

17 June 2013

BY HAND

General Manager
Adjudication Branch
Australian Competition and Consumer Commission
23 Marcus Clarke Street
Canberra ACT 2601

Dear Sirs

Notification of exclusive dealing – AGL ACT Retail Investments Pty Ltd (ABN 53 093 631 586), ACTEW Retail Ltd (ABN 23 074 371 207) and TransACT Capital Communications Pty Ltd (ABN 23 093 966 888)

I refer to the above referenced matter. Please find **enclosed**:

- notification on behalf of AGL ACT Retail Investments Pty Ltd and ACTEW Retail Ltd; and
- notification on behalf of TransACT Capital Communications Pty Ltd.

The notifications are in respect of conduct in which AGL ACT Retail Investments Pty Ltd and ACTEW Retail Ltd, and TransACT Capital Communications Pty Ltd propose to enter. The conduct relates to the sale of electricity, gas, subscription television, fixed line and mobile telephony, broadband and ISP services in the Australian Capital Territory.

The notifications seek statutory immunity for each of AGL ACT Retail Investments Pty Ltd, ACTEW Retail Ltd, and TransACT Capital Communications Pty Ltd in relation to the proposed conduct.

In accordance with sub-regulation 28(5) and Schedule 1B, Item 9 of the Competition and Consumer Regulations 2010 (Cth), a fee is required to be paid as follows:

- \$100.00 in relation to AGL ACT Retail Investments Pty Ltd;
- \$100.00 in relation to ACTEW Retail Ltd;
- \$100.00 in relation to TransACT Capital Communications Pty Ltd.

Please find **enclosed** a cheque for the above amount.

Please contact the writer in the first instance if you have any queries in relation to this letter or the enclosed notifications.

Yours faithfully


Michael Hope
Legal Counsel, ActewAGL
P: (02) 6242 1458
F: (02) 6248 3377
E: michael.hope@actewagl.com.au

FORM G

COMMONWEALTH OF AUSTRALIA

Competition and Consumer Act 2010 – Sub-section 93(1)

NOTIFICATION OF EXCLUSIVE DEALING

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93(1) of the *Competition and Consumer Act 2010*, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47 (6) or (7) of that Act in which the person giving notice engages or proposes to engage.

1. Applicant

(a) Name of person giving notice:

N96788 AGL ACT Retail Investments Pty Limited ABN 53 093 631 586 and
N96789 ACTEW Retail Limited ABN 23 074 371 207, trading as “ActewAGL Retail” (ABN 46 221 314 841 (“ActewAGL”)).

(b) Short description of business carried on by that person:

The business currently conducted by ActewAGL (and its related companies) includes the provision of:

- electricity and natural gas utility based in the ACT;
- supplier of electricity to customers in the ACT and NSW Capital Region;
- supplier of natural gas to the ACT, and customers in the Capital Region of NSW (including Boorowa, Bungendore, Goulburn, Nowra and the Shoalhaven, Queanbeyan, Yass and Young);
- supplier of water and sewerage billing services to ACT customers on behalf of ACTEW Corporation Ltd (network asset owner);

(c) Address in Australia for service of documents on that person:

ActewAGL House, 40 Bunda Street, Canberra ACT 2600

2. Notified Arrangement

(a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

See Attachment A.

(b) Description of the conduct or proposed conduct:

See Attachments A and B.

3. Persons, or classes or persons, affected or likely to be affected by the notified conduct:

(a) Class or class of persons to which the conduct relates:

Existing and potential residential customers of ActewAGL within the Australian Capital Territory.

(b) Number of those persons:

(i) at present time:

Nil, as the bundled product as outlined below has not yet been released to ACT market.

(ii) estimated within the next year:

The number of persons to which the proposed conduct will relate within the next year is not known, but it is likely to exceed 50.

(c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses:

Not applicable.

4. Public benefit claims

(a) Arguments in support of notification:

See Attachment A.

(b) Facts and evidence relied upon in support of these claims:

See Attachment A.

5. Market definition

Provide a description of the market(s) in which the goods or services described at 2 (a) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

See Attachment A.

6. Public detriments

(a) Detriments to the public resulting or likely to result from the notification, in particular the likely effect of the notified conduct on the prices of the goods or services described at 2 (a) above and the prices of goods or services in other affected markets:

See Attachment A.

(b) Facts and evidence relevant to these detriments:

See Attachment A.

7. Further Information

(a) Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice:

Michael Hope
Legal Counsel
ActewAGL House
40 Bunda Street
Canberra City, ACT, 2600.

Dated.....17/6/13.....

Signed by/on behalf of the applicant

.....
(Signature)

.....MICHAEL HOPE.....
(Full Name)

.....ActewAGL.....
(Organisation)

.....LEGAL COUNSEL.....
(Position in Organisation)

ATTACHMENT A

1. EXECUTIVE SUMMARY

ActewAGL and TransACT Capital Communications Pty Limited (“TransACT”) intend entering into an agreement under which the parties will co-operate to contribute one or more of the services they supply to residential customers (“Customers”) throughout the Australian Capital Territory. Customers may select various combinations of available services from both ActewAGL and TransACT and will receive a discount on either the ActewAGL electricity component or the TransACT component of the selected services.

ActewAGL is seeking statutory immunity under section 93 of the *Competition and Consumer Act 2010* for the proposed conduct. ActewAGL is aware that TransACT has also lodged a notification with the Commission to this effect.

2. CORPORATIONS INVOLVED

2.1 ActewAGL

ActewAGL Retail (ABN 46 221 314 841) is a partnership between ACTEW Retail Limited and AGL ACT Retail Investments Pty Limited.

ACTEW Retail Limited is a subsidiary of ACTEW Corporation Limited (ABN 86 069 381 960) (“ACTEW”). ACTEW is a Territory Owned Corporation of the ACT Government.

AGL ACT Retail Investments Pty Ltd is a subsidiary of AGL Energy Limited (ACN 115 061 375) (“AGL”). AGL is an energy retail company.

ActewAGL provides:

- electricity to customers in the ACT, and contestable customers in the NSW Capital Region;
- natural gas to customers in the ACT, and the Capital Region of NSW, including Boorowa, Bungendore, Goulburn, Nowra and the Shoalhaven, Queanbeyan, Yass and Young;
- water and sewerage billing services to ACT customers on behalf of ACTEW Corporation Ltd (network asset owner); and

ActewAGL is licensed to supply electricity and natural gas to ACT and NSW customers.

Further information regarding ActewAGL may be obtained from actewagl.com.au.

2.2 TransACT Capital Communications Pty Ltd

TransACT Capital Communications Pty Limited (ABN 23 093 966 888) is a wholly owned subsidiary of TransACT Communications Pty Limited (ABN 32 091 752 297).

TransACT Communications Pty Limited is wholly owned subsidiary of iiNet Limited (ABN 48 068 628 937).

TransACT Capital Communications Pty Ltd owns and operates a broadband communications network in the Australian Capital Territory, which is capable of delivering voice, data and video (including subscription television).

In addition to the above, TransACT Capital Communications Pty Ltd owns and operates the business Grapevine Ventures (ABN 49 135 731 130), which provides broadband and dial-up ISP services and broadband internet access.

Further information regarding TransACT Communications Pty Limited may be obtained from transact.com.au.

3. DESCRIPTION OF GOODS AND SERVICES TO WHICH THIS NOTICE RELATES

3.1 Description of the Services

The services to be supplied by ActewAGL and TransACT to Customers, and to which this notice relates, are as follows:

- ActewAGL services
 - Electricity
 - Electricity – Renewable generation (“Greenchoice”)
 - Natural Gas
- TransACT services
 - Fixed line telephony services
 - Broadband internet access
 - Mobile telephony service
 - ISP services
 - Subscription television

4. PROPOSED CONDUCT

4.1 Summary of Proposed Conduct

ActewAGL and TransACT would invite residential Customers within the Australian Capital Territory to acquire services from each of the parties in one of the package combinations (“Bundle”) set out in the table at paragraph 4.2. Depending upon the number of services acquired, the Customer would be eligible for a discount applied to either the ActewAGL electricity component (including Greenchoice where applicable) or the TransACT account for the selected services. The discount will not be applied to any government taxes, and miscellaneous fees and charges included in those accounts.

Selection of the Bundle of services is at the option of the Customer.

The level of discount applicable to the various Bundles of selected services is specified in the table below. Each of ActewAGL and TransACT will continue to independently determine the prices at which they sell their respective products and services.

In order to obtain the applicable discount, the Customer must enter into a 24 month service agreement (“Bundle Agreement”), noting that electricity, natural gas (where Customer has an existing connection) and TransACT fixed-line telephony are compulsory services to include in each Bundle. The Customer will enter into separate service agreements with ActewAGL (to acquire the ActewAGL services), TransACT (to acquire the TransACT services) and, where applicable, Grapevine (to access the ISP services). Existing payment options, including direct debit and online payment systems will be available.

The price of each of the services will be readily apparent to the Customer. The Customer would receive a bill from each Service Provider in relation to the selected services, within the normal billing cycles.

From time to time ActewAGL and TransACT may also offer Customers other special prices, packages, discounts, giveaways or products in relation to a Bundle in addition to those set out in this document.

The services would be jointly marketed by both ActewAGL and TransACT.

