reconnection fees.

5.7.3 If we (or the Distributor or another contractor or agent) have been called out to disconnect the Supply Address for any of the reasons set out in this clause 5 and the reason is rectified before we disconnect the supply premises, then we may charge a call-out fee as specified in clause 5.7.4.

5.7.4 The reconnection/disconnection fee, after-hours reconnection fee and call-out fee referred in this clause 5 will be:

- (a) the fee specified in the *Your guide to rates and charges for Aurora natural gas* brochure; or

(b) if no fee is specified in the *Your guide to rates and charges for Aurora natural gas* brochure, an amount which includes any amount charged to us by the Distributor or another contractor or agent for providing services in relation to the disconnection, connection or call-out, and our reasonable administration charges.

5.8 Disconnection not termination

5.8.1 Disconnection of the Supply Address, for any reason, does not constitute an automatic termination of this Agreement, nor does it prevent us from terminating this Agreement in accordance with its terms.

6. Charges and variations

6.1 Charges set out in this Agreement

6.1.1 The initial charges are as set out in the *Your guide to rates and charges for Aurora natural gas* brochure. We reserve the right to amend the rates and charges at any time.

6.1.2 The basis for the calculation of charges under this Agreement will be:

- (a) fixed daily fee (cents per day); and
- (b) consumption fee (cents per megajoule).

6.2 Timing of variation

6.2.1 A variation to the initial charges set out in the *Your guide to rates and charges for Aurora natural gas* brochure will not take effect until we have given you a written notice (which may consist of a statement on your bill or publication in each of the three (3) daily newspapers in Tasmania) of the variation, including:

- (a) the date on which the variation is to take effect; and
- (b) a statement of new rates or the amount of the variation.

6.2.2 Any notice of variation will form part of this Agreement from the effective date of the variation notified in clause 6.2.1(a).

6.3 Change in your circumstances

6.3.1 You are responsible for notifying us of any changes in your circumstances that may affect the charges we are entitled to impose upon you under this Agreement. Any variations to these charges will not take effect until fourteen (14) days after we receive notice from you regarding the change in your circumstances.

7. Billing and payments

7.1 Format and timing of bills

7.1.1 We will issue a bill to the address nominated by you or a person authorised to act on your behalf in relation to your consumption of gas during a Billing Period.

7.1.2 Each bill will identify the charges for gas and will set out any other information as required by the Gas Retail Code, and

(a) will include a telephone number at which:

- (i) inquiries may be made relating to gas accounts;
- (ii) we may be contacted in an emergency;
- (iii) we may be contacted when you are experiencing difficulty paying a gas account; and
- (iv) information showing your consumption for the period covered by the gas account and to the extent that the data is available;
- (v) your consumption for each gas account period over the past 12 months; and
- (vi) a comparison of your consumption for the period covered by the gas account with your consumption for the same period the previous year.

(b) be based on consumption of gas as indicated by Meter readings, subject to the following exception:

- (i) where a reliable meter reading cannot be obtained for any reason, including inability to access the meter, the gas account may be based on a reasonable estimate of consumption and, if a reliable meter reading becomes available later, the next account must be adjusted to reflect actual consumption.

(c) notwithstanding clause 7.1.2(b)(i), we will obtain a reading of your Meter at least once in each 12 month period.

(d) We will notify you of a gas account estimated under clause 7.1.2(b)(i), the reason for the gas account being estimated, how the gas account has been estimated and that if a reliable meter reading becomes available later the next gas account will be adjusted to reflect actual consumption.

7.1.3 If we provide goods or services in addition to the sale or supply of gas including connection charges, those items may be billed separately or as separate items on the bill.

7.2 Calculation of bills

7.2.1 Your bill will be based on the amount of gas identified by us or the Distributor as having been delivered to your Supply Address.

