

Terms & Conditions

Market Retail



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1. Introduction

This document is designed to explain your contract, and provide you with an overview of our business operations, our commitments to you, your expectations as well as your rights and obligations. This document also mentions about our Privacy & Credit Policy and explains how your personal information, credit information, and credit eligibility information is managed. This document also contains information on our feed-in arrangements. This section will not apply to you if you do not have solar panels and if you are not eligible for feed-in arrangements.

2. Contract

These terms and conditions form part of our contract with you for the sale of energy.

There are two separate contracts if you buy both electricity and gas from us. Electricity related terms only apply to the contract of sale of electricity and gas related terms apply to the contract of sale of gas.

2.1 Our role

We agree to sell you the energy at your specified premises.

3. Commencement & Termination of your contract

The contract starts as soon as you accept our offer to sell energy to you. You can accept our offer to sell you energy by signing our contract in person and returning it to us before the offer expiry date, by accepting our offer online or over the phone.

3.1 Cooling off Period

If you wish not to proceed with the contract you can exercise your right to cancel the contract without penalty during a 10 business day cooling-off period. Your cooling off period starts on the next business day from the day you accepted our offer and the day we gave you a copy of the contract together with our disclosure statement.

If you decide to cancel the contract during the cooling-off period, you can do so by sending an email, calling our customer service number or sending the cancellation letter provided to you with our terms and conditions.

3.2 When do we commence selling energy to you?

We will only start selling you energy when

- your cooling off period has elapsed.
- you have satisfied any pre-conditions set out in the Regulatory requirements, including giving us Acceptable Identification for billing purposes
- metering equipment has been installed (if required) at the Premises which complies with the Regulatory requirements
- there is an active connection from your premises to the distribution network.
- the transfer has been processed and we become responsible for the energy supplied at the premises if you are transferring to us from another energy retailer.

3.3 When can we cancel your contract

We may cancel the contract before we start supplying energy to you if:

- you do not meet our credit requirements; or

- you do not qualify for the offer we have made to you; or
- you do not classify as a small customer any more

We will notify you if we decide not to supply you with energy and cancel the contract under this paragraph.

3.4 When does this contract end?

(a) If you are selling, moving out or vacating your Premises for any reason, you must notify us with your intention to vacate the Premises and provide your forwarding address to us so we can send you your final bill. Any notification you give us will be taken to be a notice given under subclause 3.4(b) (iii) of this Contract.

(b) This Contract ends:

(i) subject to clause 3.6, on the Expiry Date; or (ii) if you give us a notice under clause 3.1 during the Cooling Off Period – on the date that we receive that notice; or

(iii) if you notify us that you wish to end the Contract, e-g because you are vacating the Premises, —subject to clause 3.4(c), 10 Business Days after we receive your notification; or

(iv) if we or your Distributor reclassify you as no longer being a Small Customer and— A. you have told us of a change in the use of your Energy, subject to clause 3.4(c), on a date specified by us by notice to you, which will be at least 5 Business Days from the date of our notice; or B. you have not told us of a change in the use of your Energy, subject to clause 3.4(c), —from the time of the change in use; or

(v) on the date that we both agree to end this Contract; or

(vi) on the date that a new retail contract for your Energy supply starts (whether with us under a different contract or with a different Retailer); or

(vii) on the date that a new Customer's contract to buy Energy for the Premises starts; or

(viii) 10 Business Days from the date of Disconnection of your Premises (if you have not met the requirements in the Regulatory requirements for Reconnection); or

(ix) 10 Business Days from the date that we send you a notice that we intend to end this Contract because you have been subject to a Change in Control; or

(x) 5 Business Days from the date that we send you a notice that we intend to end this Contract because you are bankrupt or insolvent; or

(xi) if a Retailer of Last Resort (RoLR) Event occurs, on the date that you are transferred to another Retailer under the relevant RoLR Scheme or as otherwise prescribed by the Regulatory requirements or the RoLR Scheme applicable in the State in which your Premises is located.

(c) If you do not give us safe and unhindered access to the Premises to conduct a final Meter reading (where relevant), this Contract will not end under subclauses 3.4(b)(i), (iii), (iv), (ix) or (x) until we have issued you a final bill and you have paid any outstanding amount for the sale of Energy.

3.5 How do I cancel my agreement?

You can cancel this agreement by contacting our customer service team. Contact details are mentioned in section 12.

