



PERTH ENERGY STANDARD
FORM GAS CONTRACT

2016 / ~~2017~~9



Thank you for choosing Perth Energy.

Thank you for choosing Perth Energy ~~has~~ your gas retailer. If you have any questions or concerns after reading this Standard Form Contract please contact us. We encourage our Customers to give us feedback to help us improve, and we make all effort to operate better all the time. Perth Energy's contact details are:

Registered Office: Forrest Centre, 24th Floor, 221 St Georges Terrace, Perth WA 6000
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PERTH ENERGY STANDARD FORM GAS CONTRACT

What we mean

We and **Us** means Perth Energy Pty Ltd (ABN 39 087 386 445) and **Our** has a corresponding meaning. **You** means the person/s taking a supply of gas from us at the *premises* and **Your** has a corresponding meaning.

1. Supply of Gas

We agree to sell gas to you at ~~y~~**Your** premises and ~~y~~**You** agree to purchase gas from us on the terms and conditions as set out in this ~~c~~**Contract**. The quantity of gas supplied by us to You will be the amount measured by the meter at Your premises.

2. Commencement and Term

2.1 This contract commences, subject to any ~~cooling-off period~~ applicable to this ~~c~~**Contract**, on the date that you commence to take supply of gas at the premises from us (other than by fraudulent or illegal means) (~~Commencement commencement Date date~~):

- (a) having entered into a supply and sale contract with ~~us~~**us**;
- (b) without having entered into a supply and sale contract a with ~~us~~**us**; or
- (c) having cancelled a supply and sale contract with ~~us us~~ within the ~~cooling-off period~~**cooling-off period** relating to ~~the that~~ contract, have continued to take supply of gas without entering into a further supply and sale contract with ~~us~~**us**.

2.2 We must sell and you must pay us for energy consumed at the premises from the commencement date.

2.3 (a) Unless you or ~~we we~~ end the contract earlier under this clause 2.3, this contract continues for a period of 1 year from the day it came into effect. However, if 1 year passes without either you or ~~us us~~ ending the contract under this clause 2.3, the contract is automatically renewed for another 1 year period. This automatic renewal occurs each year until you or ~~we we~~ end the contract under this clause 2.3.

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(b) If ~~you you~~ end this ~~contract~~ because ~~you you~~ enter into a new contract for the supply of gas with ~~us~~, this ~~contract~~ ends on the expiry of the ~~cooling off period~~ (if applicable) specified in the new ~~contract~~.

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(c) If ~~you~~ end this ~~contract~~ because ~~you~~ enter into a ~~contract~~ for the supply of gas with another retailer, this ~~contract~~ ends when ~~we~~ are deemed to receive notification from the *Network Operator* that ~~your premises~~ have been transferred to the other gas retailer in accordance with the *Retail Market Rules*.

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(d) If ~~you~~ are disconnected, and ~~we~~ terminate this ~~contract~~, the ~~contract~~ ends when ~~you~~ no longer have any right to reconnection.

2.4 ~~You~~ can end the ~~contract~~ at any time by advising ~~us~~ at least 3 *business days* before the day ~~you~~ want the ~~contract~~ to end.

2.5 ~~We~~ ~~We~~ can end the ~~contract~~ by giving ~~you you~~ prior notice if ~~you you~~:

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

(b) have a liquidator appointed; or

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

(d) commit a substantial breach any of ~~your your~~ obligations under this ~~contract~~.

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2.6 If the ~~contract~~ ends:

(a) ~~we~~ may arrange for a final *meter* reading and for disconnection on the day the ~~contract~~ ends; and

(b) ~~we~~ may issue a final bill to ~~you~~; and

(c) ~~we~~ can charge ~~you~~ a *fee* for the final *meter* reading, disconnection and final bill; and

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(d) ~~we~~ can remove the ~~Gas Supply Equipment~~ *gas supply equipment* at any time and ~~you~~ must let ~~us~~ have safe and unrestricted access to the *premises* to allow ~~us us~~ to do so; and

(e) ~~you~~ will remain liable to pay any outstanding payments to ~~us us~~ and ~~we we~~ will have no further obligation to supply gas to ~~you you~~; and

(f) ~~you~~ must enter into a new contract with ~~us us~~ if ~~you you~~ want ~~us us~~ to supply ~~you you~~ gas.