4.2 Discount Scheme to be applied

The discount to be applied to the available packages of services is set out below:

E	= Electricity	T	= Fixed Line Telephone
G	= Gas (where there is an existing connection)	M	= Mobile
B	= Broadband	V	= Subscription television (where available)
I	= Internet Service Provision by Grapevine	C	= Greenchoice electricity (renewable)

Offer	Valid Combinations	Discount
3 Eligible Services	EGT ETI, ETM, ETV, ETB, ETC	3% discount on either electricity or total TransACT account
4 Eligible Services	ETGM; ETGC; ETGB; ETGV; ETIB; ETMC; ETMB; ETMV; ETGI; ETIM; ETIV; ETIC; ETVB; ETVC; ETBC	5% discount on either electricity or total TransACT account
5 Eligible Services	ETGMC; ETGMB; ETGMV; ETGCB; ETGCV; ETGBI; ETGVB; ETIBM; ETIBC; ETIBV; ETMCB; ETMCV; ETMBV; ETGIM; ETGIC; ETGIV; ETIMC; ETIMV; ETICV; ETVBC.	10% discount on either electricity or total TransACT account
6 Eligible Services	ETGMCB; ETGMCV; ETGMBV; ETGCVB; ETGBIV; ETGBIC; ETIBMV; ETIBM; C; ETIBCV; ETMCBV; ETGIMV; ETGIMC; ETIMCV; EGTIMB; ETGCVI	20% discount on either electricity or total TransACT account
7 Eligible Services	EGTIMCB; EGTIMBV; EGTICBV; EGTMCBV; ETIMCBV; EGTIMCV	25% discount on either electricity or total TransACT account

8 Eligible Services	EGTI MVCB	30% discount on either electricity or total TransACT account

NOTE: The total discount available to customers in any 12-month period is capped at \$500 including GST.

Every Bundle must include electricity, TransACT fixed line telephony and natural gas (where natural gas is connected). Where the Customer does not have an existing natural gas connection, the customer must select another available eligible service to complete the minimum three (3) services Bundle. Electricity and TransACT fixed line telephony alone do not form a Bundle.

ISP Services

Areas of the ACT served by the TransACT Network

- 4.2.1 Broadband is only available as part of a packaged service with TransACT fixed line telephony, or with fixed line telephony and subscription television. These components count as separate services for the purposes of making up a Bundle.
- 4.2.2 In the event Customers in these areas wish to include a Grapevine ISP plan in a bundle only Grapevine broadband plans on the TransACT network are eligible. In this event the broadband service and ISP will count as two separate services.
- 4.2.3 Grapevine dial-up ISP plans are not eligible to be bundled under the proposed offer.

All Grapevine ISP plans are denoted by "I" in the table above.

Other Details

All Greenchoice plans except the 10% consumption based plan are eligible to be bundled under this offer.

All residential TransACT mobile phone service plans will be eligible, except Multi-SIM plans, and plans in respect of Blackberry devices.

Subject to the above, mobile telephony, broadband, Greenchoice, subscription television (where available) and Grapevine ISP plans on the TransACT Network are eligible to make up a Bundle of between three and eight services.

Upon signing the Bundle Agreement, Customers must choose whether to have the discount applied to their ActewAGL electricity account (including Greenchoice where this service has been included in the Bundle) or their TransACT account.

The discount will commence when all services included in the Bundle have been activated in the service providers' systems.

ActewAGL and TransACT do not intend to actively promote the Eight Service Bundle. This is because some of the eligible services are not available to all residential customers in the ACT. However, ActewAGL and TransACT consider there is a benefit to Customers if they are able to access a discount where the relevant Services can be provided and a Customer wishes to bundle those services.

In addition to the above, Customers will be eligible for waiver of the Natural gas standard service application fee of \$295 if a gas service is included in a bundle contract as a new service (fee is only payable by new ActewAGL customers).

For TransACT Services, standard installation fees will be also be waived, representing further significant savings for the Customer.

4.3 Compulsory Requirement of TransACT Service

In order to qualify for the applicable discount, the Customer must enter into a 24 month contract for the TransACT Services, which must include fixed-line phone, and may include any one or more of broadband, mobile phone or subscription TV.

4.4 Compulsory Requirement of ActewAGL Service

In order to qualify for the applicable discount, the Customer is required to enter into a 24 month contract with ActewAGL for both electricity and natural gas, where the Customer has an existing account for natural gas, or where the Customer does not have an existing natural gas connection, a 24 month contract with ActewAGL for electricity.

4.5 Where Grapevine ISP Services are selected

In order to qualify for the applicable discount, if selecting a Bundle which includes ISP services from Grapevine, the Customer may be required to enter into a 24 month contract with Grapevine ISP.

4.6 Fixed Term Supply Agreement

The supply of services to a Customer is subject to a 24 month term. This lowers the running costs of providing available services by reducing overheads associated with Customer management. In order to meet associated administrative costs, a cancellation administration fee will be payable by a Customer who terminates the Bundle Agreement prior to the expiry of the initial 24-month term. The amount of the cancellation administration fee will depend on the number of services that were included in the Bundle.

However cancellation administration fees will not apply where it is no longer possible for TransACT, ActewAGL or Grapevine to provide the Service(s), for example, where a Customer moves to an area that cannot be supplied by TransACT or ActewAGL.

4.7 Provision of Information to Customers

The Bundle offers available to TransACT, ActewAGL and Grapevine Customers will be communicated through call centres, press campaigns, the parties' respective websites and other means. TransACT, ActewAGL and Grapevine will ensure their Customers are aware of:

- the offer if the Customer elects to bundle services from TransACT, ActewAGL and Grapevine; and
- any terms and conditions applicable to the offer.

Customers will therefore be in full possession of all material relevant to a purchase decision prior to purchasing any Services.

5. PUBLIC BENEFITS

The impact of the proposed conduct is not such that, under the test laid down in section 93(3A)(b) of the *Competition and Consumer Act 2010*, the likely benefit to the public will be outweighed by the likely detriment to the public.

The proposed conduct would result in the following major public benefits:

- discounts applied to essential services;
- encouragement of significant investment in advanced local broadband communications infrastructure;
- facilitation of competition within the telecommunications and energy industries; and
- promoting energy sourced from renewable generation.

5.1 Rewards applied to Essential Services

Persons who elect to purchase one of the available Bundle of services will benefit from the application of rewards, as specified at paragraph 4.2. The specific discount to be applied to the available services depends upon the number of Services the Customer includes in the Bundle.

Electricity, gas, ISP, telephony (fixed-line and mobile) and other telecommunications services will continue to be available to customers separately from ActewAGL, TransACT and Grapevine, as well as through other service providers.

5.2 Costs savings to customers

The bundling of energy supply contracts with the services of TransACT and/or Grapevine should create a degree of stability in both ActewAGL's electricity and natural gas customer supply base and TransACT's customer base, allowing ActewAGL and TransACT greater scope to secure and offer more competitive energy and telecommunications pricing.

5.3 Increased competition in the markets in which the ActewAGL services are supplied

ActewAGL believes the proposed conduct may provide Customers with an opportunity of acquiring services from ActewAGL at a lower price than the price currently charged by other competitors. This should, in-turn, stimulate competition in the supply of energy in the ACT and surrounding regions.

5.4 Competition within the Telecommunications Industry

The proposed conduct of ActewAGL and TransACT will promote the long term interests of telecommunications users by increasing competition in the telecommunications industry and promoting investment in advanced broadband communications infrastructure.

The proposed conduct will also encourage competition in the various markets in which other components of the services are supplied. For example, while qualifying for the discount set out in paragraph 4.2, Customers may continue to have other services supplied by other energy providers or telecommunications companies.

The proposed conduct therefore does not reduce the choice available to Customers as it allows them to construct packages of telecommunications services and energy services from a range of providers.

5.5 Promoting Renewable Energy

Greenchoice electricity is ActewAGL's 'green energy' product, and has been generated from renewable sources such as wind power, solar, mini-hydro and biomass – these sources do not produce the greenhouse gases that contribute to global warming.

The Greenchoice product has been independently assessed by the National Green Power Accreditation Program, which ensures that the renewable energy purchased by ActewAGL comes from government approved renewable energy sources.

The inclusion of Greenchoice as an eligible service for this promotion sends a clear signal to the community of the importance with which ActewAGL considers reducing greenhouse gas emissions.

It also evidences ActewAGL's commitment to providing its Customers with substantial opportunities to reduce their greenhouse gas emissions and environmental footprint.

Although Greenchoice is an individual service, the relevant charges will be subject to the relevant discount where the Customer includes Greenchoice in a Bundle and chooses to have their discount applied to their electricity bill.

6. PUBLIC DETRIMENT

It is ActewAGL's view that there will be no detriment to the public arising from the proposed conduct. The markets affected by the proposed conduct are those of electricity and natural gas, and telecommunications (including mobile and fixed-line telephony, internet services, and subscription television).

6.1 No lessening of competition in energy supply

The electricity and natural gas markets in the ACT region are fully contestable. As of the date of this notice there are a number of authorised suppliers of electricity in the ACT apart from ActewAGL Retail, being: AGL Sales (Queensland Electricity), AGL Sales, AGL South Australia, Alinta Energy Retail Sales Pty Ltd, Aurora Energy, Australian Power and Gas, Blue NRG, Click Energy, Cogent Energy, CS Energy, Diamond Energy, Dodo Power and Gas, EDL Retail, EnergyAustralia (formerly TRUenergy), EnergyAustralia Yallourn (formerly TRUenergy Yallourn), Ergon Energy Queensland, ERM Power Retail, GoEnergy, GridX Power, Infigen Energy Holdings, Infigen Energy Markets, International Power (Retail), Lumo Energy (NSW), Lumo Energy (QLD), Lumo Energy (SA), Lumo Energy Australia, Metered Energy Holdings, Momentum Energy, Neighbourhood Energy, Origin Energy Electricity, OzGen Retail, Pacific Hydro Retail Pty Ltd, Powerdirect, Powershop Australia, Progressive Green, QEnergy, Red Energy, Sanctuary Energy, Simply Energy, Stanwell Corporation, Sun Retail, TrustPower Australia Holdings. There are also a number of natural gas retailers in the ACT, apart from ActewAGL Retail, being: AGL Energy Sales & Marketing, AGL Retail Energy, AGL Sales (Queensland), AGL Sales, AGL South Australia, Alinta Energy Retail Sales Pty Ltd, Aurora Energy, Australian Power and Gas, Dodo Power and Gas, EnergyAustralia (formerly TRUenergy), ERM Power Retail Pty Ltd, GoEnergy, Lumo Energy (NSW), Lumo Energy (SA), Lumo Energy Australia, Metered Energy Holdings, Momentum energy, Origin Energy (Vic), Origin Energy LPG, Origin Retail Energy, Red Energy, Simply Energy and Sun Retail.