4. Charges

4.1 What you have to pay

You must pay your energy charges.

4.2 Your rates

The rates under your Energy Contract (your rates) are based on the set up of your meter and are set out in the Pricing Schedule, subject to changes permitted under this Energy Contract.

4.3 Variation to your rates

(a) We reserve the right to change your rates from time to time.

(b) We will notify you in writing or via email of any changes to your rates:

(i) as soon as possible; or

(ii) by no later than your next Energy Bill;

4.4 Discounts & Concessions

(a) Discounts on your usage or supply charges may apply from time to time as set out in your Pricing Schedule or as notified by us.

(b) At your request, or as required under the Energy Laws, we will give you information on the availability of concessions, rebates and grants.

4.5 Other fees & charges

Separate to your rates, these fees and charges may apply to you:

(a) **Connection charge:** You are liable for any charges we incur from your Energy Distributor for providing connection services to your premises, including any reconnection fees.

(b) **Disconnection charge:** If your premises are disconnected under clause 8 or your Energy Contract is cancelled under clauses 9 or 10, you are liable for any charges we incur from your Energy Distributor for the discontinuance of connection services.

(c) **Special meter reading fee:** You must pay a special meter reading fee if you require a systemeter reading at any time other than as scheduled by your Energy Distributor in the ordinary course of the meter reading cycle, or if your Energy Distributor charges us for a special meter reading as a result of your failure to provide access to your meter.

(e) **Debt recovery fee:** If you do not pay your Energy Bill, we may require you to pay our reasonable costs for recovering the outstanding amount from you, including

(f) **Cancellation fee:** If your Energy Contract has a fixed term and you cancel it before the Expiry Date, you may be charged a cancellation fee as set out in the Pricing Schedule.

(g) **Paper Bill fee:** We provide an option for you to receive your Energy Bill by email or through a range of Online Services. We may impose a fee if you receive a Paper Energy Bill, we will notify you in advance of the amount of any paper Energy Bill fee. If you have provided us with a valid email address by the time this is introduced, we will email your Energy Bill to you free of charge. If you request a paper Energy Bill or you do not provide us with a valid email address, we will send your Energy Bill to your nominated

postal address and apply a reasonable fee (to be advised) for each paper Energy Bill sent to you.

(h) **Administration fee:** If your energy account has been closed and you request a refund of credit, we may charge an administration cost to cover the reasonable expenses of processing your request.

(i) **Other retail fees and charges:** We may incur other costs relating to the sale of energy to you, including but not limited to charges or taxes imposed on us from time to time by the government, Energy Distributors, other energy industry participants, or our service providers. Consistent with Energy Laws, we may require you to pay other retail fees and charges relating to these costs, to the extent that they are fair and reasonable. This includes amounts relating to any costs, charges or taxes incurred directly or indirectly by us in connection with the introduction of, or compliance with, a carbon price or pollution reduction schemes, or other emissions trading or reduction scheme.

5. Bills

5.1 General

(a) We will normally send a bill for charges payable under this Contract to you every three months or otherwise after the end of each Billing Cycle.

(b) Bills we send to you (your bills) will include the matters that we are required to include under the Regulatory requirements such as:

(i) the National Metering Identifier (for electricity) or Metering Identification Registration Number (for Gas) for your Premises;

- (ii) your relevant Energy Charges;
- (iii) what you have to pay us;
- (iv) the Due Date;
- (v) your payment options; and
- (vi) contact details to make enquiries and report faults.

5.2 How will my bill be calculated?

Your bills will be calculated on:

- (a) the amount of Energy consumed at your Premises during the Billing Cycle (using information obtained from reading your Meter or otherwise in accordance with the Regulatory requirements); and
- (b) the amount of fees and charges for any other services provided under this Contract during the Billing Cycle; and
- (c) the charges payable for services provided by your Distributor, including connection charges if you have asked for a new Connection or Connection Alteration and have not made alternative arrangements with your Distributor.

5.3 Estimating the Energy usage

- (a) We may estimate the amount of Energy consumed at your Premises if your Meter cannot be read, if your Metering Data is not obtained (for example, if access to the Meter is not given or the Meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of Energy consumed at your Premises to calculate a bill, we must:

(i) clearly state on the bill that it is based on an estimation; and

(ii) when your Meter is later read, adjust your bill for the difference between the estimate and the Energy actually used.

(c) If the later Meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the Meter was not read (if less than 12 months), or otherwise over 12 months.