3. Charges and Fees

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~~You~~ are required to pay ~~us~~ the ~~Standard Tariff~~ *standard tariff* and the price of other goods and services ~~you~~ choose to buy from ~~us~~. ~~You~~ must also pay all costs, *fees* and charges ~~we~~ can lawfully recover from ~~you~~ under the *relevant regulations*, as well as any taxes, levies, regulated charges, costs, *fees* and charges that ~~we~~ have to pay when ~~we~~ sell and supply Gas and other goods and services to ~~you~~. If ~~you~~ breach this ~~contract~~ or a provision of the *relevant regulations* ~~you~~ will be required to pay any costs ~~we~~ incur as a result of that breach, as well as any *fees* ~~we~~ charge in relation to that breach.

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3.1 There are two main types of ~~Standard~~ *standard Tariffs* ~~tariffs~~ available: residential ~~Standard Tariff~~ *standard tariff* and business ~~Standard~~ *standard Tariff* ~~tariff~~.



(a) To be eligible for the residential ~~Standard Tariff~~ standard tariff, the *premises* must be a dwelling (a house, flat, home unit or other place of residence) and *you* must use *your* gas supply for a residential (or household) purpose. If *you* are paying a residential ~~Standard Tariff~~ standard tariff, *you* must not use gas for a non-residential purpose and must give *us* reasonable notice if *you* do so. If *you* don't give *us* reasonable notice, we can backdate the business ~~Standard Tariff~~ standard tariff to the start of the non-residential use (up to a maximum of 12 months).

(b) If *you* do not qualify or no longer qualify for the residential ~~Standard Tariff~~ standard tariff *you* must pay the business ~~Standard Tariff~~ standard tariff.

(c) *Your* bill will show *you* which ~~Standard Tariff~~ standard tariff *you* are paying.

(d) If we change the ~~Standard standard Tariffs~~ tariffs, we will publish those changes and the date that the change will take effect (see clause 4.2 for how we publish information). We will also notify *you* of the changes in the ~~Standard standard Tariffs~~ tariffs in *your* next bill.

For an explanation of the ~~Standard standard Tariffs~~ tariffs available please visit *our* website or call *us*.

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3.2 A ~~Standard Tariff~~ standard tariff can include a fixed component and a usage component based on the amount of gas *you* use. The usage component can be charged at different rates depending upon the amount of gas *you* use.

3.3 We can charge *you* fees that are in addition to the ~~Standard Tariff~~ standard tariff. *You* must pay *us* the fees that apply to *you*. We can charge *you* fees for:

- (a) *your* account application; and
- (b) reading *your meter* when access was not possible (see clause 5.2); and
- (c) testing *your meter* (see clause 5.3); and
- (d) sending *you* overdue notices (see clause 6.2); and
- (e) reading *your meter* when *you* move out of the *premises* (see clause 12.4); and
- (f) turning off *your* gas in some situations (see clause 14.6); and
- (g) turning on *your* gas in some situations (see clause 15); and
- (h) removing or physically disconnecting the *meter* (see clause 14.11); and
- (i) replacing or physically reconnecting the *meter* (see clause 14.11); and
- (j) other non-standard connection costs; and
- (k) other fees.

All charges identified in clauses 3.2 and 3.3 will be itemised on customers' bill. For an explanation of *our* fees please visit *our* website or call *us*.

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4. Notices

4.1 Any notice or other communication given under the *contract*:

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



(b) subject to clause 4.1(c), is taken to be received:

- (1) in the case of a verbal communication, at the time of the communication; and
- (2) in the case of hand delivery, on the date of delivery; and
- (3) in the case of post, on the second *business day* after posting; and
- (4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
- (5) 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

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(c) 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*.