ActewAGL believes there will be no lessening of competition given the number of energy suppliers in and around the ACT region, the large customer base of many of those suppliers,

and that full retail contestability has already occurred in the ACT with retailers being seasoned operators within a contestable environment.

In ActewAGL's view, it is open to other energy retailers to offer a similar bundling of services with other telecommunication and/or internet service providers within the energy market of the ACT and surrounding areas.

6.2 No Lessening of Competition in the Internet Services Market

Grapevine competes with numerous local (such as Velocity, Netspeed, Apex and Cyber One) and national internet service providers (such as Telstra, Optus, Internode and TPG).

The bundled services will not be detrimental to competition given the large number of other internet service providers, and the highly competitive nature of this market.

6.3 ActewAGL is dedicated to customer protection

ActewAGL is committed to ensuring that all customers and potential customers are provided with ample information relevant to the decision to purchase electricity and natural gas.

ActewAGL strives to ensure that its managers, representatives and approved dealers are aware of their responsibilities under the *Competition and Consumer Act 2010* and their obligations to protect both the competitive process and the interests of consumers.

ActewAGL holds trade practices training sessions for its staff at which issues of consumer protection are discussed. ActewAGL also provides a trade practices compliance guide to employees emphasising these issues.

6.4 Conduct Voluntary

It should be noted that the proposed conduct would be voluntary on the part of the Customer. The services will continue to be available separately from ActewAGL, TransACT, and Grapevine.

ATTACHMENT B

Copy of Proposed Bundle Terms and Conditions

Terms and conditions of the ACT Bundle Offer

Effective [TBA]

Your agreement dictionary

1. Interpretation

1.1 A reference to:

Account Holder means the person who originally signs the individual Service Contracts for the Compulsory Services and Eligible Services.

ACT means the Australian Capital Territory.

ActewAGL means ActewAGL Retail ABN 46 221 314 841 a partnership of ACTEW Retail Ltd ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586.

Application Date means the date You sign the Bundle Application or a voice recording is made in respect of Your Bundle Application.

Broadband means a residential broadband Service on the TransACT network.

Bundle means the package of Compulsory Services and Eligible Services selected by a Customer to be supplied by the Service Providers, as specified in clause 5.1.

Bundle Agreement means a contract for a Bundle entered into by the Account Holder and the Service Providers on the Offer Terms for the supply of Services, and includes the Bundle Application.

Bundle Application means the ActewAGL and TransACT Service Application Form or voice recording.

Bundle Discount means the discounts available to Customers as set out in the table at clause 5.1.

Bundle Offer means the offer made by the Service Providers to Customers to enter into a Bundle Agreement for Compulsory and Eligible Services on these Offer Terms.

Business Day means a day other than a Saturday, Sunday or gazetted public holiday in the ACT.

Compulsory Services has the meaning given by clauses 4.1 and 4.2.

Cooling-off Period means a period of 10 Business Days commencing on the later of the Application Date or when You are provided with these Offer Terms.

Customer means an Account Holder who accepts a Bundle Offer for the supply of Services to their residential premises under the Bundle Agreement.

Discount Start Date has the meaning given by clause 3.6 of these Offer Terms.

Eligible Services means Services (in addition to the Compulsory Services) listed in clause 4.3 currently eligible to include in a Bundle Agreement on the Application Date, as determined by the Service Providers from time-to-time.

Existing Bundle Agreement means a contract for the supply of bundled Services from the Service Providers that is still within its Initial Term, but does not include this Bundle Agreement.

Existing Bundle Customer means a Customer currently in an Existing Bundle Agreement.

Fixed-phone means a residential fixed-line telephony service provided by TransACT.

General Terms means the terms and conditions of the individual Service Contracts listed in clause 2.3.

Grapevine means Grapevine Ventures ABN 23 093 966 888.

Grapevine ISP Plans means Grapevine ISP plans on the TransACT network as determined by Grapevine from time-to-time.

Green Energy means the premium for accredited GreenPower from ActewAGL's renewable energy program, Greenchoice.

Initial Term means a period of 24 months from the Application Date.

Mobile phone means a residential mobile phone Service provided by TransACT.

New Customer means a person who is not currently in an Existing Bundle Agreement.

Offer Terms means the terms and conditions for this Bundle Agreement as set out in this document.

Service(s) means the individual services supplied by the Service Providers as part of the Bundle Agreement.

Service Providers means ActewAGL, TransACT and Grapevine.

Subscription TV means a subscription television Service provided by TransACT.

TransACT means TransACT Capital Communications Pty Ltd ABN 23 093 966 888.

You (or Your) means the Customer.

1.2 In these Offer Terms, unless the contrary intention appears:

- a. headings are included for convenience and do not affect the interpretation of these Offer Terms;
- b. any reading down or severance of a provision does not affect the other provisions;
- c. words or phrases not defined in these Offer Terms have the meaning given to them in the relevant General Terms;
- d. the laws of the ACT apply;
- e. words in the singular include the plural and words in the plural include the singular according to the requirements of context;
- f. the words "include", "includes" or "including" are not words of limitation.

What does my Bundle Agreement involve?

2. General

2.1 This is an offer for the supply of Compulsory and Eligible Services from ActewAGL, TransACT and/or Grapevine under a Bundle Agreement.

2.2 A further separate contract (Service Contract) will exist between You and:

- a. ActewAGL for the selected ActewAGL Services;
- b. TransACT for the selected TransACT Services; and
- c. Grapevine for the selected Grapevine Services.

2.3 These Offer Terms supplement and must be read in conjunction with the General Terms for the supply of the selected ActewAGL, TransACT and Grapevine Services. Unless otherwise varied by these Offer Terms:

- a. the supply of electricity, or electricity and natural gas by ActewAGL will be subject to the terms and conditions of ActewAGL's Market Retail Contract (available at actewagl.com.au);
- b. the supply of telecommunication Services by TransACT (Fixed-phone, Mobile, Broadband and Subscription TV) will be subject to the terms and conditions specified in the applicable Service Application/Change Authority Form and the Standard Form of Agreement formulated under section 479 of the Telecommunications Act 1997 and registered by the Australian Communications and Media Authority (available at transact.com.au);
- c. the supply of Grapevine ISP Services will be subject to Grapevine's terms and conditions and Acceptable Use Policy (available at grapevine.com.au).

- 2.4 These Offer Terms prevail to the extent of any inconsistency between the General Terms and the Offer Terms.
- 2.5 The Service Providers reserve the right to accept or reject a Bundle Application for any reason.
- 2.6 The Service Providers may conduct credit checks against You. Eligibility for the Bundle Offer is subject to credit check results satisfactory to the Service Providers.
- 2.7 The Bundle Offer is only available to Customers in the ACT who will be using the Services for domestic purposes at their private residential premises.
- 2.8 The Bundle Offer is only available to New Customers, Existing Bundle Customers who move residential premises prior to the expiry of the Initial Term of their Existing Bundle Agreement and Existing Bundle Customers who either comply with clause 8.6 of these Offer Terms or who are within the last three months of their Existing Bundle Agreement.
- 2.9 Business and commercial Customers are not eligible for this Bundle Offer.
- 2.10 All Services within a Bundle must be provided to the same residential premises and Account Holder.
- 2.11 Only the Customer may accept the Bundle Offer (or transfer, upgrade, downgrade, or cancel the Bundle Agreement).
- 2.12 You must remain on the same ActewAGL electricity tariff, and if applicable, natural gas tariff throughout the Initial Term.

When does my Bundle Agreement and Bundle Discount start?

3. Commencement of Bundle Agreement, Services Contract, Service Supply and Bundle Discount

- 3.1 The Bundle Agreement and each Service Contract commences on the Application Date and continues for the Initial Term.
- 3.2 Supply of the Services will commence upon the later of:
 - a. the expiry of the Cooling-off Period; or
 - b. where the selected Services are being transferred from another retailer, upon the successful transfer from that retailer and activation by the relevant Service Provider.
- 3.3 Transfer and activation may take up to four months for electricity and/or natural gas depending on the date of Your last meter read and whether You are transferring these Services from another Retailer.
- 3.4 The Service Providers will notify You in writing when transfer and activation has occurred. As Your meters are read separately for electricity and natural gas, the supply date and the Bundle acceptance date may be on different dates.
- 3.5 Where transfer and activation of Your Services has not occurred within four months of the Application Date, You may cancel Your Bundle Agreement upon written notice to the Service Providers. Early cancellation fees will not apply to a Bundle Agreement cancelled under this clause.

Bundle Discount

- 3.6 The Bundle Discount will start when all of the Services included in the Bundle Agreement have been activated within the Service Providers systems (Discount Start Date). The Bundle discount will not be backdated to the Application Date but subject to clauses 3.2 and 3.3, the Bundle Discount will extend beyond the Initial Term for a period equal to the number of days between the Application Date and the Discount Start Date.
- 3.7 The Bundle Discount will cease upon the earlier of cancellation or expiry of the Bundle Agreement.

What Services can I Bundle?

4. Compulsory and Eligible Services

Compulsory Services

- 4.1 Subject to clause 4.2, ActewAGL electricity and TransACT Fixed-phone must be included in every Bundle.
- 4.2 ActewAGL natural gas must be included in every Bundle where ActewAGL can provide natural gas and You have an existing connection.

