



STANDARD FORM CONTRACT

HORIZON POWER INTEGRATED
REGIONAL LICENCE
(ABN 57 955 011 697)
STANDARD ELECTRICITY
TERMS AND CONDITIONS

If you have any questions regarding your electricity supply, you can contact us

~~in~~ in writing:

~~Team Leader~~ Customer ~~Connections~~ Service
Horizon Power
PO Box 1066-
BENTLEY DC WA 6983

By telephone:

For billing and payment enquiries and complaints by residential customers, on 1800 267 926 during business hours

For billing and payment enquiries and complaints by business customers, on 1800 737 036 during business hours

For TTY users (hearing impaired customers) on 1800 461 499 during business hours

For -customers -residing -outside -Western -Australia -on -1800 -232 -135 -during business hours

To report a fault or emergency, 24 hours a day on 13 23 51

By email:

~~service@horizonpower.com.au~~ By

Internet:

~~[http://www.horizonpower.com.au/
service@horizonpower.com.au](http://www.horizonpower.com.au/service@horizonpower.com.au)~~

By Internet:

<http://www.horizonpower.com.au/>

1. SUPPLY OF ELECTRICITY

We will sell electricity to you at the *premises* in accordance with these terms and conditions. These terms and conditions apply to the sale of electricity to all customers who pay the *standard price* for electricity.

2. CODE OF CONDUCT

2.1 The *Code of Conduct* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The *Code of Conduct* is designed to protect the interests of residential and small business users.

2.2 Matters covered by the Code of Conduct include electricity marketing, billing, connection, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters in remote communities, information and communication, dispute resolution, record keeping and compensation payments to customers for breaches of the Code of Conduct.

2.3 If you are a customer who consumes not more than 160 megawatt hours of electricity per annum, we will supply electricity to you under this *contract* in compliance with the *Code of Conduct*. Accordingly, where these terms and conditions deal with a subject matter that is covered by the *Code of Conduct*, then we will act consistently with the relevant provisions of the *Code of Conduct*.

2.4 You can obtain more information about the *Code of Conduct* from us or the Economic Regulation Authority.

3. WHEN THE CONTRACT STARTS

If you have requested us to supply electricity ~~over the telephone~~, the *contract* begins on the date that you accept our offer to supply electricity to you. Otherwise, the *contract* begins ~~on the date that both you and we sign the~~ at any earlier time when electricity is deemed by law to be supplied to you under this contract.

4. CHARGES AND REBATES

4.1 Standard price

You must pay to us the *standard price* that applies to you.

4.2 What are standard prices?

(a) There are two main types of *standard prices* available: residential prices and non-residential prices.

(b) In addition, there are also different types of non-residential prices. Some examples of these are the business price, community service price and the charitable accommodation price.

(c) Whether a particular *standard price* applies to you will depend on you meeting the eligibility conditions for that *standard price*.

(d) For an explanation of the *standard prices* available and the eligibility conditions applying to those *standard prices*, please visit our website or call us.

(e) If we change the *standard prices*, we will notify you of the changes in the *standard prices* ~~at least one month prior to making the change and in~~ by no later than your next bill.

4.3 Which standard price do you pay?

Your bill will show which *standard price* you are paying. Please advise us if you wish to choose a different *standard price* from the price appearing on your bill. If

(a) you meet the relevant eligibility conditions, we will change the *standard price* that applies to you to the *standard price* of your choice.

(b) The new *standard price* will be effective from the date that *your meter* was last read. In some cases, we may need to adjust the *meter* at *your premises* in order to provide you a different *standard price*. In that case, the new *standard price* will be effective when *your meter* is adjusted. Please note that there may be a separate charge for *meter* adjustments. For an explanation of these charges please visit *our* website or call *us*.

4.54.4 Eligibility conditions on standard price

(a) You must advise *us* as soon as possible if you no longer meet the eligibility conditions applying to the *standard price* that you currently pay.

(b) If *we* discover that you are no longer eligible to receive the price that you currently pay, then we can charge you a new standard price instead of the price that you currently pay, provided that we first advise you in writing of the new *standard price* ~~that you must pay instead of the price that you currently pay.~~

(c) If you have been undercharged for *your* electricity supply because you were being charged at a *standard price* that you were not eligible to receive, then we can require you to pay to *us* the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you of the new *standard price*.

4.74.5 Rebates

If you are eligible for a *rebate* and you apply to *us*, we will provide that *rebate* to you. You can contact *us* if you have any queries about any *rebates*.

4.94.6 Eligibility conditions on rebates

If you are no longer eligible for a *rebate*, you must advise *us* as soon as possible. If *we* discover that you are no longer eligible for a *rebate*, then we will advise you in writing that you will not be receiving any further rebates. We can also require you to pay to us the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you that you will not receive the rebate.

75. HOW WE WILL CALCULATE YOUR ELECTRICITY USE

7.25.1 Meter reading

(a) If we provide you with a bill based on estimates because you failed to provide access to the *meter* and you later request *us* to replace *your* estimated bill with a bill based on an actual reading of *your meter*, we will use *our* best endeavours to do so if you:

(b)(i) pay *our* reasonable charge for reading the *meter*; and

~~(e)~~(ii) provide due access to the *meter*.