4.12 In this *contract*, when we say we will publish information we will:

- (a) post information on *our* website; or
- (b) communicate to *you* information at the *premises* according to clause 4.1 ~~to~~

4.23 (a) We can use electronic communication (such as e-mail or SMS) to give information to *you* with *your* consent.

(b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically. For more information about electronic communication, visit *our* website or call *us*.

5. Billing

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5.1. We use *meter* readings to prepare *your* bill. We bill *you* on the amount of energy in the gas *you* use, not the volume of gas. To calculate *your* consumption, we first measure the volume of gas *you* use via the *meter* (in cubic *meters* or cubic feet). We then convert the volume of gas *you* use into units by applying a ~~Heating Value~~ *heating value*. This ~~Heating Value~~ *heating value* is measured by the *Network Operator* at a number of places and it can change from time to time.

5.2. We will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* once every ~~Billing~~ *billing cycle*. However, if we ask *you* and *you* agree, *you* can 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 subject to an actual read by the *Network Operator*.

In any event, we will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* at *your premises* at least once every 12 months.

We may provide *you* with an estimated bill if we don't have information available to *us* to prepare an accurate bill in time because:

- (a) access is denied as a result of action by ~~you~~ *you*, a third party, weather conditions, an industrial dispute or other reasons beyond ~~our~~ *our* control;
- (b) ~~you~~ *you* are vacating the supply address and require a final account immediately;
- (c) access is denied for safety reasons;
- (d) the meter or ~~ancillary~~ *ancillary* equipment has recorded usage incorrectly; or

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(e) the meter has been tampered with or bypassed.

Where we provide you with an estimated bill, it will be based on:

(f) your reading of the meter; or

(g) your prior billing history; or

(h) if we do not have your prior billing history, then we may use:

(1) the average usage of gas at the ~~Standard Tariff~~ *standard tariff* that applies to you; or

(2) the average usage for your type of meter; or

(3) the average usage at the premises.

If we have provided you with an estimated bill, which is not a final bill, and we subsequently obtain a meter reading from the Network Operator, then your next bill will be adjusted to take account of that meter reading. If we have provided you with a final bill based on an estimate, we will not adjust your final bill if we are subsequently able to read the meter or if we subsequently obtain a meter reading from the Network Operator.

Also, if the reason we used an estimate was because it wasn't possible to access your meter you can ask that we replace the estimated bill with a bill based on a meter reading. Provided you grant the Network Operator access to the meter and pay us a reasonable charge, we will do so.

5.3. -You can ask us to test the meter to ensure that it is measuring accurately and we will arrange for the Network Operator 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. If the meter is not measuring accurately, we will also arrange for the Network Operator to either repair or replace the meter at no charge to you.

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

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

~~5.5~~ *We will issue your bill to the address nominated by you, which may be an email address.*

~~5.5-6~~ Your bill will contain the following information relevant to the billing cycle:

(a) the account name and account number; and

~~_____~~ (b) the premises address and ~~(if required)~~ *relevant* mailing address; and

(c) the ~~Standard Tariff~~ *standard tariff* that we charged you; and

(d) the fees we charged you; and

(e) the amount due and the due date; and

(f) the telephone number for billing and other payment enquiries; and

(g) the telephone number to contact if you are experiencing payment difficulties (see clause 6.4 for information about payment difficulties); and

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- (h) the 24-hour telephone number for faults and emergencies; and
- (i) the dates and results of the previous and current *meter* readings or estimates; and
- (j) *your* gas use or estimated use; and
- (k) the *meter* or property number; and
- (l) the ways *you* can pay *your* bill, including information about payment methods and payment options available to *you* (see clause 6.1 for some of the payment options); and
- (m) if ~~a residential Standard Tariff applies to you~~ *are a residential customer*, the concessions that are available to *you* from *us* or the government; and
- (n) the amount of arrears or credit and the details of any adjustments; and
- (o) the amount of any other charge and the details of any service provided; and
- (p) the availability of a *meter* test on the conditions described in clause 5.3; and
- (q) interpreter services; and
- (r) the interest rate *we* applied to any outstanding amounts; and
- (s) the details of security *you* provided (in accordance with clause 7.2).