(d) If the Meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the Meter, we will comply with your request but may charge you any cost we incur in doing so.

(e) If your Premises is in Victoria and you have a Smart Meter, despite subclauses 5.3(a) to (d), if we are not able to reasonably or reliably base a bill on Actual Metering Data collected from your Smart Meter for each trading interval, we may provide you with a bill that is either:

(i) prepared using estimated and/or substituted metering data in accordance with the Regulatory requirements; or

(ii) if estimated and/or substituted metering data is not available, prepared based on your historical billing or metering data or, where we do not have your historical billing or metering data, the average usage of energy by a comparable customer over the corresponding period covered by the estimated bill.

5.4 Your historical billing information

(a) Subject to clause 5.4(b) below, upon request, we must give you information about your billing history and metering data for the previous 2 years free of charge in accordance with the Regulatory requirements. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years, if we are permitted to do so by the Regulatory requirements.

(b) If your Premises is in Victoria and you have a Smart Meter and you request historical billing data or metering data, we will provide interval data electronically, or by some other form, in a way which makes the information understandable or accessible to you.

5.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your Energy consumption.

6. Paying Your Bill

6.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

6.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

6.3 Difficulties in paying

a. If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

b. If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.

c. Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

6.4 Your preferred payment method

When you sign up with Online Power and Gas we will likely collect the details of your preferred payment method, either a credit card or a direct debit, and you hereby consent to Online Power and Gas automatically debiting your preferred payment method for any outstanding amounts due on your bill, such as where you do not make payment by the pay-by date. You may also pay your bills by any of the payment methods stated on your bill.

6.5 Late payments

If we do not receive your payment by the pay-by date, we may take legal proceedings or other steps against you to recover the overdue amount and our recovery costs. However, before taking any steps we will comply with all

requirements under the law in relation to payment difficulties you may be having.

7. Other Obligations on You

In using energy at your premises, you must comply with the law. You must:

- a. not use energy in a way which interferes with the distribution network or supply from that network;
- b. not allow energy supplied to you to be used other than at your premises nor use energy at your premises supplied from another address;
- c. not use energy supplied to you for a purpose inconsistent with any category of supply stated in the contract sheet;
- d. if we sell gas to you and you are a residential customer, not use gas for non domestic purposes other than as a home office;
- e. if you are a business customer, give us, within a reasonable time after we ask, an annual forecast of your energy demand and, if you anticipate a material change in your energy demand, give us at least 20 business days advance notice; and
- f. if you are a business customer, take reasonable steps to prevent loss on your side of the supply point which may be caused by difficulties with the quality or reliability of energy supply.

7.1 Meters and supply points

To facilitate the supply of energy to your premises, you must:

- a. make available sufficient land at the premises for the meter, the supply point and associated equipment;
- b. protect and not disconnect, by-pass, interfere with or damage the meter or supply point and promptly notify us of any problems with them;
- c. give the meter readers, our personnel and your distributor, any of whom will be carrying official identification and will show it to you if you ask, safe, convenient and unhindered access at all reasonable times to the meter, the supply point and associated equipment for any reasonable purpose required;
- d. comply with directions from us or your distributor about the meter or the supply point;
- e. pay for additional or replacement meters if your needs change.

7.2 Safety and emergencies

You must at all times:

- a. maintain energy installations and appliances at your premises in a safe condition;
- b. allow only accredited electricians and registered plumbers or gas fitters to perform any work on the energy installations and appliances;
- c. keep all vegetation, structures and vehicles at your premises clear of the energy installations;
- d. advise us or your distributor of any matter that may threaten any person's health or safety or the integrity of the network; and

e. comply with directions from us or your distributor in an emergency in accordance with the law.

8. Supply Interruptions

8.1 Supply interruptions may occur

You agree that the supply of energy to your premises may be interrupted in certain circumstances and that, in those circumstances, you will immediately cease or reduce consuming energy at your premises and will comply with directions from us or your distributor. The relevant circumstances are when a supply interruption:

- a. is allowed or required under the law;
- b. occurs for reasons beyond our control;
- c. occurs because of steps taken by your distributor or the market and system operator;
- d. occurs because there is insufficient energy or system capacity to meet the needs of all consumers;
- e. is required to allow repairs, testing, maintenance or other works; or
- f. is necessary due to an emergency or for reasons of public health or safety or the protection of any person or property.