7.2.2 We will use our Best Endeavours to ensure that your meter is read every Billing Period.

7.2.3 The amount of gas referred to in clause 7.2.1 will be derived from consecutive Meter readings or, where Meter readings are unavailable, from our reasonable estimate of your gas consumption under clause 7.3.

7.3 Estimate of gas usage

7.3.1 Where a Meter reading has not been possible, or when an interim bill is requested, we will provide you with an estimated gas consumption based on:

- (a) information you provide to us on the Meter reading;
- (b) your prior billing history; or
- (c) standard industry profile figures for the Billing Period.

7.3.2 Where we estimate your consumption, this will be clearly indicated on your bill. The bill following the next available Meter reading will include the balance of the charges since the last Meter reading or if the consumption was overestimated the charges will be amended and the customer advised accordingly.

7.3.3 If you request us to undertake a special Meter reading, a Special Meter Reading fee (as specified in the *Your guide to rates and charges for Aurora natural gas* brochure) will apply reflecting our direct cost arising from conducting a special Meter reading. This will include the amount charged to us by the Distributor or another contractor or agent for providing services in relation to the special Meter reading, and our reasonable administrative charges.

7.4 Review of bills

7.4.1 We will review your bill at your request, in accordance with our Complaints Handling and Dispute Resolution Procedure in clause 13.

7.4.2 If our review shows the bill to be correct, you must pay the amount of the bill in full or request a Meter test under clause 8. If our review shows the bill to be incorrect, we will make appropriate adjustments to your next bill.

7.5 Payment

7.5.1 You agree to pay us the full amount shown on each bill including GST by the due date shown on the bill, which will not be less than twelve (12) Business Days after the date of issue of the bill.

7.5.2 You may make payments to us by:

- (a) direct debit into our account;
- (b) credit card;
- (c) mailing us a cheque;
- (d) payment at authorised offices; or
- (e) any other method advised by us from time to time.

7.5.3 If you are unable to pay the bill by the due date, you must contact us to arrange for payment. We will offer you a range of payment options.

7.5.4 Any amount due from you that is not paid by the due date shown on the account will be treated as being overdue, and subject to regulatory limitations, you will:

- (a) incur an overdue account fee of \$5; and
- (b) become liable for the payment of interest at the Bank Bill Rate on the overdue amount calculated from the due date.

7.5.5 If the bill remains unpaid within fourteen (14) days after the due date we will issue a reminder notice.

7.6 Undercharges and overcharges

7.6.1 If you have been undercharged as a result of an error or omission by us or your distributor we will recover the amount of the undercharge, totalled over a period no longer than twelve (12) months prior to when the measurement error became known.

7.6.2 If you have been overcharged as a result of an error or omission by us or your distributor we will refund the amount of the overcharge, totalled over a period no longer than twelve (12) months prior to when the measurement error became known.

8. Metering and Meter testing

8.1 Meter testing

8.1.1 The Distributor may test your Meter periodically for its own purposes, and you will not be charged for this work.

8.1.2 You may request to have your Meter tested if you believe it is inaccurate. We will refer you to the Distributor or Meter testing authority that will test the Meter at a charge for the services, which you must pay in advance. The Meter Testing fee is set out in the *Your guide to rates and charges for Aurora natural gas* brochure. We will give you a copy of the results of the test if the testing authority does not do so.

8.1.3 If the Meter is accurate, you will be responsible for paying all testing charges that the Distributor will pass through to Aurora Energy and the full amount of your bill.

8.1.4 If the Meter is found to be inaccurate, you will not be charged for the service and the Meter will be corrected or replaced at the Distributor's discretion.

8.2 Tampering with metering equipment

8.2.1 If the Distributor or we find that the Metering equipment or Metering data (or any associated service pipes or equipment) at your Supply Address has been tampered with, or that there has been any other interference such that we consider that your gas usage has not been measured accurately, you agree that we will be entitled to disconnect your gas supply.