The ~~Standard Tariff~~ *standard tariff* and other *Fees* will be separately itemised on *your* bill. If *we* provide *you* with additional goods and services during the *billing cycle*, *we* will also include a description of those goods or services.

6. Payment

6.1 *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 14 *business days* from the date of the bill.

You can pay *your* bill using a range of payment options, including payment in person and by mail.

You can find out the full range of payment options that *you* can choose from by referring to *your* bill, by visiting *our* website or by calling *us*. If *you* are unable to use one of these options because *you* are going to be absent for a long period (for example due to illness or extended holiday) *you* can arrange with *us* to redirect *your* bill or to make payments in advance.

6.2 If *you* do not pay the total amount payable for any bill by the due date, then *we* can:

- (a) send a ~~Disconnection~~ *disconnection* ~~Warning~~ *warning* to *you*; and
- (b) charge *you* a ~~fee~~ *fee* for each overdue account notice *we* send to *you*; and
- (c) where *you* are ~~paying a business Standard Tariff~~ *a business customer*, charge *you* interest on the amount *you* have not paid; and
- (d) disconnect *your* gas supply; and
- (e) shorten *your* *billing cycle*.

If *you* are ~~a business customer~~ *a business customer* ~~paying a business Standard Tariff~~, the interest rate charged on outstanding amounts will be 12.75 percent per annum (calculated daily). *We* may change this rate. If *we* do change this rate, *we* will publish the changes (see clause 4.2 for how *we* publish things).

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If you do not pay the total amount payable for any bill after we send a ~~Disconnection~~ disconnection Warning ~~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 fees and legal fees).

Despite anything else in this clause 6.2 or clause 14.5, if you are a residential customer, we will not refer your debt to a debt collection agency for collection, or commence proceedings to recover the debt if:

(f) you have advised us that you are experiencing payment difficulties or financial hardship and we have not complied with our obligations to:

(1) assess you for payment difficulties or financial hardship; and

(2) if you are assessed as having payment difficulties or financial hardship, offering you additional time to pay and, if requested by you, an alternative payment arrangement; and

(g) you continue to make payments under an alternative payment arrangement.

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

6.3 Unless you direct us otherwise:

(a) we will apply your payment to the amount due for your gas use before applying it to other items; and

(b) if we also supply electricity to you, then we will apply your payment to the amount due for your gas use and electricity use in equal proportions before applying it to other items.

6.4 If you are having trouble paying your bills, please advise us.

As an indication, we will offer the following options to you:

(a) instalment plan options, such as a ~~Payment Plan~~ payment plan; or

(b) redirection of a bill to a third person; or

(c) information about, and referral to, government assistance programs; or

(d) information about independent financial counselling services.

If you are a residential customer ~~paying a residential Standard Tariff~~ and seek assistance, we will assess your request within 3 business days of your request and we will offer you assistance in accordance with our *Payment Difficulties and Financial Hardship Policy*.

For more information about government assistance programs and independent financial counselling services, visit our website or call us.

6.5 If you are a business customer experiencing payment difficulties, we will consider any reasonable request for alternative payment arrangements.

6.6 If you ask us, and at the time of the request you are our customer, we will give you a copy of your billing data held by us for the premises. We will use our reasonable endeavours to provide it within 10 business days of your request.

Unless we are required by law to provide the billing data free of charge, we can ask you to pay a reasonable ~~fee~~ fee before we provide the data to you. For example, we must provide you with historical billing data free of charge:

(a) for the period 2 years before a request; and



(b) if the request is in relation to a complaint made by *you* to the *Gas Industry Ombudsman*.