Eligible Services

- 4.3 Subject to clauses 4.4 to 4.10 (inclusive) and also to the Service Providers being able to provide the Services, Mobile phone, Green Energy, TransACT Broadband, Subscription TV and Grapevine ISP Plans are eligible to make a Bundle of three or more Services in combination with the Compulsory Services listed in clauses 4.1 and 4.2.
- 4.4 If You wish to include a Grapevine ISP Plan and/or Broadband Services in Your Bundle and if You live in a TransACT cable or ADSL network area and connection to the TransACT cable or ADSL network is available at Your residential premises, You must take a TransACT Broadband plan on the TransACT cable or ADSL network. If You also wish to include a Grapevine ISP Plan, You must take a Grapevine ISP Plan on the TransACT cable or ADSL network.
- 4.5 If You take a Grapevine ISP Plan and a TransACT Broadband Service in accordance with clause 4.4 this counts as two Eligible Services.
- 4.6 Grapevine dial-up plans are not an Eligible Service under this Bundle Offer, nor are \$10 Grapevine ISP Plans.
- 4.7 If including a Mobile phone Service in the Bundle, any TransACT mobile plan may count as an Eligible Service, except MultiSIM, Blackberry cap and mobile broadband plans.
- 4.8 If including a Green Energy Service in the Bundle, any residential Greenchoice plan may count as an Eligible Service, except the 10% Greenchoice consumption based plan.
- 4.9 Obsolete and discontinued Services and products are not Eligible Services and cannot be bundled under this Bundle Offer.
- 4.10 Bundle products are only available in TransACT network areas.

What discount will I get?

5. Bundle Discount

- 5.1 Subject to these Offer Terms, the available Bundle combinations and applicable Bundle Discounts are as follows:

Bundle combinations	Bundle discount
3 Eligible Services	3% discount on either Your ActewAGL electricity bill or TransACT bill.
4 Eligible Services	5% discount on either Your ActewAGL electricity bill or TransACT bill.
5 Eligible Services	10% discount on either Your ActewAGL electricity bill or TransACT bill.
6 Eligible Services	20% discount on either Your ActewAGL electricity bill or TransACT bill.
7 Eligible Services	25% discount on either Your ActewAGL electricity bill or TransACT bill.
8 Eligible Services	30% discount on either Your ActewAGL electricity bill or TransACT bill.

5.2 On the Application Date, You must choose to apply Your Bundle Discount to either Your ActewAGL electricity bill or Your TransACT bill. You may not change the bill to which the Bundle Discount is applied during the Initial Term.

5.3 Subscription TV may not be available in all areas.

5.4 You are not entitled to the ActewAGL direct debit discount in addition to the Bundle Discount.

5.5 The Bundle Discount will not be applied to miscellaneous ActewAGL or TransACT fees and charges, including special meter reads, reconnection fees and other similar charges.

5.6 The Bundle Discount will not be applied to the Utilities Network Facilities Tax (UNFT) or any other taxes, fees, levies or charges imposed by a governmental authority, regulator or like body or organisation.

5.7 If You choose to have the Bundle Discount applied to Your TransACT bill, the Bundle Discount applies to the TransACT Fixed-phone plan—monthly line rental, call charges and phone features are all discounted.

5.8 The Bundle Discount is capped at a total discount of \$500 (including GST) per annum. Once the cap is reached the Bundle Discount will be suspended until the first year anniversary of the Discount Start Date.

5.9 Bundle Discounts do not apply to natural gas or Grapevine ISP Services included in the Bundle Agreement.

Will my prices change at any time?

6. Billing and prices

6.1 The energy charges applicable to the supply of electricity and/or natural gas Services are as set out in the ActewAGL General Terms and adjustments to those energy charges will occur in accordance with the General Terms.

6.2 Price variation of charges for TransACT Services are set out in TransACT's General Terms.

6.3 Price variation of charges for Grapevine ISP Services are set out in Grapevine's General Terms.

6.4 Each Service Provider will invoice You individually for the Services provided to You under the Bundle Agreement.

6.5 The Service Providers jointly and severally reserve the right, at their absolute discretion, to cancel the Bundle Agreement if You fail to pay a Service invoice rendered in accordance with the General Terms relevant to that Service.

6.6 Where the Service Providers, either jointly or severally, cancel this Bundle Agreement under clause 6.5, You will be liable to pay the early cancellation fees for each Service in accordance with clause 7.

6.7 All fees and charges in this Bundle Agreement, and the Bundle Discount are GST inclusive unless otherwise stated.

What if I decide to cancel my Bundle Agreement early?

7. Early cancellation of your Bundle Agreement

7.1 If You cancel the Bundle Agreement after the Cooling-off Period but before expiry of the Initial Term early cancellation fees will apply for each Service included in a Bundle Agreement as follows:

- | | |
|-------------------------|---------------------------|
| a. Electricity – \$50 | e. Fixed-phone – \$50 |
| b. Natural gas – \$50 | f. Broadband – \$50 |
| c. Green Energy – \$50 | g. Subscription TV – \$50 |
| d. Grapevine ISP – \$50 | h. Mobile phone – \$50 |

7.2 The early cancellation fee is payable to the respective Service Provider who provided the Service and will be included in Your next invoice for that Service.

7.3 An early cancellation fee will not be applied if You move to a new residential address where:

- The Services included in Your Bundle Agreement can no longer be supplied by the Service Providers at the contracted rates;
- Not all of the Services included in Your Bundle Agreement are available but You enter into a new Bundle Agreement for Services which are available at Your new address; or
- Only some Services are available at Your new residential address, and these Services are not eligible to form a Bundle.

7.4 If You decide to cancel any of Your individual Services, in addition to the cancellation fees set out in clause 7.1, further cancellation fees may be payable as outlined in the General Terms for the relevant Service.

Can I upgrade or downgrade my Bundle?

8. Addition, removal, transfer, or suspension of Services

8.1 You may transfer a Bundle Agreement between residential locations within the ACT where the Service Providers can provide the Services. You must notify the Service Providers as soon as possible that You wish to transfer Your Bundle Agreement to Your new residential address by calling 13 12 93.

8.2 The removal of any or all of the Compulsory Services from a Bundle Agreement will result in cancellation of the Bundle Agreement. Subject to clause 7, early cancellation fees may apply.

8.3 During the Initial Term You may, without affecting Your Bundle Agreement, upgrade/downgrade to a different Service plan for: Green Energy, Grapevine ISP Plans, TransACT Fixed-phone, Broadband, Subscription TV and Mobile phone, provided the new Service plan is an Eligible Service. For electricity and natural gas, clause 2.12 applies. Individual Service Contracts may have upgrade/downgrade fees as per the General Terms for those Services.

8.4 At any time during the Initial Term You may elect to upgrade Your Bundle Agreement to include additional Eligible Services. In this case You will be required to enter into a new 24-month Bundle Agreement ("New Bundle Agreement") and this Bundle Agreement will be deemed to be

cancelled upon the Service Providers being able to provide the Services to You under the New Bundle Agreement. Bundle Offer Terms may vary with the New Bundle Agreement. No cancellation fees will apply for upgrading an Existing Bundle Agreement under this clause.

- 8.5 If You choose to remove an Eligible Service from Your Bundle then subject to clause 7, early cancellation fees may apply for each Eligible Service removed. If You elect not to enter a new Bundle Agreement at the same time that You remove an Eligible Service, the Bundle Agreement will be deemed to have been cancelled by You and subject to clause 7, early cancellation fees may apply.
- 8.6 If You are an Existing Bundle Customer with more than three months remaining of the Initial Term of Your Existing Bundle Agreement, and wish to enter into a new Bundle Agreement, You will be unable to do so unless You include a Compulsory or Eligible Service for which You did not previously have an account, into Your new Bundle Agreement, and You do not remove any Service from the Existing Bundle Agreement.
- 8.7 Existing Bundle Customers who wish to enter into a new Bundle Agreement in accordance with clause 8.6 or upgrade their Bundle Agreement in accordance with clause 8.4 may, subject to clause 2.12, upgrade or downgrade the individual Eligible Service plan. Individual Eligible Services may have upgrade/ downgrade fees as per the General Terms for the relevant Service.
- 8.8 If You suspend one or more Service(s) included in Your Bundle Agreement for a period in excess of three months and without that Service(s) Your remaining active Services would not be eligible to form a Bundle, the Service Providers may suspend the Bundle Discount during the period of suspension of the Service(s).

What happens when my Bundle term ends?

9. Renewal

- 9.1 The Service Providers may notify You not less than four weeks before the expiry of the Initial Term and offer to renew Your Bundle Agreement ("Renewal Offer").
- 9.2 The Renewal Offer will outline our then current offer and describe any new charges and any revised terms and conditions. The Renewal Offer can be accepted by calling ActewAGL on 13 12 93 or in writing prior to expiry of the Bundle Agreement.

How do you use my personal information?

10. Other information

- 10.1 You agree that the Service Providers may use Your personal information to verify Your details and obtain credit information about You from related entities, credit providers, and credit reporting agencies. Your personal information will also be used to manage this contract, facilitate internal business operations and make offers to You from time-to-time.
- 10.2 The Service Providers will treat Your personal information in accordance with the Privacy Act 1988 (Cth). Under the Privacy Act, You have a right to access personal information that an organisation holds about You. To view the Service Providers' privacy policies visit their respective websites at actewagl.com.au; transact.com.au and grapevine.com.au. For further information on privacy contact the Australian Information Commissioner or visit privacy.gov.au.
- 10.5 The Service Providers may vary, amend or withdraw any of the terms and conditions of this Bundle Agreement without Your consent. If the Service Providers exercise their rights under this clause, You will be informed in writing of the change(s) at least four (4) weeks prior to any change coming into effect.
- 10.6 a. Subject to subclause 10.6 (b), the Service Providers reserve the right to cancel Your Bundle Agreement in the following circumstances:
- i. You are declared bankrupt by any court or under any law;
 - ii. one or more of the Service Providers become insolvent or are wound up;
 - iii. one or more of the Service Providers undergoes a change of control;
 - iv. one or more of the Service Providers cease to provide some or all of the Services included in Your Bundle.
- b. To the extent that it is possible for the Service Providers to do so, You will be informed in writing at least four (4) weeks prior to a cancellation of a Bundle Agreement under this clause 10.6 coming into effect.
- c. The Service Providers will have no liability to You, nor will any compensation be payable, in respect of a Bundle Agreement cancelled under this clause 10.6.
- 10.7 In making this offer to You we may have used the services of a marketer. The marketer will be paid a fee/commission for these services.

