

SUPPLEMENTARY GAZETTE



**THE SOUTH AUSTRALIAN
GOVERNMENT GAZETTE**

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PUBLISHED BY AUTHORITY

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ADELAIDE, THURSDAY, 15 JANUARY 2004

GAS ACT 1997**STANDARD TERMS & CONDITIONS OF SUPPLY OF GAS****ORIGIN ENERGY RETAIL LIMITED****ABN 2207 886 8425****1. Date of Operation**

These terms and conditions of supply are published pursuant to section 34 of the Gas Act 1997 and take effect on 16 January 2004.

2. Application

This document applies to you if:

- (a) as at 16 January 2004 you are party to a gas supply contract with Origin Energy Retail Ltd under which you purchase gas in South Australia ("**Existing Contract**"); and
- (b) you are an affected customer as defined in regulation 22 of the *Gas Regulations 1997* ("**Affected Customer**").

Pursuant to a Ministerial Direction under section 37 of the *Gas Act 1997* made on 15 January 2004 ("**Ministerial Direction**") and regulation 22 of the *Gas Regulations 1997* we may provide you with gas above the volumes specified in the Ministerial Direction by entering into a new contract with you on certain terms.

The maximum volume of gas we are permitted to supply to you on a Gas Day (being the 24 hour period commencing and ending at 6 a.m.) under the Ministerial Direction is called, in this document, the "**Prescribed Volume**".

A reference in this document to the Ministerial Direction includes any variation from time to time of that direction and any direction replacing that direction.

3. Formation of Contract

This document is an offer to you by Origin Energy Retail Ltd ABN 2207 886 8425 ("**Origin**") for the supply of gas, on each Gas Day, in excess of the Prescribed Volume (such additional gas being "**Tier 2 Gas**").

By taking delivery of gas from Origin, on a Gas Day, in excess of the Prescribed Volume you will be taken to have accepted this offer.

4. Terms of Supply and Charges

Except as expressly set out in this document (or where a contrary intention appears by necessary implication), Tier 2 Gas will be supplied to you on terms equivalent to the terms of your Existing Contract and the terms of your Existing Contract are taken to be incorporated into this document.

The charges payable by you for Tier 2 Gas are the same as those payable for delivery of gas, up to the Prescribed Volume, under your Existing Contract and, in addition, a fee of \$1.39 is payable by you for each gigajoule of Tier 2 Gas delivered to you.

However where a charge is set out in your Existing Contract which charge is not related to the volume of gas delivered to you in a period (for example, a fixed monthly charge), then that charge applies only under your Existing Contract and is not payable under this document.

To avoid doubt, this document constitutes a separate contract from your Existing Contract.

5. Commencement of this Contract

Our contract with you for the supply of Tier 2 Gas will commence when you first take delivery of gas from Origin, on a Gas Day, in excess of the Prescribed Volume.

6. Termination of this Contract

- (a) Our contract with you for the supply of Tier 2 Gas will expire upon the first to occur of:
- (i) the revocation of the Ministerial Direction;
 - (ii) the expiration or termination of your Existing Contract; and
 - (iii) the date nominated by Origin (being not earlier than the date from which, acting reasonably, we consider the Prescribed Volume for each Gas Day will equal the volume of gas you are entitled to take delivery of on a Gas Day under your Existing Contract).
- (b) To avoid doubt:
- (i) a variation to the terms of the Ministerial Direction; and
 - (ii) replacement of the Ministerial Direction with a new direction in equivalent terms, does not constitute the revocation of the Ministerial Direction.
- (c) Expiration or termination of Origin's contract with you for the supply of Tier 2 Gas will be without prejudice to the accrued rights and obligations under that contract, including your obligation to pay for Tier 2 Gas.

7. Basis of Supply

- (a) We will use our best endeavours to maintain a supply of Tier 2 Gas to you but may interrupt or curtail the supply of that gas to you at our election and without liability if there is insufficient gas available to us to meet your requirements. If we experience a shortfall of gas to be supplied under this contract we will apportion the available gas between customers taking Tier 2 Gas in a manner approved by the Minister administering the Gas Act 1997. You must comply with any direction we give you to interrupt, curtail or limit your take of Tier 2 Gas.
- (b) The quantities of gas determined by Origin to be available for supply by Origin to Affected Customers pursuant to contracts formed pursuant to regulation 22 of the *Gas Regulations* will be allocated by Origin, in such manner as we consider reasonable, between those Affected Customers.

8. Maximum Quantities

- (a) The aggregate quantity of gas taken by you pursuant to your Existing Contract and this document in a period may not exceed the maximum quantity of gas which you are permitted to take delivery of under your Existing Contract in that period (as determined assuming the Ministerial Direction were not in force).
- (b) Where you take delivery of gas in excess of the quantity referred to in paragraph (a) above, then you are liable to us for such charges which, under your Existing Contract, apply where you exceed that quantity.
- (c) Paragraph (a) above does not limit Origin's rights of interruption under paragraph 6 of this document.

9. GST

- (a) All references in this document to payments and other obligations to pay money or compensation are exclusive of GST.
- (b) In addition to any other consideration otherwise payable by you to us under this document ("**GST Exclusive Consideration**"), you must pay to us, in respect of any Supply we make to you under or in connection with this document, any GST levied on us in respect of that Supply ("**GST Amount**").
- (c) The GST Amount is payable by you at the same time as the GST Exclusive Consideration is payable by you to us.
- (d) In this document, "**GST**" means the tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* and "**Supply**" has the meaning given to that term in that Act.

10. Invoicing

Amounts due by you under this document will be set out in the invoice issued to you under your Existing Contract. Such amounts included in an invoice must be paid to Origin by the date the remaining amounts set out in that invoice are required to be paid to Origin.

11. Gas Act Rights

Nothing in this document constitutes a waiver of any right or immunity to which we are entitled under the *Gas Act 1997* or any other legislation or regulation.

Issued for and on behalf of:

ORIGIN ENERGY RETAIL LTD by

Tony Wood
Director

Dated 15 January 2004.