(b) We use *meter* readings to prepare *your* bill. We will use *our* best endeavours to ensure that we read the *meter* once every *billing cycle*. However, *you* can agree to read the *meter* yourself and provide *us* with the *meter* readings. In that case, we will bill *you* on the basis of *your meter* readings.

(c) In any event, we will ensure that we read the *meter* at *your premises* at least once every 12 months.

(d) If we cannot reasonably base a bill on *our* reading of the *meter*, then we will provide *you* with an estimated bill based on:

~~(b)~~(i) *your* reading of the *meter*; or

~~(e)~~(ii) *your* prior billing history; or

~~(e)~~(iii) if we do not have your prior billing history, the average usage of electricity by those customers who we consider are in a comparable position to you (generally by location or usage pattern).

(e) If we have provided you with an estimated bill and we subsequently obtain a meter reading, then your next bill will be adjusted to take account of that meter reading.

7.45.2 You can request a meter test

(a) You can ask us to test the meter to ensure that it is measuring accurately and we will arrange to test the meter if you first pay to us a meter testing fee. If we find that the meter is not measuring accurately, then we will refund the meter testing fee to you.

(b) If the meter is not measuring accurately, we will also arrange to either repair or replace the meter at no charge to you.

(c) By "accurate", we mean the meter is measuring as accurately as the law requires.

10.6. BILLS

10.26.1 When we will bill you

We will bill you in accordance with the *billing cycle* that we set for our customers from time to time. As an indication, our *billing cycle* is no more than once every one month and no less than once every three months.

10.46.2 Paying your bill

(a) You must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill.

(b) You can find out the range of payment options that you can choose from by referring to your bill, by visiting our website or by calling our customer service centre.

10.6.3 If you are having trouble paying

(a) If you are having trouble paying your bills, please advise us. We will assess your request within 3 *business days* of your request. If you are a *residential customer* and we assess that you are having *payment difficulties* or experiencing *financial hardship*, we will:

~~(b)~~(i) offer you additional time to pay; and/or

~~(d)~~(ii) offer you an interest-free and fee-free instalment plan option; and/or

~~(f)~~(iii) allow you to redirect your bill to a third person at no charge; and/or

~~(b)~~(iv) provide you with information about *concessions* and government assistance programs; and/or

~~(i)~~(v) provide you with information about independent financial counselling services and other relevant consumer representative -organisations available to you.

If you are a *business customer* and you are experiencing *payment difficulties*, we (b) will consider any reasonable request for alternative payment arrangements.

~~10.8~~6.4 If you do not pay your bill

~~(b)~~(a) If you do not pay the total amount payable for any bill by the due date, then we can:

~~(2)~~(i) send a *disconnection warning* to you; and

~~(3)~~(ii) subject to complying with clause 5.6 of the *Code of Conduct*, charge you a fee for each overdue account notice we send to you; and

~~(5)~~(iii) charge you interest on the amount you have not paid; and

~~(7)~~(iv) disconnect your electricity supply; and

~~(9)~~(v) shorten your billing cycle.

~~(4)~~(b) If you do not pay the total amount payable for any bill after we send a *disconnection warning* to you, then we can refer your debt to a debt collection agency for collection and if we do so, you must pay any costs that we incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees).

~~(4)~~(c) If you pay a bill and the payment is dishonoured or reversed and, as a result, we have to pay fees to any other person, you must reimburse us for those fees.

~~10.10~~6.5 **Billing data**

(a) If you consume less than ~~50~~160 MWh of electricity per annum, we will give you the billing data for the *premises* upon request. This information will be free of charge:

~~(b)~~(i) for the first 2 requests that you make in a year if the data requested is for a period less than the last 2 years, or

~~(4)~~(ii) if you request the billing data in relation to a dispute with us.

~~13~~7. **REVIEWING YOUR BILL**

~~13.2~~7.1 **Reviewing a bill**

(a) If you have a query about your bill and you ask us to review the bill, then we will review it.

(b) In the meantime, you must pay to us the balance of the bill that is not being queried or an amount equal to the average amount of your bills over the previous 12 months (excluding the bill that you are querying), whichever is less. If you have any other bills that are due, then you must also pay those bills by the due dates.

(c) If we review your bill, we will inform you of the outcome of the review as soon as we can and no later than 20 *business days* from the date we are deemed to receive your request for us to review your bill.

(d) If we are satisfied the bill is correct, we:

~~(b)~~(i) may require you to pay the unpaid amount; and

~~(e)~~(ii) will advise you that you can ask us to arrange a meter test; and

~~(e)~~(iii) will advise you of our customer complaints policy and any external complaints handling processes.

(e) If we are satisfied the bill is incorrect, we will adjust the bill for any undercharging or overcharging (clause 7.2 explains how we do this).

~~13.4~~7.2 Undercharging and overcharging

~~(b)~~(a) If we undercharge you due to an act or omission by us (including where the meter has been found to be defective), we can require you to make a correcting payment and we will offer you the option to pay the correcting payment by instalments. In any event:

~~(1)~~(i) *we* will only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that *we* advise *you* that *you* have been undercharged; and

~~(2)~~(ii) *we* will list the correcting payment separately in *your* bill, together with an explanation of that amount; and

~~(3)~~(iii) *we* will not charge *you* interest on the correcting payment or require *you* to pay a late fee.