If *you* want billing data for a period before the date *we* started to supply *you* gas, *you* will need to ask *your* former gas retailer for the billing data.

7. Credit worthiness and Refundable Advances

7.1 *You* authorise *us* to conduct a credit check assessment on *you*.

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

The amount of *your* security will be no more than 1.5 times *your* average bill if *you* pay quarterly or 2.5 times *your* average bill if *you* pay monthly. To determine *your* average bill, *we* can use *your* billing history or the consumption history of similar customers or business types.

If *you* are a residential customer paying a residential Standard Tariff, *we* can ask *you* to provide a security when:

(a) *you* pay a type of Standard Tariff standard tariff that requires *you* to provide a security; or

(b) *you* do not have a satisfactory payment record at a previous *premises*; or

(c) *you* have applied to *us* for supply at a new *premises* and *you* do not have an acceptable credit reference; or

(d) *your* gas supply has been disconnected under clause 14.6 of this *contract* or a similar clause in a previous *contract*; or

(e) amounts that were outstanding when *you* left a previous *premises* remain unpaid and *you* refuse to make a payment arrangement for those amounts.

If *you* provide a security under this clause, then:

(f) *we* will keep the security in a trust account and identify it separately in *our* accounting records; and

(g) interest will accrue daily at the bank bill rate (as defined in the Relevant Regulations relevant regulations) and is capitalised every 90 days unless paid.

7.3 *We* will only use *your* security, together with any accrued interest, to offset any amount *you* owe *us* if:

(a) *your* failure to pay a bill resulted in the disconnection of supply at the *premises*; or

(b) *you* default on a final bill; or

(c) *you* default on *your* bill and *you* and *us* agree that *we* can use the security to avoid disconnection; or

(d) *you* have so requested because *you* are leaving the *premises* or asked *us* to disconnect supply at the *premises*; or

(e) *you* transfer to another retailer.

7.4 If *we* use *your* security under clause 7.3 above, then within 10 *business days* *we* will provide *you* with an account and pay *you* any balance together with any interest.

8. GST

8.1 In this clause:

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(a) An expression or word used in this clause which has a particular meaning in the *GST Law*, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and

(b) A reference to *GST* payable by a party includes any corresponding *GST* payable by the representative member of any *GST* group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any *GST* group of which that party is a member.

8.2 Unless *GST* is expressly included, any amount payable under this *contract* for any supply made under or in connection with this *contract* does not include *GST*.

8.3 To the extent that any supply made under or in connection with this *contract* is a taxable supply, the *GST* exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which *GST* is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.

8.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of *GST* paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the *GST* paid by *you*:

(a) *We* must provide a refund or credit to *you*, or *you* must pay a further amount to *us*, as appropriate, at the same time as the *GST* exclusive component of the adjustment is refunded or paid;

(b) the refund, credit or further amount (as the case may be) will be calculated by *us* in accordance with the *GST Law*; and

(c) *We* must notify *you* of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of *GST* payable. If there is an adjustment event in relation to the supply, *our* requirement to notify *You* will be satisfied by *us* issuing to *you* an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

8.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of *GST* paid or payable in respect of any supply made under or in connection with this *contract*.

8.6 If a payment to a party under this *contract* is a payment by way of reimbursement or indemnity and is calculated by reference to the *GST* inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for *GST* pursuant to clause 8.3.

9. Review of Bill

9.1 *We* will review a bill at *your* request, provided that *you* agree to pay any future bills and:

(a) the portion of the bill under review that *you* and *we* agree is not in dispute;

(b) an amount equal to the average amount of *your* bills for the previous 12 months; or

If the bill is found to be incorrect, *we* will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If the bill is found to be correct, *you* may request to have *your meter* tested to establish whether it is measuring accurately. If the *meter* is found to comply with the *metering*

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standards set in the ~~Relevant Regulations~~ relevant regulations, you must pay us all costs associated with the test and pay the amount of the bill.