8.2.2 If, following disconnection of your gas supply, we agree to resume gas supply to you, any resumption may (at our discretion) be on condition that you pay a reconnection fee, together with the full cost of repairing or replacing any damaged property, or of making the installation safe.

8.2.3 You also agree to pay our reasonable assessment of any loss we have incurred from a shortfall in recorded consumption as a result of the tampering during the period of your occupancy, together with applicable fees and interest calculated as though the account was overdue.

9. Refundable advance payment

9.1 When it will apply

9.1.1 Before agreeing to Sell you gas, we may require you to make a refundable advance payment where:

- (a) you are a new customer with no payment history;
- (b) you have an unsatisfactory payment history; or
- (c) you have an unsatisfactory credit rating.

9.1.2 The amount of the refundable advance payment required will be 1.5 times the bill amount of the average quarterly consumption of gas of a person who has similar gas consumption as you. We will accept a bank guarantee in our name instead of a cash payment.

9.1.3 We will provide a receipt and pay interest on the advance payment at Bank Bill Rate, accruing daily and capitalised every 90 days until repaid.

9.2 Use and return of the advance payment

9.2.1 We may use the refundable advance payment, including accrued interest, to offset:

- (a) your outstanding bill if your gas supply has been disconnected due to your failure to pay the gas account;
- (b) your final bill where this Agreement has been terminated and a bill remains unpaid; or
- (c) at your request, any fees that may arise from your request for disconnection of supply or you inform us of a change in the occupation of the Supply Address.

9.2.2 We will advise in writing should we use your refundable advance payment.

9.2.3 We will return the refundable advance payment, together with accrued interest, within ten (10) Business Days:

- (a) after one (1) year of satisfactory payment of your gas account; or
- (b) when you cease to be our customer and have no outstanding debt with us.

10. Information and communication

10.1 Information we require from you

10.1.1 You must ensure that your name and Supply Address are correctly set out on this Agreement, and must provide us with identification before we Sell gas to your Supply Address.

10.1.2 You must also advise us promptly if there is any change in:

- (a) your contact details;
- (b) the major purpose of using gas at your Supply Address;
- (c) access to the gas Meter; or
- (d) the internal gas pipes or appliances at the Supply Address which may affect the quality or safety of the gas supplied under this Agreement.

10.2 How we use and disclose Personal Information about you

10.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act 1988.

10.2.2 We need to collect the Personal Information in this Agreement to Sell you gas and, if necessary, to transfer you from your existing retailer. We may use and disclose Personal Information about you

for this and related purposes, including to send you information about other products and services.

10.2.3 If you do not wish to receive marketing information and offers from us, or if you wish to access any of the Personal Information we hold about you, please contact us via the telephone number provided in clause 17.

10.2.4 You acknowledge that in certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including your name, address and other details. Such uses or disclosures may include, without limitation:

- (a) disclosures to certain law enforcement agencies for the purpose of:
 - (i) connecting your Supply Address to the Distribution System; and
 - (ii) complying with the Regulatory Requirements (including the Gas Retail Code);
- (b) disclosures to certain law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
- (c) uses or disclosures in accordance with a court order;
- (d) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
- (e) uses to assist in internal investigations into suspected fraud or other unlawful activities.

10.2.5 You also authorise us to seek from, or give to:

- (a) credit reporting agencies;
- (b) other credit providers;
- (c) the Distributor or another retailer of gas; or
- (d) our agents, contractors and franchisees; such information about your credit worthiness, credit standing, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting agencies under the Privacy Act 1988 and other applicable Regulatory Requirements.

10.3 Access to information

10.3.1 We will provide you with access to Personal Information we hold about you, on request, unless we are not permitted to by law or required by any Regulatory Requirements to refuse such access. For access request, please contact us via the telephone number provided in clause 17 or via post.

10.4 Means of communication

10.4.1 Except where a particular method of communication is specified in this Agreement or any Regulatory Requirements:

- (a) any communication between us and you under this Agreement may be in writing, by telephone or by electronic means such as email to an agreed address;
- (b) any communication under this Agreement required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report; and

- (c) if a notice is sent by post, it is taken to be received three (3) Business Days after posting unless received earlier.