~~(e)~~ — If *we* overcharge *you* due to an act or omission by *us* (including where the (b) *meter* has been found to be defective), then:

~~(2)~~(i) *we* will use *our* best endeavours to tell *you* that *we* have overcharged *you* within 10 *business days* of becoming aware; and

~~(4)~~(ii) *we* will credit the amount to *your* account or *you* have the option of having the amount repaid to *you*, unless the amount is less than \$~~45~~100, in which case *we* will credit it to *your* account; and

~~(6)~~(iii) *we* will not pay *you* interest on the amount *we* overcharged *you*; and

~~(8)~~(iv) the 12 month limit referred to in clause 7.2(a)(1) does not apply to amounts that *we* have overcharged *you*.

~~16.8.~~ 16.8. ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

~~16.28.1~~ 16.28.1 Electricity supply equipment

The electricity supply equipment remains our property at all times and we are (a) responsible for installing and maintaining the *electricity supply equipment*.

(b) *You* must not do anything that will damage or interfere with the *electricity supply equipment* or use electricity in a way that interferes with that equipment.

(c) “Electricity supply equipment” means the *meter* and all wiring, apparatus or other works which are located up to the point that the *meter* is attached to the *premises* and which are used for, or in connection with, the supply of electricity by *us*.

~~16.48.2~~ 16.48.2 Your equipment

(a) *You* are responsible for keeping *your equipment* in good working order and condition.

(b) “Your equipment” means all wiring and other equipment located at the *premises* which are used to take supply of or consume electricity except any *electricity supply equipment*.

16.6.3.3 Prohibited activity

(a) You must not:

~~(b)~~(i) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*, or do anything that will prevent *us* from accessing the *electricity supply equipment*, or allow anyone else to do so; or

~~(d)~~(ii) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.

~~17.9.~~ MOVING PREMISES

~~17.29.1~~ New electricity connection

If *you* move into the *premises* and it does not already have an existing electricity connection, then *we* will sell *you* electricity from the day that *we* connect the *premises* to the network and energises the *premises*.

~~17.49.2~~ Existing electricity connection

(a) If *you* move into the *premises* and it has an existing electricity connection, then *we* will charge *you* for electricity supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless *you* read the *meter* and advise *us* of the *meter* reading within 3 *business days* of the day that *you* move in.

(b) If a final *meter* reading was not taken, *we* will estimate the amount of electricity used by the previous occupant so *we* do not overcharge or undercharge *you*.

~~17.69.3~~ Moving out of the premises

~~(b)~~(a) If *you* move out of the *premises* and no longer wish to obtain an electricity supply at the *premises*, *you* must advise *us*:

~~(2)~~(i) at least ~~3-business~~5 days before *you* move out; and

~~(4)~~(ii) of an address where the final bill can be sent.

~~(b)~~(b) If *you* advise *us* as described in clause 9.3(a), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will make a final meter reading on the day that *you* move out of the *premises* and issue a final bill to *you*. In that case, *you* are only required to pay for electricity used up to the day *you* move out of the *premises*.

~~(b)~~(c) If *you* have demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises* and *you* consume not more than 160 MWh of electricity per annum, *we* will not require *you* to pay for electricity consumed at the *premises* from the date that *you* advise *us* of the following:

~~(2)~~(i) the date that *you* vacated or intend to vacate the *premises*; and

~~(4)~~(ii) a forwarding address to which a final bill may be sent.

~~(b)~~(d) If *you* do not advise *us* as described in clause 9.3(a), then subject to any applicable laws, *we* may require *you* to pay for electricity used at the *premises* for up to a maximum of 5 days after *you* notify *us* that *you* have moved out of the *premises*.

~~(c)~~ If *your* final bill is in credit after *you* have paid *us* all amounts payable under clause 9.3(b) or (c), then *you* can choose to have *us* credit this amount to *any* new account *you* establish with *us* or repay the amount to *you*.

~~20~~10. ACCESS TO THE PREMISES

~~(b)~~(a) *You* must let *us* or persons nominated by *us* have safe and unrestricted access to the *premises* when *we* need it:

~~(2)~~(i) to read the *meter*; or

~~(4)~~(ii) to inspect or work on the *electricity supply equipment*; or

~~(6)~~(iii) to disconnect *your* electricity supply; or

~~(8)~~(iv) to inspect or work on *your equipment*; or

~~(9)~~ for any other reason relating to the supply of electricity to the (v) premises.

~~(e)~~ We will give you at least 5 business days notice before we enter the (b) premises unless:

~~(1)~~ we want to inspect, read or examine the meter or any of the (i) electricity supply equipment or your equipment; or

~~(3)~~(ii) in an emergency; or

~~(5)~~(iii) if we reasonably suspect that electricity is being used illegally at the premises,

in which case, we may enter the premises without notice.

~~(c)~~ We may enter your premises for the above reasons and in that case, we (c) are required to give you the appropriate notice where required.

~~(d)~~ A person entering the premises on our behalf will clearly display identification that identifies the person as our employee or agent and show his or her identification to you if you ask to see it.

~~23.11.~~ PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

~~23.2~~11.1 Eligibility conditions on life support

(a) You must advise us if you or a person residing at the premises is dependent on life support equipment and give us written confirmation from an appropriately qualified medical practitioner that the person requires life support equipment.

(b) You must advise us as soon as possible if you or a person residing at the premises who is dependent on life support equipment vacates the premises or no longer requires life support equipment.

