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GAS ACT 1997

TRUenergy PTY LTD (ABN 99 086 014 968)

Default Contract Terms and Conditions Applicable from 4 November 2010

PREAMBLE

Please note: This contract is about the sale and supply of gas to you as a customer at your current supply address but only if this contract is expressed to apply to you in relation to that supply address). These standard terms and conditions are published in accordance with section 34 of the South Australian *Gas Act 1997* and will come into force on 4 November 2010. When in force these standard terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

1. THE PARTIES

This contract is between:

TRUenergy Pty Ltd (ABN 99 086 014 968) of Level 33, 385 Bourke St, Melbourne, Victoria 3000 (in this **customer sale contract** referred to as "we", "our" or "us"); and

You, the **customer** to whom this **customer sale contract** is expressed to apply (in this **customer sale contract** referred to as "you" or "your").

2. DEFINITIONS

Words appearing in bold type like **this** are defined in Schedule 1 to this contract.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1. These are our terms and conditions

This document sets out our current **default contract** terms and conditions for the purposes of section 34B of the *Gas Act*.

3.2. Default contracts

These terms and conditions apply to you (and as a consequence you will be deemed by section 34 of the *Gas Act* to have a **default contract** with us) if:

(a) you are a **small customer** in relation to your **supply address**;

(b) you commence taking a supply of gas at that **supply address** after 28 July 2004 without first entering into a **standing contract** or a **market contract** for that **supply address** with us or another **retailer**; and

(c) we were the last **retailer** to have a contract with a **customer** for the sale of gas for that **supply address**.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract end?

Subject to clause 4.1, your contract will end:

(a) when you enter into a different **customer sale contract** with us or another **retailer** for your **supply address**;

(b) when another **customer** enters into a **customer sale contract** with us or another **retailer** for that **supply address**;

(c) if you have vacated or intend to vacate your **supply address**, on the day you cease to be responsible to pay for gas supplied to that **supply address** under clause 16; or
(d) on the day after you cease to have the right under the *Energy Retail Code* to have your **supply address** reconnected following disconnection in accordance with clause 15.

4.2 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

4.3 Termination

Subject to clause 16, you may end this contract without providing us with any prior notice.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

This contract applies to the sale and supply of gas to you at your **supply address**. We agree to sell and supply gas to you at your **supply address** and perform the other obligations set out in this contract.

In return, you are required to pay the amount billed by us under clause 9 of this contract, and perform your other obligations under this contract.

5.2 Quality of Supply

5.2.1 Our obligations

We will use our **best endeavours** to supply gas to you in accordance with **applicable regulatory instruments**.

5.2.2 Explanation of change in quality of gas supply

We will provide you within 10 **business days** of your request an explanation of any change in the quality of gas outside of the allowed limits specified in **applicable regulatory instruments**.

5.2.3 Limitation on quality of supply obligations

Our obligation concerning the quality of gas supply is limited to the extent that:

- (a) the distribution system; or
- (b) the quality of gas supply to other customers, is adversely affected by your action or equipment.

We will, at your request, provide you with advice on any facilities required to protect gas equipment.

5.3 Safety of supply

5.3.1 Our obligations

We will use our **best endeavours** to ensure that our actions do not interfere with the safe operation of the **distribution system**.

5.3.2 Right to information by a small customer

At your request we will provide advice on:

- (a) the facilities required to protect gas equipment; and
- (b) your use of **supply** so that it does not interfere with the **distribution system** or with **supply** to any other gas installation.

5.4 Reliability of Supply

5.4.1 Our obligations

We will use our **best endeavours** to provide a reliable supply of gas to you in accordance with **applicable regulatory instruments**.

5.4.2 Interruption of supply

Subject to this clause 5.4, we may interrupt your gas supply for maintenance or repair, for the installation of a new supply to another customer, in an emergency or for health and safety reasons.

Subject to the time frames set out in clause 11, we must give you reasonable notice before interrupting or limiting the gas supply to your **supply address**.

5.4.3 **Unplanned interruption**

In the case of an unplanned interruption, we will provide a 24 hour telephone service to enable you to ascertain details and the expected duration of your interruption.

5.4.4 **Information on interruptions**

At your request, we will give you an explanation for any unplanned maintenance and/or interruption to the supply of gas at your **supply address**.

6. **OUR LIABILITY**

6.1 **How this clause operates with the Trade Practices Act etc.**

The *Trade Practices Act 1974 (Cth)* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of gas, its quality, fitness or safety, other than those set out in this contract.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your **supply address**; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your **supply address**, or acquiring equivalent goods or services.