Who can I contact about my Services?

11. Contact details for Service Providers

11.1 ActewAGL Retail of 40 Bunda Street, Canberra ACT 2600, or GPO Box 366, Canberra ACT 2601. 13 12 93.

11.2 TransACT of 470 Northbourne Avenue, Dickson ACT 2602.

11.3 Grapevine of 470 Northbourne Avenue, Dickson ACT 2602

ActewAGL Retail ABN 46 221 314 841. TransACT Capital Communications Pty Ltd ABN 23 093 966 888.

FORM G

COMMONWEALTH OF AUSTRALIA

Competition and Consumer Act 2010 – Sub-section 93(1)

NOTIFICATION OF EXCLUSIVE DEALING

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93(1) of the *Competition and Consumer Act 2010*, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47 (6) or (7) of that Act in which the person giving notice engages or proposes to engage.

1. Applicant

(a) Name of person giving notice:

N96790

TransACT Capital Communications Pty Limited (ABN 23 093 966 888)
(TransACT).

(b) Short description of business carried on by that person:

The business currently conducted by TransACT (and its related companies) is supplier of:

- fixed line and mobile telephone services to customers within the footprint of the TransACT network (which includes parts of NSW, ACT and Victoria);
- subscription television (wherever available);
- network access to a range of internet services providers who provide services to customers within the footprint of the TransACT network in the ACT and NSW;
- pre-select, and local carriage resale telephony services to customers within the ACT and parts of NSW;
- broadband, dial-up ISP services and broadband internet access through the trading name Grapevine Ventures.

(c) Address in Australia for service of documents on that person:

TransACT Capital Communications Pty Limited
3rd floor, TransACT House
470 Northbourne Avenue
Dickson ACT 2602

2. Notified Arrangement

(a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

See Attachment A.

(b) Description of the conduct or proposed conduct:

See Attachments A and B.

3. Persons, or classes or persons, affected or likely to be affected by the notified conduct:

(a) Class or class of persons to which the conduct relates:

Existing and potential residential customers of TransACT located within the Australian Capital Territory.

(b) Number of those persons:

(i) at present time:

Nil, as the bundled product as outlined below has not yet been released to ACT market.

(ii) estimated within the next year:

The number of persons to which the proposed conduct will relate within the next year is not known, but it is likely to exceed 50.

(c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses:

Not applicable.

4. Public benefit claims

(a) Arguments in support of notification:

See Attachment A.

(b) Facts and evidence relied upon in support of these claims:

See Attachment A.

5. Market definition

Provide a description of the market(s) in which the goods or services described at 2 (a) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

See Attachment A.

6. Public detriments

(a) Detriments to the public resulting or likely to result from the notification, in particular the likely effect of the notified conduct on the prices of the goods or

services described at 2 (a) above and the prices of goods or services in other affected markets:

See Attachment A.

(b) Facts and evidence relevant to these detriments:

See Attachment A.

7. Further Information

(a) Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice:

Ajay Singhal
Manager Pricing and Business Analysis
3' floor, TransACT House
470 Northbourne Avenue
Dickson ACT 2602

Dated.....17 June 2013.....

Signed by/on behalf of the applicant

.....
(Signature)

.....
(Full Name)

.....
(Organisation)

.....
(Position in Organisation)

ATTACHMENT A

1. EXECUTIVE SUMMARY

TransACT Capital Communications Pty Limited ("TransACT") and ActewAGL intend entering into an agreement under which the parties will co-operate to contribute one or more of the services they supply to residential customers ("Customers") throughout the Australian Capital Territory. Customers may select various combinations of available services from both ActewAGL and TransACT and will receive a discount on either the ActewAGL electricity component or the TransACT component of the selected services.

TransACT is seeking statutory immunity under section 93 of the *Competition and Consumer Act 2010* for the proposed conduct. TransACT is aware that ActewAGL has also lodged a notification with the Commission to this effect.

2. CORPORATIONS INVOLVED

2.1 TransACT Capital Communications Pty Ltd

TransACT Capital Communications Pty Limited (ABN 23 093 966 888) is a wholly owned subsidiary of TransACT Communications Pty Limited (ABN 32 091 752 297).

TransACT Communications Pty Limited is wholly owned subsidiary of iiNet Limited (ABN 48 068 628 937).

TransACT Capital Communications Pty Ltd owns and operates a broadband communications network in the Australian Capital Territory, which is capable of delivering voice, data and video (including subscription television).

In addition to the above, TransACT Capital Communications Pty Ltd owns and operates the business Grapevine Ventures (ABN 49 135 731 130), which provides broadband and dial-up ISP services and broadband internet access.

Further information regarding TransACT Communications Pty Limited may be obtained from transact.com.au.

2.2 ActewAGL

ActewAGL Retail (ABN 46 221 314 841) is a partnership between ACTEW Retail Limited and AGL ACT Retail Investments Pty Limited.

ACTEW Retail Limited is a subsidiary of ACTEW Corporation Limited (ABN 86 069 381 960) ("ACTEW"). ACTEW is a Territory Owned Corporation of the ACT Government.

AGL ACT Retail Investments Pty Ltd is a subsidiary of AGL Energy Limited (ACN 115 061 375) ("AGL"). AGL is an energy retail company.

ActewAGL provides:

- electricity to customers in the ACT, and contestable customers in the NSW Capital Region;
- natural gas to customers in the ACT, and the Capital Region of NSW, including Boorowa, Bungendore, Goulburn, Nowra and the Shoalhaven, Queanbeyan, Yass and Young;
- water and sewerage billing services to ACT customers on behalf of ACTEW Corporation Ltd (network asset owner); and

ActewAGL is licensed to supply electricity and natural gas to ACT and NSW customers.

Further information regarding ActewAGL may be obtained from actewagl.com.au.

3. DESCRIPTION OF GOODS AND SERVICES TO WHICH THIS NOTICE RELATES

3.1 Description of the Services

The services to be supplied by TransACT and ActewAGL to Customers, and to which this notice relates, are as follows:

- TransACT services
 - Fixed line telephony services
 - Broadband internet access
 - Mobile telephony service
 - ISP services
 - Subscription television
- ActewAGL services
 - Electricity
 - Electricity – Renewable generation (“Greenchoice”)
 - Natural Gas

4. PROPOSED CONDUCT

4.1 Summary of Proposed Conduct

TransACT and ActewAGL would invite residential Customers within the Australian Capital Territory to acquire services from each of the parties in one of the package combinations (“Bundle”) set out in the table at paragraph 4.2. Depending upon the number of services acquired, the Customer would be eligible for a discount applied to either the ActewAGL electricity component (including Greenchoice where applicable) or the TransACT account for the selected services. The discount will not be applied to any government taxes, and miscellaneous fees and charges included in those accounts.

Selection of the Bundle of services is at the option of the Customer.

The level of discount applicable to the various Bundles of selected services is specified in the table below. Each of ActewAGL and TransACT will continue to independently determine the prices at which they sell their respective products and services.

In order to obtain the applicable discount, the Customer must enter into a 24 month service agreement (“Bundle Agreement”), noting that electricity, natural gas (where Customer has an existing connection) and TransACT fixed-line telephony are compulsory services to include in each Bundle. The Customer will enter into separate service agreements with ActewAGL (to acquire the ActewAGL services), TransACT (to acquire the TransACT services) and, where applicable, Grapevine (to access the ISP services). Existing payment options, including direct debit and online payment systems will be available.

The price of each of the services will be readily apparent to the Customer. The Customer would receive a bill from each Service Provider in relation to the selected services, within the normal billing cycles.

From time to time TransACT and ActewAGL may also offer Customers other special prices, packages, discounts, giveaways or products in relation to a Bundle in addition to those set out in this document.

The services would be jointly marketed by both TransACT and ActewAGL.

4.2 Discount Scheme to be applied

The discount to be applied to the available packages of services is set out below:

E	= Electricity	T	= Fixed Line Telephone
G	= Gas (where there is an existing connection)	M	= Mobile
B	= Broadband	V	= Subscription television (where available)
I	= Internet Service Provision by Grapevine	C	= Greenchoice electricity (renewable)

Offer	Valid Combinations	Discount
3 Eligible Services	EGT ETI, ETM, ETV, ETB, ETC	3% discount on either electricity or total TransACT account
4 Eligible Services	ETGM; ETGC; ETGB; ETGV; ETIB; ETMC; ETMB; ETMV; ETGI; ETIM; ETIV; ETIC; ETVB; ETVC; ETBC	5% discount on either electricity or total TransACT account
5 Eligible Services	ETGMC; ETGMB; ETGMV; ETGCB; ETGCV; ETGBI; ETGVB; ETIBM; ETIBC; ETIBV; ETMCB; ETMCV; ETMBV; ETGIM; ETGIC; ETGIV; ETIMC; ETIMV; ETICV; ETVBC.	10% discount on either electricity or total TransACT account
6 Eligible Services	ETGMCB; ETGMCV; ETGMBV; ETGCVB; ETGBIV; ETGBIC; ETIBMV; ETIBMC; ETIBCV; ETMCBV; ETGIMV; ETGIMC; ETIMCV; EGTIMB; ETGCVI	20% discount on either electricity or total TransACT account
7 Eligible Services	EGTIMCB; EGTIMBV; EGTICBV; EGTMCBV; ETIMCBV; EGTIMCV	25% discount on either electricity or total TransACT account

8 Eligible Services	EGTI MVCB	30% discount on either electricity or total TransACT account

NOTE: The total discount available to customers in any 12-month period is capped at \$500 including GST.