~~23.4~~11.2 Interruptions

If you have advised us (or we are otherwise aware) that you or a person residing at the premises is dependent on life support equipment, then we will give you at least 3 business days' ~~written~~ notice in writing or by electronic means of the interruption before we disconnect or interrupt electricity supply at the premises. However, in an emergency, we can interrupt your electricity supply without giving you prior notice.

~~23.6~~11.3 Disconnections

If you have advised us (or we are otherwise aware) that you or a person residing at the premises is dependent on *life support equipment*, then we cannot disconnect your electricity supply because you fail to pay us a bill by the due date.

~~26.12.~~ 26.12. **INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY**

~~26.2~~ 26.2 **12.1 Emergency**

We can interrupt or disconnect your electricity supply at any time without notice to (a) you in an *emergency*, if we are permitted or required by law. We will:

~~(b)~~ (i) use our best endeavours to turn your electricity on again as soon as possible; and

~~(c)~~ (ii) provide information about the nature of the *emergency* and an estimate of the time supply will be restored by way of a 24 hour emergency line.

If we disconnect your electricity supply because you cause that *emergency*, then we will reconnect your electricity supply when you ask us to do so and we are

_____satisfied that the *emergency* no longer exists. In that case, *we* can also charge
(b) _____you a fee for reconnecting *your* electricity supply.

26.412.2 _____ **Planned work on distribution system**

We can interrupt or disconnect *your* electricity supply at any time if *we* need to carry out planned work on a *distribution system*. *We* will advise *you* at least 72 hours before the start of an interruption if *we* need to carry out planned work. *You agree that we can communicate such advice to you by electronic means.*

26.612.3 _____ **Events beyond your control**

If an *event occurs which is beyond your control* and that *event* affects *your* ability to perform any of *your* obligations under this *contract*, *you* must tell *us* immediately and *you* will not be required to perform that obligation for as long as the *event* continues. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event occurs which is beyond your control*.

26.812.4 _____ **Events beyond our control**

If an *event occurs which is beyond our control* and that *event* affects *our* ability to perform any of *our* obligations under this *contract*, then *we* are not required to perform that obligation for as long as the *event* continues. If such an *event* occurs and *we* consider it appropriate to do so, *we* may notify *you* of the *event* by a public announcement (for example, on television, radio or in a newspaper).

26.1012.5 _____ **Disconnection due to your actions**

(a) _____*We* can arrange to disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable laws, if:

~~(b)~~(i) _____*you* fail to pay a bill in full by the due date shown on the bill; or

~~(c)~~_____*you* do not give *us* safe and unrestricted access to the *premises* or the
(ii) _____meter; or

~~(d)~~_____*you* commit a fraud relating to *our* supply of electricity to *you* at the
(iii) _____*premises* or any other *premises*; or

~~(e)~~(iv) _____*you* get electricity supplied to the *premises* illegally; or

~~(f)~~(v) _____*you* fail to keep *your* *equipment* in good working order or condition; or

~~(g)~~(vi) _____*you* get electricity supplied to the *premises* in breach of this *contract*.

~~26.11~~12.6 **Things we must do before disconnecting your electricity supply**

(a) If we wish to disconnect your electricity supply because you fail to pay a bill within the meaning of clause 7.1 of the *Code of Conduct*, we will:

~~(a)~~(i) give you a *reminder notice* not less than ~~13~~15 *business days* from the date that we sent you the bill; and

~~(b)~~(ii) if you still have not paid us after the *reminder notice*, then give you a *disconnection warning* not less than ~~18~~20 *business days* from the date that we sent you the bill, advising you that we will disconnect you on a day that is at least 5 *business days* after the date you are deemed to receive the *disconnection warning*; and

~~(c)~~(iii) use our best endeavours to contact you, including by telephone or electronic means,

however, we will not disconnect you:

~~(d)~~—until at least 1 *business day* after the date that we say we will disconnect
(iv) your electricity supply in the *disconnection warning*; or

~~(e)~~(v) if you are a *residential customer* and you have agreed to an alternate payment plan and have not deviated from this plan; or

~~(+)(vi)~~ if the unpaid amount in *your* bill doesn't relate to the supply of electricity but relates to some other good or service; or

~~(+)(vii)~~ if *you* have made an application for a *concession* and the application has not been decided.

If we wish to disconnect your electricity supply because you fail to give us access to the meter, we will:

~~(+)(viii)~~ only disconnect *you* if *you* deny access for at least ~~12~~9 consecutive months; and

~~(+)(ix)~~ give *you* 5 *business days* notice in writing:

~~(1)~~ — advising *you* of the next date or timeframe of a scheduled *meter* (A) reading at the *premises*; and

~~(2)~~(B) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and

~~(3)~~(C) advising *you* of *our* ability to arrange disconnection if *you* fail to provide access to the *meter*; and

~~(+)(x)~~ use *our* best endeavours to contact *you*; and

~~(+)(xi)~~ give *you* an opportunity to offer reasonable alternative access arrangements; and

~~(+)(xii)~~ if *you* still have not given *us* access, then *we* will give *you* a disconnection warning advising *you* that *we* will disconnect *you* on a day that is at least 5 *business days* from the day you are deemed to receive the disconnection warning.