6.2 **Survival of this clause**

This clause 6 survives the termination of this **customer sale contract**.

7. **APPOINTMENTS**

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late we will credit your next bill with \$20 (including GST) and phone you to apologise.

8. **PRICE FOR GAS AND OTHER SERVICES**

8.1 **What are our tariffs and charges?**

Our current tariffs and charges for gas and other services are set out in the **price list**. Some of the tariffs and charges are regulated by law.

Other amounts relating to the sale of gas to you, including special meter readings, account application fees and fixed charges for special purpose gas sales will be separately itemised on your bill.

At your request, we must provide you with reasonable information setting out the components of the charges which appear on a bill.

8.2. **Which tariff applies to you?**

Our **price list** explains the conditions that need to be satisfied for each tariff and charge.

In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

8.3 **Variations to the customer's tariffs and charges**

We may only vary our tariffs and charges in accordance with the requirements of the **Gas Act** or other **applicable regulatory instruments** and any variation will be published on our website and in the *South Australian Government Gazette*.

If the conditions applying to our tariffs and charges change so that your previous tariff and charges no longer apply to you at your **supply address**, we can decide which tariffs and charges will apply.

8.4 **Switching tariffs**

You must tell us if your circumstances relating to your eligibility for a tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

8.5 **Changes to the tariff rates and charges during a billing cycle**

If a tariff rate or charge applying to you changes during a **billing cycle**, your bill for that **billing cycle** will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

8.6 Changes to the tariff type during a billing cycle

If the type of tariff or charge applying to you changes during a **billing cycle**, your bill for that **billing cycle** will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

8.7 Pass through of taxes and other charges

In some cases we can pass through to you certain taxes and other charges in accordance with **applicable regulatory instruments**. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

8.8 GST

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our **price list** from time to time; and
- (b) the amount specified in clause 7.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for "taxable supplies" as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the *Trade Practices Act 1974*.

9. BILLING

9.1 When bills are sent

We will send a bill for the sale and supply of gas to you as soon as possible after the end of each **billing cycle**.

If we fail to issue a bill following the end of a **billing cycle**, we will offer you the option of paying for any gas used during the relevant **billing cycle** under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

9.2 Calculating the bill

We will calculate at the end of each **billing cycle**:

- (a) the bill for gas sold and supplied during that **billing cycle** (using information obtained from reading your meter or using an approved estimating system); and
- (b) the amount for any other services supplied under this contract during the **billing cycle**.

9.3 Estimating the gas usage

If your meter is unable to be read, or your metering data is not obtained, for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of gas which was purchased from us at your **supply address** may be estimated.

When your meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of gas used, based on the reading of the meter. When you have received an estimated bill due to the absence of metering data and a subsequent meter reading shows that you have been undercharged, we will offer you the option of paying for the amount undercharged under an instalment plan.

If the meter is unable to be read due to your actions, we can bill you any charges we incur in arranging for a meter reader returning to your **supply address** to read the meter.

9.4 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

9.5 Contents of a bill

The bill will be in a form and contain such information as is required by the *Energy Retail Code*.

10. PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment.

10.2 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

10.3 Late payments

If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you. If you are a **business customer**, you may also be required to pay interest on the outstanding amount as set out in the **price list**.

This clause does not affect our right to arrange for your **supply address** to be disconnected under clause 14 of this contract.

10.4 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

We are required by the *Energy Retail Code* to identify situations where you may be experiencing difficulties in paying your bill. In such cases, we will offer you the opportunity to pay your bill under an instalment plan and provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

11. ACCESS TO YOUR SUPPLY ADDRESS

You must allow safe and convenient access to your **supply address** for the purposes of:

- (a) reading the meter;
- (b) connecting or disconnecting supply;
- (c) inspection, repair or testing of the gas installation at your **supply address**; or
- (d) maintenance of the distribution system.

We will give you at least 24 hours' notice of our intention to enter your **supply address** for the purposes of connecting or disconnecting supply or inspection, repair or testing of the gas installation.

We will give you at least 4 **business days**' notice of our intention to enter your **supply address** for the purposes of planned maintenance work.

12. OVERCHARGING AND UNDERCHARGING

12.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our error, we can only recover the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

12.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this contract, we will pay you that amount within 10 **business days**.

Where the amount overcharged is more than \$100, and you have already paid that amount, we must ask you whether the amount should be credited to your account, repaid to you or paid to another person, and pay the amount in accordance with your instructions within 10 **business days**.