Every Bundle must include electricity, TransACT fixed line telephony and natural gas (where natural gas is connected). Where the Customer does not have an existing natural gas connection, the customer must select another available eligible service to complete the minimum three (3) services Bundle. Electricity and TransACT fixed line telephony alone do not form a Bundle.

ISP Services

Areas of the ACT served by the TransACT Network

- 4.2.1 Broadband is only available as part of a packaged service with TransACT fixed line telephony, or with fixed line telephony and subscription television. These components count as separate services for the purposes of making up a Bundle.
- 4.2.2 In the event Customers in these areas wish to include a Grapevine ISP plan in a bundle only Grapevine broadband plans on the TransACT network are eligible. In this event the broadband service and ISP will count as two separate services.
- 4.2.3 Grapevine dial-up ISP plans are not eligible to be bundled under the proposed offer.

All Grapevine ISP plans are denoted by "I" in the table above.

Other Details

All Greenchoice plans except the 10% consumption based plan are eligible to be bundled under this offer.

All residential TransACT mobile phone service plans will be eligible, except Multi-SIM plans, and plans in respect of Blackberry devices.

Subject to the above, mobile telephony, broadband, Greenchoice, subscription television (where available) and Grapevine ISP plans on the TransACT Network are eligible to make up a Bundle of between three and eight services.

Upon signing the Bundle Agreement, Customers must choose whether to have the discount applied to their ActewAGL electricity account (including Greenchoice where this service has been included in the Bundle) or their TransACT account.

The discount will commence when all services included in the Bundle have been activated in the service providers' systems.

ActewAGL and TransACT do not intend to actively promote the Eight Service Bundle. This is because some of the eligible services are not available to all residential customers in the ACT. However, ActewAGL and TransACT consider there is a benefit to Customers if they are able to access a discount where the relevant Services can be provided and a Customer wishes to bundle those services.

In addition to the above, Customers will be eligible for waiver of the Natural gas standard service application fee of \$295 if a gas service is included in a bundle contract as a new service (fee is only payable by new ActewAGL customers).

For TransACT Services, standard installation fees will be also be waived, representing further significant savings for the Customer.

4.3 Compulsory Requirement of TransACT Service

In order to qualify for the applicable discount, the Customer must enter into a 24 month contract for the TransACT Services, which must include fixed-line phone, and may include any one or more of broadband, mobile phone or subscription TV.

4.4 Compulsory Requirement of ActewAGL Service

In order to qualify for the applicable discount, the Customer is required to enter into a 24 month contract with ActewAGL for both electricity and natural gas, where the Customer has an existing account for natural gas, or where the Customer does not have an existing natural gas connection, a 24 month contract with ActewAGL for electricity.

4.5 Where Grapevine ISP Services are selected

In order to qualify for the applicable discount, if selecting a Bundle which includes ISP services from Grapevine, the Customer may be required to enter into a 24 month contract with Grapevine ISP.

4.6 Fixed Term Supply Agreement

The supply of services to a Customer is subject to a 24 month term. This lowers the running costs of providing available services by reducing overheads associated with Customer management. In order to meet associated administrative costs, a cancellation administration fee will be payable by a Customer who terminates the Bundle Agreement prior to the expiry of the initial 24-month term. The amount of the cancellation administration fee will depend on the number of services that were included in the Bundle.

However cancellation administration fees will not apply where it is no longer possible for TransACT, ActewAGL or Grapevine to provide the Service(s), for example, where a Customer moves to an area that cannot be supplied by TransACT or ActewAGL.

4.7 Provision of Information to Customers

The Bundle offers available to TransACT, ActewAGL and Grapevine Customers will be communicated through call centres, press campaigns, the parties' respective websites and other means. TransACT, ActewAGL and Grapevine will ensure their Customers are aware of:

- the offer if the Customer elects to bundle services from TransACT, ActewAGL and Grapevine; and
- any terms and conditions applicable to the offer.

Customers will therefore be in full possession of all material relevant to a purchase decision prior to purchasing any Services.

5. PUBLIC BENEFITS

The impact of the proposed conduct is not such that, under the test laid down in section 93(3A)(b) of the *Competition and Consumer Act 2010*, the likely benefit to the public will be outweighed by the likely detriment to the public.

The proposed conduct would result in the following major public benefits:

- discounts applied to essential services;
- encouragement of significant investment in advanced local broadband communications infrastructure;
- facilitation of competition within the telecommunications and energy industries; and
- promoting energy sourced from renewable generation.

5.1 Rewards applied to Essential Services

Persons who elect to purchase one of the available Bundle of services will benefit from the application of rewards, as specified at paragraph 4.2. The specific discount to be applied to the available services depends upon the number of Services the Customer includes in the Bundle.

Electricity, gas, ISP, telephony (fixed-line and mobile) and other telecommunications services will continue to be available to customers separately from ActewAGL, TransACT and Grapevine, as well as through other service providers.

5.2 Costs savings to customers

The bundling of energy supply contracts with the services of TransACT and/or Grapevine should create a degree of stability in both ActewAGL's electricity and natural gas customer supply base and TransACT's customer base, allowing ActewAGL and TransACT greater scope to secure and offer more competitive energy and telecommunications pricing.

5.3 Increased competition in the markets in which the ActewAGL services are supplied

TransACT believes the proposed conduct may provide Customers with an opportunity of acquiring services from ActewAGL at a lower price than the price currently charged by other competitors. This should, in-turn, stimulate competition in the supply of energy in the ACT and surrounding regions.

5.4 Competition within the Telecommunications Industry

The proposed conduct of TransACT and ActewAGL will promote the long term interests of telecommunications users by increasing competition in the telecommunications industry and promoting investment in advanced broadband communications infrastructure.

The proposed conduct will also encourage competition in the various markets in which other components of the services are supplied. For example, while qualifying for the discount set out in paragraph 4.2, Customers may continue to have other services supplied by other energy providers or telecommunications companies.

The proposed conduct therefore does not reduce the choice available to Customers as it allows them to construct packages of telecommunications services and energy services from a range of providers.

5.5 Promoting Renewable Energy

Greenchoice electricity is ActewAGL's 'green energy' product, and has been generated from renewable sources such as wind power, solar, mini-hydro and biomass – these sources do not produce the greenhouse gases that contribute to global warming.

The Greenchoice product has been independently assessed by the National Green Power Accreditation Program, which ensures that the renewable energy purchased by ActewAGL comes from government approved renewable energy sources.

The inclusion of Greenchoice as an eligible service for this promotion sends a clear signal to the community of the importance with which ActewAGL considers reducing greenhouse gas emissions.

It also evidences ActewAGL's commitment to providing its Customers with substantial opportunities to reduce their greenhouse gas emissions and environmental footprint.

Although Greenchoice is an individual service, the relevant charges will be subject to the relevant discount where the Customer includes Greenchoice in a Bundle and chooses to have their discount applied to their electricity bill.

6. PUBLIC DETRIMENT

It is TransACT's view that there will be no detriment to the public arising from the proposed conduct. The markets affected by the proposed conduct are those of electricity and natural gas, and telecommunications (including mobile and fixed-line telephony, internet services, and subscription television).

6.1 No lessening of competition in energy supply

The electricity and natural gas markets in the ACT region are fully contestable. As of the date of this notice there are a number of authorised suppliers of electricity in the ACT apart from ActewAGL Retail, being: AGL Sales (Queensland Electricity), AGL Sales, AGL South Australia, Alinta Energy Retail Sales Pty Ltd, Aurora Energy, Australian Power and Gas, Blue NRG, Click Energy, Cogent Energy, CS Energy, Diamond Energy, Dodo Power and Gas, EDL Retail, EnergyAustralia (formerly TRUenergy), EnergyAustralia Yallourn (formerly TRUenergy Yallourn), Ergon Energy Queensland, ERM Power Retail, GoEnergy, GridX Power, Infigen Energy Holdings, Infigen Energy Markets, International Power (Retail), Lumo Energy (NSW), Lumo Energy (QLD), Lumo Energy (SA), Lumo Energy Australia, Metered Energy Holdings, Momentum Energy, Neighbourhood Energy, Origin Energy Electricity, OzGen Retail, Pacific Hydro Retail Pty Ltd, Powerdirect, Powershop Australia, Progressive Green, QEnergy, Red Energy, Sanctuary Energy, Simply Energy, Stanwell Corporation, Sun Retail, TrustPower Australia Holdings. There are also a number of natural gas retailers in the ACT, apart from ActewAGL Retail, being: AGL Energy Sales & Marketing, AGL Retail Energy, AGL Sales (Queensland), AGL Sales, AGL South Australia, Alinta Energy Retail Sales Pty Ltd, Aurora Energy, Australian Power and Gas, Dodo Power and Gas, EnergyAustralia (formerly TRUenergy), ERM Power Retail Pty Ltd, GoEnergy, Lumo Energy (NSW), Lumo Energy (SA), Lumo Energy Australia, Metered Energy Holdings, Momentum energy, Origin Energy (Vic), Origin Energy LPG, Origin Retail Energy, Red Energy, Simply Energy and Sun Retail.

ActewAGL believes there will be no lessening of competition given the number of energy suppliers in and around the ACT region, the large customer base of many of those suppliers,

and that full retail contestability has already occurred in the ACT with retailers being seasoned operators within a contestable environment.

In ActewAGL's view, it is open to other energy retailers to offer a similar bundling of services with other telecommunication and/or internet service providers within the energy market of the ACT and surrounding areas.

6.2 No Lessening of Competition in the Internet Services Market

Grapevine competes with numerous local (such as Velocity, Netspeed, Apex and Cyber One) and national internet service providers (such as Telstra, Optus, Internode and TPG).