~~5 *business days* from the day you are deemed to receive the disconnection warning.~~

(xiii) Unless you have requested us to disconnect your electricity supply or we are required to disconnect your electricity supply due to an emergency, we will not arrange for disconnection:

~~(+)(A)~~ if *you* have made a complaint directly related to the reason for disconnection to *us*, the electricity ombudsman or another external dispute resolution body and that complaint has not been resolved;

~~(+)(B)~~ after 3.00 pm Monday to Thursday;

~~(+)(C)~~ after 12.00 noon on a Friday; and

~~(D)~~ on a Saturday, Sunday, public holiday or on the *business day* before a public holiday except where *we* have arranged for a planned interruption under clause 12.2,

unless:

~~(E)~~ you are a business customer; and

~~(F)~~ your ~~normal trading hours fall within the time frames set out in paragraph (n), (o) or (p) and do not fall within any other time period; and~~

~~(G)~~ it is not practicable for *us* to arrange for disconnection at any other time.

~~26.12~~ 12.7 **Reconnection of electricity supply**

(a) If your electricity supply is disconnected under clause 12.5, then *we* will ~~arrange to~~ reconnect your electricity supply when you ask *us* to reconnect your electricity supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

(b) For example, the circumstance giving rise to the disconnection may no longer exist because you provide access to the *premises* and the *meter* or *we* are reasonably satisfied that you cannot continue to obtain your electricity in the unauthorised way and you have paid all amounts owing to us under this contract (or made an arrangement to pay them).

~~unauthorised way and you have paid all amounts owing to us under this contract (or made an arrangement to pay them).~~

(c) Before we arrange to reconnect your electricity supply under this clause 12.7, you must pay us or accept an instalment plan for our fee for reconnecting your electricity supply under this clause 12.7.

If we are obliged to reconnect your electricity and you ask us to reconnect your (d) electricity at a time:

(a)(i) before 3.00pm on a business day, then we will reconnect your electricity within 1 business day if the premises is located in a metropolitan area or otherwise within 5 business days; or

(b)(ii) after 3.00pm on a business day or on a day that is not a business day, then we will reconnect your electricity within 2 business days if the premises is located in a metropolitan area or otherwise within 6 business days.

~~26.13~~ 12.8 Consequences of disconnecting your electricity supply

(a) If we disconnect your electricity supply under clause 12.5, then:

(a)(i) we can arrange to remove or physically disconnect the meter at the same time that the supply of electricity to you is disconnected, or at a later time; and

(b) we can charge you a fee for removing or physically disconnecting the (ii) meter and replacing or physically reconnecting the meter; and

(c)(iii) you must not reconnect the electricity supply.

~~26.14~~ 12.9 Reporting illegal use

If we think you have used, or are obtaining, electricity illegally, then we can advise the Director of Energy Safety and the Police (as appropriate) and give them any information that we have in relation to your electricity use.

~~27.13.~~ LIMITATION ON LIABILITY IN CERTAIN CIRCUMSTANCES

(a) Subject to clause 14, we will not be liable to you for any loss, damage or liability of any kind (including without limitation any excluded loss) arising from or in connection with:

(a) any interruption in your electricity supply, any surge in electricity supply or (i) us failing to supply electricity meeting any particular quality or quantity; or

(b)(ii) our breach of contract, our breach of statutory duty, our negligence or otherwise, with the exception that if you are an individual purchasing electricity for a private

purpose, we will be liable to you for any direct loss you suffer arising from our breach of contract, our breach of statutory duty, or our negligence.

2814. LIMITATION IN RELATION TO CONSUMER GUARANTEES

(a) Nothing in this *contract* is to be taken to exclude, restrict or modify:

~~(a)~~ any rights of recovery or to compensation you may have under the
(i) *Australian Consumer Law*; or

~~(b)~~(ii) any condition, warranty or guarantee that *we* are prohibited by law from excluding, restricting or modifying.

All other conditions, warranties and guarantees, whether or not implied by law, are excluded.

(b) Where any electricity supplied under this *contract* is not a good of a kind ordinarily purchased for personal, domestic or household use, *our* liability for breach of any consumer guarantee applicable to *our* supply of electricity under the *Australian Consumer Law*, to the extent that it is permitted by law, is limited to any one of the following determined by *us*:

~~(a)~~(i) the supply of equivalent electricity; or

~~(b)~~(ii) the payment of the cost of acquiring equivalent electricity.

~~29~~15. CONFIDENTIALITY OF YOUR INFORMATION

Unless ~~we are permitted to do otherwise under this contract, we will keep your~~
(a) information confidential, consistent with our privacy policy. In particular, but without limiting the above, we will keep your information confidential unless:

(i) we have *your* prior written consent; or

(ii) the law (including any applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to disclose it; or

(iii) we need to use the information for our regulatory reporting compliance, or in any legal or regulatory proceedings; or

(iv) the information is already in the public domain; or

(v) we believe *you* have obtained or used electricity illegally or in an unsafe manner and, as a result we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety or the Police; or

(vi) we use the information for business purposes or for the purpose of conducting research into the behaviour and preferences of electricity consumers.

(b) You agree to the above arrangements, including to the terms of *our privacy policy* and any use or disclosure of *your* information which is required or permitted by this contract, *our privacy policy*, applicable privacy laws or any other law.