12.3 Reviewing your bill

If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

13. SECURITY DEPOSITS

13.1 Interest on security deposits

Where you have paid a **security deposit**, we must pay you interest on the deposit at a rate and on terms required by the *Energy Retail Code*.

13.2 Use of a security deposit

We may use your **security deposit**, and any interest earned on the **security deposit**, to offset any amount you owe under this contract:

(a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your **supply address**; or
(b) in relation to a final bill (i.e., the bill we issue when you stop buying gas from us at your **supply address**).

13.3 Business customers

If you are purchasing gas for business use, we may request that you increase the amount of your **security deposit** in accordance with the *Energy Retail Code*.

14. DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the *Energy Retail Code*, we can arrange for the disconnection of your **supply address** if:

(a) you do not pay your bill by the last day for payment and, in the case of **residential customers**, you refuse to agree to an instalment plan or payment option offered by us;
(b) you fail to comply with the terms of an agreed instalment plan or payment option;
(c) you use gas illegally or breach clause 17 of this contract;
(d) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.

14.2 Comply with the Energy Retail Code

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your **supply address**.

14.3 Disconnection for emergencies

Despite any other provisions of this **customer sale contract**, we may disconnect or interrupt the supply of gas at your **supply address** in an emergency.

If we do disconnect or interrupt the supply of gas at your **supply address** due to an emergency, we will provide a 24 hour telephone service with information on the nature of the emergency and an estimate of when supply will be restored. We will also use our **best endeavours** to reconnect the supply of gas at your **supply address** as soon as possible.

14.4 Disconnection for maintenance

We may disconnect or interrupt the supply of gas at your **supply address** for planned maintenance on or augmentation to the distribution system.

If we do plan to disconnect or interrupt the supply of gas at your **supply address** for planned maintenance on or augmentation to the distribution system we will use our **best endeavours** to give you at least 4 **business days**' notice of that disconnection or interruption.

We will use our **best endeavours** to minimise interruptions and to restore supply of gas to your **supply address** as soon as practicable.

15. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your **supply address** and you pay to us all of our and the **distributor's reasonable** reconnection charges in advance, we will arrange for the reconnection of your **supply address**.

We may refuse to arrange reconnection and terminate your **customer sale contract** if we are allowed to do so under the *Energy Retail Code* (such as where the circumstances leading to your disconnection have not been fixed within a period of 10 **business days** after the date on which you were disconnected).

16. VACATING A SUPPLY ADDRESS

You must give us at least 3 **business days**' notice of your intention to vacate your **supply address**, together with a forwarding address for your final bill.

When we receive the notice, we must use our **best endeavours** to arrange that the relevant meters are read on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

If you do not provide the required notice, or if you do not provide access to your meter, you will be responsible for all gas purchased at the **supply address** until:

- (a) we become aware that you have vacated your **supply address** and the relevant meters have been read; or
- (b) you give us the required notice; or
- (c) someone else commences purchasing gas from us or another **retailer** for that **supply address**.

17. USE OF GAS AND ILLEGAL USE

17.1 Use of gas

You must not:

- (a) allow gas purchased from us to be used other than in accordance with this contract or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

17.2 Illegal use

If you have breached clause 17.1 of this contract, we may, in accordance with the *Energy Retail Code*:

- (a) estimate the amount of the gas so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your **supply address**.

18. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the **Gas Act** and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying gas changes).

19. WE CAN AMEND THIS CONTRACT

We can amend our contract with you at any time in accordance with the **Gas Act**, provided the amendments satisfy the requirements of the *Energy Retail Code*, any special conditions to this contract and our licence. Any amendment will take effect from the date referred to in the *South Australian Government Gazette*.

20. NOTICES

Unless this document or the *Energy Retail Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at the address at which you buy gas from us or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second **business day** after it was sent.

21. PRIVACY AND CONFIDENTIALITY

21.1 Privacy of information

Subject to clauses 21.2 and 25 of this contract we must keep your information about you confidential.

21.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your **distributor** or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing.

22. QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the sale and supply of gas by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

TRUenergy Retail Telephone	Customer service and account enquiries 133 466
Supply and maintenance (24 hours) 131 366	Telephone interpreter service 131 450
TTY (for hearing impaired customers) 1300 368 536	
TRUenergy Retail Telephone	Customer service and account enquiries 133 466
Supply and maintenance (24 hours) 131 366	Telephone interpreter service 131 450

23. FORCE MAJEURE

23.1 Effect of force majeure event

If, but for this clause 23, either party would breach this contract due to the occurrence of a **force majeure event**:

(a) the obligations of the party under this contract, other than any obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and

(b) the affected party must use its **best endeavours** to give the other prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

TRUenergy Telephone

Customer service and account enquiries 133 466

Faults & Emergencies (24 hours) 1800 808 526

Telephone interpreter service 131 450

TTY (for hearing impaired customers) 1300 368 536

23.2 Deemed prompt notice

For the purposes of this clause 23, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

23.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 23 by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimize the effects of that **force majeure event** as quickly as practicable.