The bundled services will not be detrimental to competition given the large number of other internet service providers, and the highly competitive nature of this market.

6.3 TransACT is dedicated to customer protection

TransACT is committed to ensuring that all customers and potential customers are provided with ample information relevant to the decision to purchase telecommunications products.

TransACT strives to ensure that its managers, representatives and approved dealers are aware of their responsibilities under the *Competition and Consumer Act 2010* and their obligations to protect both the competitive process and the interests of consumers.

TransACT holds trade practices training sessions for its staff at which issues of consumer protection are discussed. ActewAGL also provides a trade practices compliance guide to employees emphasising these issues.

6.4 Conduct Voluntary

It should be noted that the proposed conduct would be voluntary on the part of the Customer. The services will continue to be available separately from ActewAGL, TransACT, and Grapevine.

ATTACHMENT B

Copy of Proposed Bundle Terms and Conditions

Terms and conditions of the ACT Bundle Offer

Effective [TBA]

Your agreement dictionary

1. Interpretation

1.1 A reference to:

Account Holder means the person who originally signs the individual Service Contracts for the Compulsory Services and Eligible Services.

ACT means the Australian Capital Territory.

ActewAGL means ActewAGL Retail ABN 46 221 314 841 a partnership of ACTEW Retail Ltd ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586.

Application Date means the date You sign the Bundle Application or a voice recording is made in respect of Your Bundle Application.

Broadband means a residential broadband Service on the TransACT network.

Bundle means the package of Compulsory Services and Eligible Services selected by a Customer to be supplied by the Service Providers, as specified in clause 5.1.

Bundle Agreement means a contract for a Bundle entered into by the Account Holder and the Service Providers on the Offer Terms for the supply of Services, and includes the Bundle Application.

Bundle Application means the ActewAGL and TransACT Service Application Form or voice recording.

Bundle Discount means the discounts available to Customers as set out in the table at clause 5.1.

Bundle Offer means the offer made by the Service Providers to Customers to enter into a Bundle Agreement for Compulsory and Eligible Services on these Offer Terms.

Business Day means a day other than a Saturday, Sunday or gazetted public holiday in the ACT.

Compulsory Services has the meaning given by clauses 4.1 and 4.2.

Cooling-off Period means a period of 10 Business Days commencing on the later of the Application Date or when You are provided with these Offer Terms.

Customer means an Account Holder who accepts a Bundle Offer for the supply of Services to their residential premises under the Bundle Agreement.

Discount Start Date has the meaning given by clause 3.6 of these Offer Terms.

Eligible Services means Services (in addition to the Compulsory Services) listed in clause 4.3 currently eligible to include in a Bundle Agreement on the Application Date, as determined by the Service Providers from time-to-time.

Existing Bundle Agreement means a contract for the supply of bundled Services from the Service Providers that is still within its Initial Term, but does not include this Bundle Agreement.

Existing Bundle Customer means a Customer currently in an Existing Bundle Agreement.

Fixed-phone means a residential fixed-line telephony service provided by TransACT.

General Terms means the terms and conditions of the individual Service Contracts listed in clause 2.3.

Grapevine means Grapevine Ventures ABN 23 093 966 888.

Grapevine ISP Plans means Grapevine ISP plans on the TransACT network as determined by Grapevine from time-to-time.

Green Energy means the premium for accredited GreenPower from ActewAGL's renewable energy program, Greenchoice.

Initial Term means a period of 24 months from the Application Date.

Mobile phone means a residential mobile phone Service provided by TransACT.

New Customer means a person who is not currently in an Existing Bundle Agreement.

Offer Terms means the terms and conditions for this Bundle Agreement as set out in this document.

Service(s) means the individual services supplied by the Service Providers as part of the Bundle Agreement.

Service Providers means ActewAGL, TransACT and Grapevine.

Subscription TV means a subscription television Service provided by TransACT.

TransACT means TransACT Capital Communications Pty Ltd ABN 23 093 966 888.

You (or Your) means the Customer.

1.2 In these Offer Terms, unless the contrary intention appears:

- a. headings are included for convenience and do not affect the interpretation of these Offer Terms;
- b. any reading down or severance of a provision does not affect the other provisions;
- c. words or phrases not defined in these Offer Terms have the meaning given to them in the relevant General Terms;
- d. the laws of the ACT apply;
- e. words in the singular include the plural and words in the plural include the singular according to the requirements of context;
- f. the words "include", "includes" or "including" are not words of limitation.

What does my Bundle Agreement involve?

2. General

2.1 This is an offer for the supply of Compulsory and Eligible Services from ActewAGL, TransACT and/or Grapevine under a Bundle Agreement.

2.2 A further separate contract (Service Contract) will exist between You and:

- a. ActewAGL for the selected ActewAGL Services;
- b. TransACT for the selected TransACT Services; and
- c. Grapevine for the selected Grapevine Services.

2.3 These Offer Terms supplement and must be read in conjunction with the General Terms for the supply of the selected ActewAGL, TransACT and Grapevine Services. Unless otherwise varied by these Offer Terms:

- a. the supply of electricity, or electricity and natural gas by ActewAGL will be subject to the terms and conditions of ActewAGL's Market Retail Contract (available at actewagl.com.au);
 - b. the supply of telecommunication Services by TransACT (Fixed-phone, Mobile, Broadband and Subscription TV) will be subject to the terms and conditions specified in the applicable Service Application/Change Authority Form and the Standard Form of Agreement formulated under section 479 of the Telecommunications Act 1997 and registered by the Australian Communications and Media Authority (available at transact.com.au);
 - c. the supply of Grapevine ISP Services will be subject to Grapevine's terms and conditions and Acceptable Use Policy (available at grapevine.com.au).
- 2.4 These Offer Terms prevail to the extent of any inconsistency between the General Terms and the Offer Terms.
- 2.5 The Service Providers reserve the right to accept or reject a Bundle Application for any reason.
- 2.6 The Service Providers may conduct credit checks against You. Eligibility for the Bundle Offer is subject to credit check results satisfactory to the Service Providers.
- 2.7 The Bundle Offer is only available to Customers in the ACT who will be using the Services for domestic purposes at their private residential premises.
- 2.8 The Bundle Offer is only available to New Customers, Existing Bundle Customers who move residential premises prior to the expiry of the Initial Term of their Existing Bundle Agreement and Existing Bundle Customers who either comply with clause 8.6 of these Offer Terms or who are within the last three months of their Existing Bundle Agreement.
- 2.9 Business and commercial Customers are not eligible for this Bundle Offer.
- 2.10 All Services within a Bundle must be provided to the same residential premises and Account Holder.
- 2.11 Only the Customer may accept the Bundle Offer (or transfer, upgrade, downgrade, or cancel the Bundle Agreement).
- 2.12 You must remain on the same ActewAGL electricity tariff, and if applicable, natural gas tariff throughout the Initial Term.

When does my Bundle Agreement and Bundle Discount start?

3. Commencement of Bundle Agreement, Services Contract, Service Supply and Bundle Discount

- 3.1 The Bundle Agreement and each Service Contract commences on the Application Date and continues for the Initial Term.
- 3.2 Supply of the Services will commence upon the later of:
- a. the expiry of the Cooling-off Period; or
 - b. where the selected Services are being transferred from another retailer, upon the successful transfer from that retailer and activation by the relevant Service Provider.
- 3.3 Transfer and activation may take up to four months for electricity and/or natural gas depending on the date of Your last meter read and whether You are transferring these Services from another Retailer.
- 3.4 The Service Providers will notify You in writing when transfer and activation has occurred. As Your meters are read separately for electricity and natural gas, the supply date and the Bundle acceptance date may be on different dates.
- 3.5 Where transfer and activation of Your Services has not occurred within four months of the Application Date, You may cancel Your Bundle Agreement upon written notice to the Service Providers. Early cancellation fees will not apply to a Bundle Agreement cancelled under this clause.

Bundle Discount

- 3.6 The Bundle Discount will start when all of the Services included in the Bundle Agreement have been activated within the Service Providers systems (Discount Start Date). The Bundle discount will not be backdated to the Application Date but subject to clauses 3.2 and 3.3, the Bundle Discount will extend beyond the Initial Term for a period equal to the number of days between the Application Date and the Discount Start Date.
- 3.7 The Bundle Discount will cease upon the earlier of cancellation or expiry of the Bundle Agreement.

What Services can I Bundle?

4. Compulsory and Eligible Services

Compulsory Services

- 4.1 Subject to clause 4.2, ActewAGL electricity and TransACT Fixed-phone must be included in every Bundle.
- 4.2 ActewAGL natural gas must be included in every Bundle where ActewAGL can provide natural gas and You have an existing connection.

Eligible Services

- 4.3 Subject to clauses 4.4 to 4.10 (inclusive) and also to the Service Providers being able to provide the Services, Mobile phone, Green Energy, TransACT Broadband, Subscription TV and Grapevine ISP Plans are eligible to make a Bundle of three or more Services in combination with the Compulsory Services listed in clauses 4.1 and 4.2.
- 4.4 If You wish to include a Grapevine ISP Plan and/or Broadband Services in Your Bundle and if You live in a TransACT cable or ADSL network area and connection to the TransACT cable or ADSL network is available at Your residential premises, You must take a TransACT Broadband plan on the TransACT cable or ADSL network. If You also wish to include a Grapevine ISP Plan, You must take a Grapevine ISP Plan on the TransACT cable or ADSL network.
- 4.5 If You take a Grapevine ISP Plan and a TransACT Broadband Service in accordance with clause 4.4 this counts as two Eligible Services.
- 4.6 Grapevine dial-up plans are not an Eligible Service under this Bundle Offer, nor are \$10 Grapevine ISP Plans.
- 4.7 If including a Mobile phone Service in the Bundle, any TransACT mobile plan may count as an Eligible Service, except MultiSIM, Blackberry cap and mobile broadband plans.
- 4.8 If including a Green Energy Service in the Bundle, any residential Greenchoice plan may count as an Eligible Service, except the 10% Greenchoice consumption based plan.
- 4.9 Obsolete and discontinued Services and products are not Eligible Services and cannot be bundled under this Bundle Offer.
- 4.10 Bundle products are only available in TransACT network areas.