10.5 Information we will provide to you

10.5.1 We will provide you with a copy of our Customer Charter as soon as practicable after you enter into this Agreement and at any other time upon your request.

10.5.2 You can also inspect our Customer Charter and *Your guide to rates and charges for Aurora natural gas* brochure at our website at www.auroraenergy.com.au

11. Your obligations in using natural gas

11.1 General obligations

11.1.1 Our obligations under this Agreement are subject to you complying with the following requirements:

- (a) you must comply with the Gas Retail Code and Regulatory Requirements where applicable, and must give effect to any of the Distributor's rights under the Gas Retail Code or the Regulatory Requirements;
- (b) you must pay all relevant fees and charges in relation to the Supply Address, and continue to pay the supply account, by the due date specified on the bill;
- (c) you must not allow gas directed to the Supply Address to be used at another address, or take at your Supply Address any gas provided by us directed to another address;
- (d) you must not resupply gas supplied under this Agreement to any other person unless specifically agreed to by us in writing or unless permitted by Regulatory Requirements;
- (e) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
- (f) if we Sell gas to you for a specific purpose, you must not use the gas for another purpose; and
- (g) you must use your gas in a safe and approved manner.

11.2 Access to Supply Address

11.2.1 You must give us and the Distributor safe, convenient and unhindered access to the Supply Address for the following purposes:

- (a) to read the Meter;
- (b) to connect or disconnect supply;
- (c) to inspect or test gas installations as appropriate;
- (d) to inspect, repair, test or maintain the Distribution System; or
- (e) to install, inspect, repair, test or maintain the gas Meter.

11.2.2 You need to immediately inform us if you do something to affect access to the Metering equipment. If you undertake building alterations that restrict access to your Meter, the Meter will need to be relocated or a remote reading system will be installed at your cost.

11.2.3 For the purpose of clause 11.2.1, you must ensure that any animal on your property is under control.

11.3 If you are not the owner of the Supply Address

11.3.1 You may only be able to fulfill certain of your obligations under this Agreement if you are the owner of the Supply Address. If you are not the owner of the Supply Address, we may require you to request that the owner fulfill those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfill those obligations on your behalf, where this Agreement is necessary to enable us to carry out our obligations.

11.4 Consequences for breach of obligations

11.4.1 A breach of any of these provisions in clause 14 may constitute a breach of this Agreement and at our discretion entitle us to terminate the Agreement.

12. Our responsibilities in selling natural gas

12.1 Force Majeure Event

12.1.1 If a Force Majeure Event results in either party being in breach of this Agreement, the obligations of each party will be suspended for the duration of the Force Majeure Event, except any obligations to pay money.

12.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those affects.

12.1.3 For the purposes of clause 12.1.2, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a twenty four (24) hour telephone service within thirty minutes (30) of being advised of the Force Majeure Event, or otherwise as soon as practicable.

12.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

13. Complaints and dispute resolution

13.1 Your right to review

13.1.1 You may make a complaint to us about any decision we have made in relation to our Sale of gas to the Supply Address.

13.2 Complaints handling and dispute

Resolution Procedure

13.2.1 Subject to anything to the contrary in this Agreement, when we receive a complaint from you, we will deal with your complaint

in accordance with our Complaints Handling and Dispute Resolution Procedure, which complies with Australian Standard 4269 and is outlined below.

13.3 Outline of review process

Telephone complaint

13.3.1 You may telephone us on the number set out in the Customer Charter or otherwise communicated to you, to notify us of any complaint in relation to our Sale of gas to the Supply Address.

13.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

Written complaint

13.3.3 Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.