23.4 Settlement of industrial disputes

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.

24. APPLICABLE LAW

We, as your **retailer**, and you, as our customer, agree to comply with any applicable requirements of any codes or guidelines issued by the **Commission** from time to time.

The laws of South Australia govern this contract.

25. LAST RESORT EVENT

If we are no longer entitled under the **Gas Act** to sell gas to you due to a **last resort event** occurring in relation to us, we are required by the **Energy Retail Code** to provide your name, billing address and **MIRN** to the gas entity appointed as the retailer of last resort under the **Gas Act** and this contract will come to an end.

SCHEDULE 1: DEFINITIONS

"**applicable regulatory instruments**" means any Act or regulatory instrument made under an Act, or regulatory instrument issued by the **Commission**, which applies to us as a **retailer**;

"**best endeavours**" means to act in good faith and use all reasonable efforts, skill and resources;

"**billing cycle**" means the regular recurrent period for which you receive a bill from us;

"**business customer**" means a **small customer** who is not a **residential customer**;

"**business day**" means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

"**connection point**" means the agreed point of supply between your gas installation and the distribution system;

"**customer**" means a **customer** as defined in the **Gas Act** who buys or proposes to buy gas from a **retailer**;

"**customer sale contract**" means a **standing contract**, a **market contract** or a **default contract**;

"**date of receipt**" means, in relation to the receipt by you of a notice (including a **disconnection warning**) given by

us:

(a) in the case where we hand the notice to you, the date we do so;

(b) in the case where we send a notice by facsimile or by e-mail before 5 p.m. on a **business day**, on that **business day**, otherwise on the next **business day**;

(c) in the case where we leave the notice at your **supply address**, the date we do so;

(d) in the case where we give the notice by post or, registered mail or lettergram, a date 2 **business days** after the date we sent the notice.

"**default contract**" means the **customer sale contract** between a **retailer** and a **default customer** arising in accordance with the regulations under the **Gas Act**;

"**default customer**" means, in relation to a **connection point**, a person who is deemed pursuant to the regulations under the **Gas Act** to have a **default contract** with a **retailer** in relation to that **connection point**;

"**disconnection warning**" means a notice in writing issued in accordance with clause 9;

"**distributor**" means a holder of a licence to operate a distribution system under Part 3 of the **Gas Act**;

"**force majeure event**" means an event outside the control of you or us;

"**Gas Act**" means the *Gas Act 1997*;

"**in-situ termination**" means a termination made where you are not vacating a **supply address**;

"**last resort event**" means an event which triggers the operation of the retailer of last resort scheme approved by the **Commission**;

"**market contract**" means a **customer sale contract** which complies with Part A of the *Energy Retail Code* other than a **standing contract** or a **default contract**;

"**metering data**" has the meaning given that term in the *Retail Market Rules*;

"**MIRN**" means a Meter Installation Registration Number assigned to a metering installation at a gas **customer's supply address**;

"**price list**" means our list of current tariffs and charges applying to you from time to time;

"**quarterly**" means the period of days represented by 365 days divided by 4;

"**residential customer**" means a **small customer** who acquires gas for domestic use;

"**retailer**" means a person licensed under the **Gas Act** to sell and supply gas;

"**security deposit**" means an amount of money or other arrangement acceptable to the **retailer** as a security against a **customer** defaulting on a bill;

"**small customer**" has the same meaning as is given to that term in the *Energy Retail Code*;

"**standing contract**" has the same meaning as is given to that term in the *Energy Retail Code*;

"**standing offer**" means the offer to sell and supply gas made in accordance with our **standing offer obligation**;

"**standing offer obligation**" means the obligation imposed on a **retailer** under the **Gas Act** to agree to sell and supply gas to a **small customer** in accordance with the **retailer's standing contract** terms and conditions when requested to do so by that **small customer**;

"**supply address**" means:

(a) the address for which you purchase gas from us where there is only one **connection point** at that address; or

(b) where there is more than one **connection point** at that address, each **connection point** through which you purchase gas from us.