~~30~~16. COMPLAINTS

If *you* wish to raise a complaint concerning *our* performance or *your* electricity supply, we encourage *you* to contact *us* to discuss the issue and we will deal with that complaint in accordance with *our customer complaints policy*. We will ensure that our customer complaints policy complies with the Australian Standard on Complaints Handling [AS/NZS 10002:2014] as amended and in force from time to time. If *you* are not satisfied with how *your* complaint is being managed *you* may have the complaint considered by a senior member of staff or *you* may raise the complaint with the Energy Ombudsman of Western Australia, whose contact details can be found in *our customer complaints policy*.

~~31.1~~ 17. INFORMATION

~~31.1~~ 17.1 We will provide you with information

- (a) If you wish to obtain further information about the *contract* or the supply of electricity, please contact *us*. If you request it, *we* will provide you with:
- (a)(i) information on the *standard price* and *our* other fees; within 8 business days of the date we receive your request and in writing if you so request; and
 - (b)(ii) general information on energy efficiency, including how you may arrange for an energy efficiency audit of the *premises* and the typical running costs of major domestic appliances; and
 - (iii) general information on the safe use of electricity; and
 - (c)(iv) information on the distribution of electricity; and
 - (d)(v) information on the types of *concessions* available to you; and
 - (e)(vi) information on the use of a pre-payment meter if you are a *residential customer*; and
 - (f)(vii) any other information *we* said *we* would provide you in this *contract*. ~~Unless we are legally required to provide the information free of charge, we will~~
- (b) Unless we are legally required to provide the information free of charge, we will charge you a reasonable fee.
- (c) Horizon Power will make available at no charge, services that assist you in interpreting information provided by *us* (including independent multilingual and TTY services and large print copies).

~~31.2~~ 17.2 You must provide us with information

- (a) You must advise *us* as soon as possible if:
- (a)(i) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
 - (b) you change something at the *premises* which makes *our* access to the (ii) meter more difficult; or
 - (c) you become aware of any problem with the *electricity supply equipment* (iii) which is at, or reasonably close to, the premises.

~~32.1~~ 18. ENDING THE CONTRACT

~~32.1~~ 18.1 When the contract ends

- ~~(a)~~ (a) This ~~contract~~ will continue until you end the ~~contract~~ or we end the ~~contract~~ under clause 18.
- (b) If you end this *contract* because you enter into a new contract for the supply of electricity with us, this *contract* ends on the expiry of the cooling off period (if applicable) specified in the new contract.
- (c) If you end this *contract* because you enter into a contract for the supply of electricity with another retailer, this *contract* ends when we receive notification that your *premises* have been transferred to the other electricity retailer in accordance with the *customer transfer code*.

~~32.2~~ 18.2 When you can end the contract

You can end the *contract* at any time by advising us at least 5 days before the day you want the *contract* to end.

~~32.3~~ 18.3 When we can end the contract

(a) We can end the *contract* by giving you prior notice if you:

~~(a)~~ (i) become insolvent (as defined in the Corporations Act 2001 (Cth)); or

~~(b)~~ (ii) have a liquidator appointed; or

~~(c)~~ (iii) become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or

~~(d)~~ (iv) breach any of your obligations under the *contract* for which we have a right under the *contract* or a written law to disconnect supply; or

(v) if you consume more than 160 MWh of electricity in any period of 12 months; or

(vi) if you cease to be either a *residential customer* or *business customer*; or

(vii) cease to be eligible for a *standard price*; or

(viii) without limiting any of the above paragraphs, breach any of your other obligations under this *contract* where that breach is capable of remedy and you fail to remedy the *breach* within 10 *business days* of us requesting you to do so.

(b) We can end the *contract* without giving you prior notice if you vacate the *premises* and after reasonable enquiry we are satisfied you no longer occupy or reside at the *premises*.

32.418.4 What happens after a contract ends

(a) If the *contract* ends:

~~(a)~~(i) we may arrange for a final meter reading and for disconnection.

~~(b)~~(ii) we may issue a final bill to *you*.

~~(c)~~(iii) we can charge *you* a fee for the final *meter* reading, disconnection and final bill, subject to the provisions of any written law.

~~(d)~~(iv) we can remove the *electricity supply equipment* at any time and *you* must let *us* have safe and unrestricted access to the *premises* to allow *us* to do so.

~~(e)~~(v) *you* will remain liable to pay any outstanding payments to *us* and *we* will have no further obligation to supply electricity to *you*.

33.19. SECURITY FOR PAYMENT OF BILLS

(a) We can require *you* to provide security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.

(b) If *you* provide security *we* will:

~~(1)~~(i) keep the security in a separate trust account and identify it separately in *our* accounting records, and use and refund the security in accordance with all applicable laws.

34.20. GST

(a) In this clause:

~~(1)~~(i) GST has the meaning given to that term in the GST Law.

~~(2)~~(ii) **GST Law** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

~~(3)~~(iii) **adjustment note, recipient, supply, tax invoice and taxable supply** have the meanings given to those terms in the GST Law.