13.3.4 On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within twenty eight (28) days with our decision.

Referral to higher level

13.3.5 Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at a higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

Referral of complaint to the Ombudsman

13.3.6 If you are not satisfied with our review and written response to your complaint, you may contact the Energy Industry Ombudsman of Tasmania for further review.

13.4 Detailed review process available

13.4.1 Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

14. General

14.1 Our liability

14.1.1 Title and risk in all gas supplied to you will pass to you at the respective delivery point.

14.1.2 The Trade Practices Act 1974 (Cth) and the Fair Trading Act 1990 (TAS) automatically incorporate conditions, warranties and rights for your benefit and protection into this Agreement, if you are what those laws call a "consumer". If you are a consumer under these laws, this Agreement cannot lessen the benefits these laws give, except to the extent permitted by these laws.

14.1.3 To the extent permitted by these laws, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided

under this Agreement, its quality, fitness or safety, other than those set out in this Agreement.

14.1.4 Where conditions, warranties or undertakings are implied by these laws and cannot be excluded, to the extent permitted by law, our liability for breach of these conditions, warranties or undertakings is (at our option) limited to:

- (a) providing equivalent goods or services provided under this Agreement to your Supply Address; or
- (b) paying you the cost of replacing the goods or services provided under this Agreement to your Supply Address; or acquiring equivalent goods or services.

14.2 Not liable

14.2.1 As far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the gas we sell to you under this contract.

14.2.2 In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure in gas supply, or there is a defect in the gas supplied (however caused); or
- (b) some characteristics of gas make it unsuitable for some purposes; or
- (c) any act or omission of a third party (such as the Distributor).

14.3 Supply standards and interruptions

14.3.1 Except where required by law, we have no responsibility for gas quality and distribution standards and all the responsibility rests with the Distributor.

14.3.2 You agree that the Sale and supply to the Supply Address may be interrupted, discontinued or restricted:

- (a) when permitted or required under law or court order;
- (b) for a Force Majeure Event;
- (c) by the Distributor;
- (d) when there are insufficient quantities of gas or system capacity to meet the needs of all users;
- (e) for repairs, testing, maintenance or for installation of a new connection or other works; and
- (f) during an emergency or for reasons of public health or safety or the protection of any person or property.

14.3.3 In these circumstances, you agree immediately to cease or reduce your gas consumption at the Supply Address and to comply with the directions of the Distributor or us.

14.3.4 Where reasonably possible and in accordance with Regulatory Requirements, we or the Distributor will give you prior notice of interruptions. Notices or directions given under this clause 14.3 may not comply with clause 14.9.

14.4 Survival of certain clauses

14.4.1 Clauses 14.1, 14.2, 14.3, 14.4 and 14.8 survive the termination of this Agreement.

14.5 GST

14.5.1 You agree to pay us GST on any taxable supplies made by us in connection with this Agreement, except where we have indicated that a charge is inclusive of GST.

14.6 Waiver and variation

14.6.1 Except as otherwise provided in this Agreement, a right created under this Contract may not be waived except in writing signed by the party granting the waiver.

14.6.2 Other than as required or permitted by law or the terms of this Agreement, any variation of this Agreement must be made in writing between the parties.

14.6.3 We may vary this Agreement by written notice to you to the extent reasonably necessary to comply with any change in any Regulatory Requirements to the extent permitted by Regulatory Requirements.

14.7 Applicable law

14.7.1 This Agreement shall be governed by the laws of Tasmania.

14.7.2 We and you submit to the non-exclusive jurisdiction of the courts of Tasmania.

15. Faults with respect to supply

15.1.1 For gas supply failures or faults, safety awareness, service difficulties, gas theft, or information regarding planned interruptions or pipe locations, please contact the Distributor, Tas Gas Networks on **1800 770 018** (24 hours a day, 7 days a week).

15.1.2 You can also write to the Distributor at: Tas Gas Networks, PO Box 858, Launceston Tas 7250.

16. Glossary of terms

16.1 Definitions

In this Agreement unless the context otherwise requires:

Agreement – means the terms set out in clauses 1 to 17 (inclusive) of this document.