What discount will I get?

5. Bundle Discount

- 5.1 Subject to these Offer Terms, the available Bundle combinations and applicable Bundle Discounts are as follows:

Bundle combinations	Bundle discount
3 Eligible Services	3% discount on either Your ActewAGL electricity bill or TransACT bill.
4 Eligible Services	5% discount on either Your ActewAGL electricity bill or TransACT bill.
5 Eligible Services	10% discount on either Your ActewAGL electricity bill or TransACT bill.
6 Eligible Services	20% discount on either Your ActewAGL electricity bill or TransACT bill.
7 Eligible Services	25% discount on either Your ActewAGL electricity bill or TransACT bill.
8 Eligible Services	30% discount on either Your ActewAGL electricity bill or TransACT bill.

5.2 On the Application Date, You must choose to apply Your Bundle Discount to either Your ActewAGL electricity bill or Your TransACT bill. You may not change the bill to which the Bundle Discount is applied during the Initial Term.

5.3 Subscription TV may not be available in all areas.

5.4 You are not entitled to the ActewAGL direct debit discount in addition to the Bundle Discount.

5.5 The Bundle Discount will not be applied to miscellaneous ActewAGL or TransACT fees and charges, including special meter reads, reconnection fees and other similar charges.

5.6 The Bundle Discount will not be applied to the Utilities Network Facilities Tax (UNFT) or any other taxes, fees, levies or charges imposed by a governmental authority, regulator or like body or organisation.

5.7 If You choose to have the Bundle Discount applied to Your TransACT bill, the Bundle Discount applies to the TransACT Fixed-phone plan—monthly line rental, call charges and phone features are all discounted.

5.8 The Bundle Discount is capped at a total discount of \$500 (including GST) per annum. Once the cap is reached the Bundle Discount will be suspended until the first year anniversary of the Discount Start Date.

5.9 Bundle Discounts do not apply to natural gas or Grapevine ISP Services included in the Bundle Agreement.

Will my prices change at any time?

6. Billing and prices

6.1 The energy charges applicable to the supply of electricity and/or natural gas Services are as set out in the ActewAGL General Terms and adjustments to those energy charges will occur in accordance with the General Terms.

6.2 Price variation of charges for TransACT Services are set out in TransACT's General Terms.

6.3 Price variation of charges for Grapevine ISP Services are set out in Grapevine's General Terms.

6.4 Each Service Provider will invoice You individually for the Services provided to You under the Bundle Agreement.

6.5 The Service Providers jointly and severally reserve the right, at their absolute discretion, to cancel the Bundle Agreement if You fail to pay a Service invoice rendered in accordance with the General Terms relevant to that Service.

6.6 Where the Service Providers, either jointly or severally, cancel this Bundle Agreement under clause 6.5, You will be liable to pay the early cancellation fees for each Service in accordance with clause 7.

6.7 All fees and charges in this Bundle Agreement, and the Bundle Discount are GST inclusive unless otherwise stated.

What if I decide to cancel my Bundle Agreement early?

7. Early cancellation of your Bundle Agreement

7.1 If You cancel the Bundle Agreement after the Cooling-off Period but before expiry of the Initial Term early cancellation fees will apply for each Service included in a Bundle Agreement as follows:

- | | |
|-------------------------|---------------------------|
| a. Electricity – \$50 | e. Fixed-phone – \$50 |
| b. Natural gas – \$50 | f. Broadband – \$50 |
| c. Green Energy – \$50 | g. Subscription TV – \$50 |
| d. Grapevine ISP – \$50 | h. Mobile phone – \$50 |

7.2 The early cancellation fee is payable to the respective Service Provider who provided the Service and will be included in Your next invoice for that Service.

7.3 An early cancellation fee will not be applied if You move to a new residential address where:

- The Services included in Your Bundle Agreement can no longer be supplied by the Service Providers at the contracted rates;
- Not all of the Services included in Your Bundle Agreement are available but You enter into a new Bundle Agreement for Services which are available at Your new address; or
- Only some Services are available at Your new residential address, and these Services are not eligible to form a Bundle.

7.4 If You decide to cancel any of Your individual Services, in addition to the cancellation fees set out in clause 7.1, further cancellation fees may be payable as outlined in the General Terms for the relevant Service.

Can I upgrade or downgrade my Bundle?

8. Addition, removal, transfer, or suspension of Services

8.1 You may transfer a Bundle Agreement between residential locations within the ACT where the Service Providers can provide the Services. You must notify the Service Providers as soon as possible that You wish to transfer Your Bundle Agreement to Your new residential address by calling 13 12 93.

8.2 The removal of any or all of the Compulsory Services from a Bundle Agreement will result in cancellation of the Bundle Agreement. Subject to clause 7, early cancellation fees may apply.

8.3 During the Initial Term You may, without affecting Your Bundle Agreement, upgrade/downgrade to a different Service plan for: Green Energy, Grapevine ISP Plans, TransACT Fixed-phone, Broadband, Subscription TV and Mobile phone, provided the new Service plan is an Eligible Service. For electricity and natural gas, clause 2.12 applies. Individual Service Contracts may have upgrade/downgrade fees as per the General Terms for those Services.

8.4 At any time during the Initial Term You may elect to upgrade Your Bundle Agreement to include additional Eligible Services. In this case You will be required to enter into a new 24-month Bundle Agreement ("New Bundle Agreement") and this Bundle Agreement will be deemed to be

cancelled upon the Service Providers being able to provide the Services to You under the New Bundle Agreement. Bundle Offer Terms may vary with the New Bundle Agreement. No cancellation fees will apply for upgrading an Existing Bundle Agreement under this clause.

8.5 If You choose to remove an Eligible Service from Your Bundle then subject to clause 7, early cancellation fees may apply for each Eligible Service removed. If You elect not to enter a new Bundle Agreement at the same time that You remove an Eligible Service, the Bundle Agreement will be deemed to have been cancelled by You and subject to clause 7, early cancellation fees may apply.

8.6 If You are an Existing Bundle Customer with more than three months remaining of the Initial Term of Your Existing Bundle Agreement, and wish to enter into a new Bundle Agreement, You will be unable to do so unless You include a Compulsory or Eligible Service for which You did not previously have an account, into Your new Bundle Agreement, and You do not remove any Service from the Existing Bundle Agreement.

8.7 Existing Bundle Customers who wish to enter into a new Bundle Agreement in accordance with clause 8.6 or upgrade their Bundle Agreement in accordance with clause 8.4 may, subject to clause 2.12, upgrade or downgrade the individual Eligible Service plan. Individual Eligible Services may have upgrade/ downgrade fees as per the General Terms for the relevant Service.

8.8 If You suspend one or more Service(s) included in Your Bundle Agreement for a period in excess of three months and without that Service(s) Your remaining active Services would not be eligible to form a Bundle, the Service Providers may suspend the Bundle Discount during the period of suspension of the Service(s).

What happens when my Bundle term ends?

9. Renewal

9.1 The Service Providers may notify You not less than four weeks before the expiry of the Initial Term and offer to renew Your Bundle Agreement ("Renewal Offer").

9.2 The Renewal Offer will outline our then current offer and describe any new charges and any revised terms and conditions. The Renewal Offer can be accepted by calling ActewAGL on 13 12 93 or in writing prior to expiry of the Bundle Agreement.

How do you use my personal information?

10. Other information

10.1 You agree that the Service Providers may use Your personal information to verify Your details and obtain credit information about You from related entities, credit providers, and credit reporting agencies. Your personal information will also be used to manage this contract, facilitate internal business operations and make offers to You from time-to-time.

10.2 The Service Providers will treat Your personal information in accordance with the Privacy Act 1988 (Cth). Under the Privacy Act, You have a right to access personal information that an organisation holds about You. To view the Service Providers' privacy policies visit their respective websites at actewagl.com.au; transact.com.au and grapevine.com.au. For further information on privacy contact the Australian Information Commissioner or visit privacy.gov.au.

10.5 The Service Providers may vary, amend or withdraw any of the terms and conditions of this Bundle Agreement without Your consent. If the Service Providers exercise their rights under this clause, You will be informed in writing of the change(s) at least four (4) weeks prior to any change coming into effect.

10.6 a. Subject to subclause 10.6 (b), the Service Providers reserve the right to cancel Your Bundle Agreement in the following circumstances:

- i. You are declared bankrupt by any court or under any law;
- ii. one or more of the Service Providers become insolvent or are wound up;
- iii. one or more of the Service Providers undergoes a change of control;
- iv. one or more of the Service Providers cease to provide some or all of the Services included in Your Bundle.

b. To the extent that it is possible for the Service Providers to do so, You will be informed in writing at least four (4) weeks prior to a cancellation of a Bundle Agreement under this clause 10.6 coming into effect.

c. The Service Providers will have no liability to You, nor will any compensation be payable, in respect of a Bundle Agreement cancelled under this clause 10.6.

10.7 In making this offer to You we may have used the services of a marketer. The marketer will be paid a fee/commission for these services.

Who can I contact about my Services?

11. Contact details for Service Providers

11.1 ActewAGL Retail of 40 Bunda Street, Canberra ACT 2600, or GPO Box 366, Canberra ACT 2601. 13 12 93.

11.2 TransACT of 470 Northbourne Avenue, Dickson ACT 2602.

11.3 Grapevine of 470 Northbourne Avenue, Dickson ACT 2602

ActewAGL Retail ABN 46 221 314 841. TransACT Capital Communications Pty Ltd ABN 23 093 966 888.