- (b) All sums payable, or consideration to be provided, under the *contract* are expressed inclusive of GST.
- (c) If there is a taxable supply under or in connection with the *contract*, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the *contract*.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

~~35~~21. MISCELLANEOUS

~~35.1~~21.1 Notices

~~(a)~~ (a) Any notice or other communication given under the *contract*:

~~(a)~~(i) does not have to be in writing, unless the *contract* expressly requires that the notice or communication must be in writing;

~~(b)~~(ii) subject to clause 21.2(c), is taken to be received:

~~(+)~~(A) in the case of a verbal communication, at the time of the communication;
and

~~(2)~~(B) in the case of hand delivery, on the date of delivery; and

~~(3)~~(C) in the case of post, on the second *business day* after posting; and

~~(4)~~(D) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and

~~(5)~~(E) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and

~~(F)~~ (F) ~~(e)~~ in the case of SMS, on the date on which the sender's device from which the SMS was sent records that the SMS was successfully transmitted;
and

(G) in the case of any other *electronic means* of communication, on the date on which the sender's device from which the notification was sent records that the notification was successfully transmitted.

(iii) If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

~~35.2~~ 35.2 21.2 **Electronic communication**

- (a) ~~We~~ You agree that we can ~~use electronic communication (such as e-mail or SMS) to~~ give information to you ~~with your consent~~ using electronic means where we are permitted or required to give you information by law or under the terms of this contract.
- (b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically.

~~35.3~~ 35.3 21.3 **No assignment**

- (a) Unless we give you our prior written consent, you ~~must not~~ transfer, assign or otherwise dispose of any of your rights or obligations under the contract.
- (b) We can assign or novate the contract without notice to you, to any person that we believe has reasonable commercial and technical capability to perform our obligations under the contract.

35.4 21.4 **Application of laws**

- (a) Nothing in the *contract* limits or excludes the rights, powers and remedies that *we* have at law (including under the *Energy Operators (Powers) Act 1979 (WA)* and the *Electricity Corporation Act 1994 (WA)*) or in equity.
- (b) The *contract* also does not in any way limit *our* obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

35.5 21.5 **Entire Agreement**

The *contract* and all applicable written laws represent the entire agreement between *you* and *us* relating to the matters covered by this *contract*.

35.6 21.6 **Waiver of rights**

If *we* do not enforce any right under the *contract* then this must not be construed as a waiver of *our* rights under the *contract*.

35.7 21.7 **Governing Law**

The *contract* is governed by the laws of the State of Western Australia.

35.8 21.8 **Amendments To Contract**

We can change these standard electricity terms and conditions ~~from time to time~~ without your consent in accordance with the ~~*Electricity Industry Act 2004*~~ (WA). ~~If these terms change and these~~ Any changes ~~are~~ must be approved by the Economic Regulation Authority, ~~then~~ and your contract will be deemed to be amended to reflect those changes. ~~Any changes to~~ upon approval and publication of the amended terms and conditions ~~will be published~~ as required by the Economic Regulation Authority.

35.9 21.9 **Effect of invalid terms**

If any term of the *contract* is invalid or unenforceable it can be severed from the *contract* without affecting the enforceability of other *contract* terms.

36 22 **PREPAYMENT METER CUSTOMERS**

- (a) You acknowledge that we are not required to offer you the opportunity to become a pre-payment meter customer.
- (a)(b) A pre-payment meter is a meter that allows *you* to pay for electricity before *you* use the electricity.

~~(b)~~ If you are a *pre-payment meter customer*, then clauses 5.1, 6, 7.1, 9.2, 9.3 and 12 of the *contract* do not apply to the supply of electricity at the (c) premises.

~~36.1~~22.2 **Consumption information**

(a) If you are a *pre-payment meter customer*, we will give you the following information on request at no charge:

~~(a)~~(i) total energy consumption; and

~~(b)~~(ii) average daily consumption; and

~~(e)~~(iii) average daily cost of consumption,

for the previous two years or since the commencement of the *contract*.

~~36.2~~22.3 **Meter testing**

(a) If you are a *pre-payment meter customer*, you can ask us to:

~~(a)~~(i) check *your* metering data; and/or

~~(b)~~(ii) check or conduct a test of the *pre-payment meter*.

(b) We will arrange to check or test the pre-payment meter if you first pay our pre-payment meter testing fee. If following a check or test your pre-payment meter is found to be inaccurate or not operating correctly, then we will refund the pre-payment meter testing fee to you. We will also arrange to have the pre-payment meter repaired or replaced and we will correct any overcharging or undercharging.

~~36.3~~22.4 You can ask to change back to a standard meter

(a) If you are a pre-payment meter customer, you can ask us to replace or switch the pre-payment meter to a standard meter and we will do so.

(b) Unless you ask us to switch your pre-payment meter within three months of the date it was installed or the date you agreed to enter this contract (whichever is later), you must pay us a fee to switch from a pre-payment meter to a standard meter. If you are not a residential customer, then you must pay this fee before we will switch your pre-payment meter.

~~36.4~~22.5 Moving out of the premises

(a) If you are a pre-payment meter customer and you advise us of the date you will be moving out of the premises, then we will ensure you can retrieve all remaining credit on the pre-payment meter at the time you leave the premises.

(b) If you do not advise us as described above, then you will lose any credit remaining on the pre-payment meter.

~~37.2~~23. DEFINITIONS AND INTERPRETATION

~~37.1~~23.1 Definitions

In these terms and conditions, unless the context otherwise requires:

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth) as in force as a law of the Commonwealth under that Act, and as in force as a law of Western Australia under the *Fair Trading Act 2010* (WA).

billing cycle means the regular recurrent period in which you receive a bill from us.

business customer means a customer who does not consume more than 160 MWh of electricity per annum and who is not a residential customer.

business day means any day except a Saturday, Sunday or public holiday in Western Australia.