Aurora Energy – means Aurora Energy Pty Ltd ABN 85 082 464 622 of Level 2, 21 Kirksway Place, Hobart, Tasmania 7000.

Aurora Natural Gas Connection Form – means either the residential or small business connection form requesting purchase of gas to your Supply Address.

Bank Bill Rate – means the Commonwealth Bank of Australia corporate overdraft reference rate, as published from time to time.

Best Endeavours – means to act in good faith and use all reasonable effort, skills and resources.

Billing Period – means the length of the supply period covered by each bill, in this case, three (3) calendar months.

Business Day – means any day Monday through Friday that is not a public holiday in Tasmania.

Commencement Date – means the date on which this Agreement commences which is nominated by you in your Aurora Natural Gas Connection Form, or the earliest date after that on which you satisfy all the conditions set out in clause 2.2.

Customer Charter – has the same meaning as in the Gas Retail Code.

Director of Gas – means a person appointed by the Tasmanian Government to oversee commercial and regulatory issues relating to the distribution and retail supply of gas in Tasmania.

Distributor – means the person who is licensed to own or operate the pipes we use to supply you with gas. In this case, the Distributor is Tas Gas Networks.

Distribution System – means a network of pipelines, meters and controls used to supply gas, or a Distributor uses to transport gas for supply to customers.

Distribution Services – has the same meaning as in the Gas Retail Code.

Force Majeure Event – means an event outside our or your control.

Gas Act – means the *Gas Act 2000 (Tas)*, as amended or replaced from time to time.

Gas Retail Code – means the Tasmanian Gas Retail Code made by the Director of Gas from time to time under section 38A of the *Gas Act 2000 (Tas)*.

Gas Specifications – means the Australian Specifications for Reticulated Natural Gas AS 4564–2003, as amended or replaced from time to time.

GST – means goods and services tax payable pursuant to A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Meter or Metering – means an instrument that measures the quantity of gas passing through it and includes associated equipment attached to the instruction to control or regulate the flow of gas. The Meter is the property of the Distributor.

Personal Information – means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

Regulator – means the Office of the Tasmanian Economic Regulator, appointed as the Director of Gas under section 7 of the Gas Act.

Regulatory Requirements – means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administration or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards applicable to the Tasmanian

Gas market (including the Gas Retail Code) or administrative interpretations of them, as may be in force and as amended from time to time.

Residential Customer – means a customer whose consumption of gas or anticipated gas consumption is used for domestic purposes and less than 1TJ per annum.

Sale or Sell – means the sale of gas by us to you.

Small Business Customer – means a customer whose consumption of gas or anticipated gas consumption is used for business purposes and less than 1TJ per annum.

Supply Address – means

- (a) the address for which you purchase Gas from us where there is only one supply point or connection point at that address; or
- (b) where there is more than one supply point or connection point at that address, each supply point or connection point through which you purchase gas.

Your guide to rates and charges for Aurora natural gas brochure sets out the fees and charges that may be applicable to you for the purchase of gas from us.

16.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to “include” or “including” are non-exhaustive and do not imply any limitation;
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
- (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;

- (g) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (i) a reference to a person includes that person’s officers, employees, contractors, agents or other representatives;
- (j) an event which is required under this Agreement to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
- (k) words defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning when used in clause 14.5 of this Agreement.

17. How to contact Aurora Energy

Write to:

Aurora Energy, GPO Box 191, Hobart Tas 7001

Visit www.auroraenergy.com.au

Phone us on:

For residential customers: **1300 13 2003**

For business customers: **1300 13 2045**

Customer Feedback: **1800 80 0753**

Fax Enquiries: (03) 6237 3444

Hearing Impaired users only:

TTY **1800 65 1246** (Freecall)



Aurora Energy Retail Gas Sale Agreement
For Residential and Small Business Gas Customers