8.2 Keeping one another informed about supply interruptions

- a. Where reasonably possible and in accordance with the law, we or your distributor will give you prior notice of supply interruptions (though not necessarily in writing).

- b. If you inform us that supply to your premises has been interrupted and you want us to notify your distributor, we will do so as soon as practicable.

9. Disconnections and Reconnections

9.1 When can we arrange for Disconnection?

Subject to us satisfying the requirements in the Regulatory requirements, we may arrange for the disconnection of your Premises if:

- (a) you do not pay your bill by the Due Date and you:
 - (i) fail to comply with the terms of an agreed Payment Plan;
or
 - (ii) if you are a Residential Customer, do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a Security Deposit we are entitled to require from you; or
- (c) you do not give access to your Premises to read a Meter (where relevant) for 3 consecutive Meter reads; or
- (d) there has been illegal or fraudulent use of Energy at your Premises in breach this Contract; or
- (e) we are otherwise entitled or required to do so under the Regulatory requirements or by law.

9.2 Notice and warning of Disconnection

Before disconnecting your Premises, we must comply with relevant warning notice requirements and other provisions in the Regulatory requirements. However, we are not required to provide a warning notice prior to Disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of Energy at your Premises or where there is an Emergency or health and safety issue).

9.3 When we must not arrange Disconnection

(a) Your Premises may not be disconnected during the following times (the protected period):

(i) on a Business Day before 8.00am;

(ii) on a Business Day:

A. if your Premises is in Victoria and you are a Business Customer, after 3.00pm; or

B. if your Premises is in Victoria and you are a Residential Customer, after 2pm; or

(iii) on a Friday or the day before a public holiday; or

(iv) on a weekend or a public holiday; or

(v) on the days between 20 December and 31 December (both inclusive) in any year; or

(vi) at any other time prescribed by the Regulatory requirements.

(b) Your Premises may be disconnected within the protected period:

(i) for reasons of health and safety; or

(ii) in an Emergency; or

(iii) as directed by a Relevant Authority; or

(iv) if you are in breach of the clause of your Customer Connection Contract which deals with interference with Energy equipment; or

(v) if you request us to arrange Disconnection within the protected period; or

(vi) if your Premises contains a commercial business that only operates within the protected period and where access to the Premises is necessary to effect Disconnection; or
(vii) where the Premises are not occupied; or
(viii) under any other circumstance prescribed by the Regulatory requirements.

(c) If you have a Dual Fuel Contract, we will not disconnect your supply of electricity until at least 15 Business Days have elapsed since we disconnected your supply of Gas.

(d) We will not disconnect you if the Regulatory requirements prevent us from doing so.

9.4 Compliance with Regulatory requirements

You must comply with our reasonable requests in accordance with our procedures and the Regulatory requirements so that we can disconnect or reconnect your Premises under this Contract.

9.5 Reconnection after Disconnection

(a) We must request your Distributor to reconnect your Premises within any timeframes prescribed by the Regulatory requirements, if, within 10 Business Days of your Premises being disconnected:

(i) you ask us to arrange for Reconnection of your Premises; and

(ii) you rectify the matter that led to the Disconnection; and

(iii) you pay any Reconnection charge (if requested).

(b) For the purposes of subclause 9.5(a)(ii), if your Premises is in Victoria, you are eligible for a Utility Relief Grant and you apply for such a grant within 10 Business Days of Disconnection, then you will be taken to have rectified the matter that led to the Disconnection.

(c) We may terminate this Contract 10 Business Days following Disconnection if you do not meet the requirements in clause 9.5(a).

10. Liability

a. The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.

b. To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety.

c. Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

Note for Victorian customers: Prior to NECF implementation in Victoria, the reference to the NERL in clause 10(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the National Electricity (South Australia) Act 1996 or, in the case of gas, to s.232 of the Gas Industry Act or s.33 of the Gas Safety Act 1997. d. To the extent permitted by law, and other than to the extent we are in breach of this contract or negligent in

relation to this contract, our liability to you under this contract is, if not otherwise excluded by law or this contract, limited to five per cent of the value of payments you have made to us under this contract in the three months preceding any claim.

e. You hereby indemnify us against any loss or claim we may suffer due to your breach of this contract, your negligence in relation to this contract, or otherwise due to your acts or omissions, with our recourse to such indemnity to be limited in amount to the amount which we would otherwise be able to recover at general law for your breach of contract or negligence in respect of this contract.

f. You hereby agree that we may set off any amount owed by us under this contract against any amount owed to us under this contract or any other contract between you and us, and that our liability to make payment will be reduced by the extent of any such set off.