Charges By-laws means the Energy Operators (Regional Power Corporation) (Charges) By-laws 2006.

Code of Conduct means the *Code of Conduct for the Supply of Electricity to Small Use Customers*, as amended from time to time under section 79 of the *Electricity Industry Act 2004* (WA).

concession means a concession, rebate subsidy or grant related to the supply of electricity available to a *residential customer* only.

Consumer has the meaning given to that term in the *Australian Consumer Law*.

contract means the legally binding agreement between *you* and *us*, of which these are the terms and conditions.

customer complaints policy means the policy describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request from *our* customer centre or from *our* website.

customer transfer code means the Electricity Industry Customer Transfer Code 2004.

direct loss does not include any *excluded loss*.

disconnection warning means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect *you* if *you* have not paid *your* bill and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

distribution system means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of electricity at nominal voltages of less than 66 kilovolts (kV).

electricity supply equipment is defined in clause 8.1.

[electronic means means the internet, email, facsimile, SMS or other similar means but does not include providing verbal information over the telephone.](#)

emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

event beyond your control or event beyond our control means an event or circumstance beyond the direct control or influence of *you* or *us*, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a *distribution system* or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004*) but excludes *your* or *our* inability to pay any money due under this *contract* for any reason.

excluded loss means:

- (a) business interruption loss; or
- (b) lost profits; or
- (c) loss of an opportunity; or
- (d) *your* liability to other people under contracts or otherwise.

financial hardship has the meaning given to that term in the *Code of Conduct*.

life support equipment means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme ~~and renal dialysis equipment.~~

meter means the equipment used to measure the volume of electricity that *we* supply to *you*.

metropolitan area has the meaning given in the *Code of Conduct*.

payment difficulties has the meaning given to that term in the *Code of Conduct*.

payment difficulties and financial hardship policy means the policy that *we* have developed in accordance with the *Code of Conduct* and outlines, among other things, *our* policy on how *we* assist *you* to meet *your* payment obligations under the *contract*. A copy of this policy can be obtained on request from *our* customer centre or from *our* website.

premises means the address to which electricity will be supplied to *you* under the *contract*.

pre-payment meter customer means a customer who consumes not more than 160 MWh of electricity per annum and has a pre-payment meter operating at their *premises*.

privacy policy means the policy specifying the steps taken by *us* to maintain customer confidentiality and which can be obtained on request from *our* customer centre or from *our* website, as amended from time to time in accordance with applicable privacy laws or any other law.

private purpose means wholly or predominantly for personal, domestic or household use or consumption.

rebate means a rebate under by-law 9 of the *Charges By-laws* or such other rebate or concession that *we* publish as being available from time to time.

reminder notice means a notice in writing that *we* issue to *you* advising *you* that *you* have not paid *your* bill and explaining how *we* may assist *you* if *you* are experiencing *payment difficulties* or *financial hardship*.

residential customer means a customer who consumes electricity solely for domestic use and does not consume more than 160 MWh of electricity per annum.

standard price means a charge, fee or ~~rental~~ to be paid by *you* for ~~or~~ in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that *we* publish from time to time.

we and **us** means Regional Power Corporation trading as Horizon Power (ABN 57 955 011 697) of Stovehouse Rd Karratha, Western Australia.

you means the person to whom electricity will be supplied under the *contract*.

your equipment is defined in clause 8.2.

~~37.223.2~~ 23.2 Interpretation

In the *contract*, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporate;

- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of the *contract*;
- (f) headings are included for convenience and do not affect the interpretation of the *contract*;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;

- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (n) if a date stipulated for payment or for doing an act is not a *business day*, the payment must be made or the act must be done on the next *business day*; and
- (o) a reference to a monetary amount means that amount in Australian currency.

- you may end the contract within 10 days from the date of acceptance (the “Cooling Off Period”);
- Horizon Power will not supply you with electricity during the Cooling Off Period unless you request Horizon Power to do so; and
- if, at your request, Horizon Power supplies you with electricity during the Cooling Off Period and you end the contract during the Cooling Off Period, Horizon Power may charge you for any electricity or services supplied to you during this period.

~~charge you for any electricity or services supplied to you during this period.~~

Customer’s Commitment and Acknowledgment

I, _____ the Customer described above:

- apply to Horizon Power for the supply of electricity to the premises on the terms and conditions contained in:
 - this agreement; and
 - the Horizon Power Standard Electricity Terms and Conditions (together, the contract);
- acknowledge receipt of prescribed Code of Conduct information outlining the various rights and obligations of Horizon Power and the Customer; and
- request the supply of electricity during the Cooling Off Period (tick if required).

Signature*: _____

Print _____ Name: _____

Date: _____

* If an incorporated business (company), the signature of an authorised representative is required or of the customer being billed

If Acting On Behalf Of Horizon Power

Electricity Marketing Agent Details:

Name:

Marketing Company Name:

Business Address:

Telephone Number:

Horizon Power

Signature**.....

Name:.....Date:.....

** Signed by Horizon Power

The contract may be accepted when a relevant officer of Horizon Power signs the application form