11. Assignment

(a) You may not assign, transfer or novate this Agreement without our consent.

(b) You agree we may:

(i) assign, transfer or novate this Agreement; and/or

(ii) transfer you as a customer, to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party.

You'll be notified of any assignment, transfer or novation.

12. Privacy

12.1 Our privacy obligations

(a) For the purposes of selling, delivering and marketing energy to you, we collect, use and disclose your Personal Information in accordance with the Privacy Act 1988 (Cth). We will not otherwise give your Personal Information to third parties unless you have given us your consent or if required by law.

(b) You have the right not to provide your Personal Information to us. But if we need or reasonably request this information under your Energy Contract, then we are not obliged to supply energy to you.

(c) For a copy of our Privacy Policy, visit onlinepowerandgas.com.au or give us a call. You may request access to your Personal Information by writing to the Privacy Officer, Online Power & Gas, PO Box 13293 Law Courts Vic 8010

12.2 Previous usage data

You authorize us to request your Energy Distributor or your previous energy retailer to give us your energy usage data for the 12 months before your last meter read.

12.3 Credit reporting

Your Energy Contract constitutes a contract for consumer credit. We may give information about you to a credit reporting agency for the purposes of obtaining a consumer credit report about you or allowing the credit reporting agency to create or maintain a credit information file containing information about you. This information may be given by us before, during or after we provide credit to you and is limited to:

- (a) your name, address, date of birth, and driver's licence number;
- (b) the fact that you have applied for credit under your Energy Contract;
- (c) the fact that we are a current credit provider to you;
- (d) Energy Bills that are overdue by more than 60 days, and for which debt collection action has started;
- (e) advice that your Energy Bills are no longer overdue regarding any default that has been listed;
- (f) our opinion that you have committed a serious credit infringement (i.e. acted fraudulently or shown an intention not to comply with your credit obligations); and
- (g) cheques for \$100 or more drawn by you, which have been dishonoured more than once.

13. Complaints and Dispute Resolution

13.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

13.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard

complaints and dispute resolution procedures and inform you:

a. of the outcome of your complaint and the reasons for our decision; and

b. that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria.

14. Applicable Law

This Contract shall be governed by, and construed in accordance with, the laws of the State in which the Premises is located.

15. Contact Details

Online Power and Gas contact details are as below

Email: customerservice@onlinepowerandgas.com.au

Ph: (03) 8354 6800 (Mon – Fri: 9 am – 5 PM)

Postal Address: PO Box 13293, Law Courts Vic 8010

14 Definitions

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

business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your distributor for the provision of customer connection services;

dual fuel contract means

(a) a Market Retail Contract between you and us for the sale of both electricity and Gas; or

(b) two Market Retail Contracts between you and us, one for the sale of electricity and the other for the sale of Gas, under which a single bill is issued;

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption;

distributor means the person who operates the system that connects your premises to the distribution network; Note for Victorian customers: In Victoria, Electricity Industry Act means the Electricity Industry Act 2000.

energy means either electricity or gas;

energy charges means the charges for the energy we sell you;

GST means a goods and services or similar tax;

law means any law or regulatory or administrative document relating to the sale or supply of energy;

market and system operator means a body that administers the market for wholesale trading in

energy in Victoria

meter reader means a person authorized to read your meter;

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

National Energy Retail Rules means the rules made under the National Energy Retail Law;

Ombudsman means a relevant body responsible for handling our customers' complaints in Victoria

personal Information means information or opinion about you from which your identity is apparent or can be reasonably ascertained;

premises means the premises where you take supply of Energy from us as specified in the Schedule to this Contract;

relevant Authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential Customer means a person who purchases Energy principally for personal, household or domestic use at their Premises;

Retailer means a person that is authorised to sell Energy to Customers;

RoLR Event means an event which triggers the operation of a retailer of last resort scheme under the Regulatory

requirements applicable in the State where the Premises is located;

schedule means the offer document that accompanies this Contract which contains your details, all or any special conditions and the prices applicable to you under this Contract;

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Regulatory requirements;

supply equipment means facilities installed at or near the supply point to deliver gas from the network, to regulate that delivery or to measure the gas withdrawn at the supply point; and **supply point** means the point at which your distributor's network connects to the energy installation at your premises and includes your meter.