9.2 We may recover from you any amount you have been undercharged. Where you have been undercharged as a result of our error, including a *metering* error, we will only recover the amount undercharged in the last 12 months prior to the *meter* reading date on the last bill sent to you (the **undercharged amount**) and will not charge you interest on the *undercharged amount*. We will show the *undercharged amount* as a separate item on your bill, together with an explanation of the amount that was undercharged.

We will offer you the opportunity to pay the *undercharged amount* in instalments over the same length of time during which you were undercharged. Where we have undercharged you as a result of fraud by you or use of gas otherwise as in accordance with the AGA Code, we may take action against you in accordance with paragraph 3.1.5 of the AGA Code. This may include:

- (a) disconnecting supply to your premises in certain circumstances;
- (b) estimating the gas usage at the premises for which you have not paid us; and
- (c) taking debt recovery action against you for the unpaid amount as well as any disconnection costs and our reasonable legal costs.

If you have been overcharged we will:

(ad) notify you of this overcharging within 10 ~~Business~~ business days after we become aware of the overcharging;

(be) provide you with a refund for the *overcharged amount* (~~Correcting~~ correcting Refund);

(ef) refund any charge to you for testing the *meter* where the *meter* is found to be defective; and

(eg) we will not pay you interest on the ~~Correcting~~ correcting Refund.

In the event that the *overcharged amount* relates to a *meter* error, if you are a residential customer paying a residential Standard Tariff, the *correcting refund* will only relate to errors for (at a maximum) the 12 months prior to your most recent bill. Where we are required to pay you a *correcting refund* under the contract, you can choose whether we make the *correcting refund* as:

- (ah) a credit to your account;
- (bi) a payment directly to you; or
- (ej) a payment to a third party (if you have given us written instructions to this effect).

10. Metering

10.1 We or the Network Operator will provide, install and maintain ~~Gas Supply Equipment~~ gas supply equipment, including the *meter* and necessary ancillary equipment at the premises, after due consideration of your wishes.

The ~~Gas Supply Equipment~~ gas supply equipment remains the property of the Network Operator at all times and the Network Operator is responsible for installing and maintaining the ~~Gas Supply Equipment~~ gas supply equipment.

You must not do anything that will damage or interfere with the ~~Gas Supply Equipment~~ gas supply equipment or use gas in a way that interferes with that equipment.

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~~Gas Supply Equipment~~ **gas supply equipment**” means the *meter* and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to *you*, before (upstream of) the point that gas leaves the *meter*.

10.2 You are responsible for keeping your ~~Equipment~~ **equipment** in good working order and condition. “~~Your Equipment~~ **equipment**” is all equipment located after (downstream of) the point that gas leaves the *meter* at the *premises* which is used to take supply of or consume gas except any ~~Gas Supply Equipment~~ **gas supply equipment**.

10.3 You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the ~~Gas Supply Equipment~~ **gas supply equipment**; or
- (b) do anything that will prevent us from accessing the ~~Gas Supply Equipment~~ **gas supply equipment**; or
- (c) use gas in a way that interferes with the supply of gas to anyone else or causes loss to anyone else; or
- (d) unless *you* have *our* permission, turn the *meter* on if the *meter* has been turned off by us or by the *Network Operator*; or
- (e) allow anyone else to do the things described in this clause 10.3.

11. Access

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

- (1) to read the *meter*; or
- (2) to inspect or work on the ~~Gas Supply Equipment~~ **gas supply equipment**; or
- (3) to inspect the gas installation (as defined in section 4 of the Gas Standards Act 1972 (WA));
- (4) to disconnect or reconnect *your* gas supply; or
- (5) to inspect or work on ~~Your Equipment~~ **your equipment**; or
- (6) for any other reason relating to the supply of gas to the *premises*.

(b) We will give you 24 hours' notice before we or the *Network Operator* enters the *premises* for the purposes allowed in this *contract*, except:

- (1) for routine *meter* reading or *meter* replacement; or
- (2) in an emergency; or
- (3) if we suspect that gas is being used illegally at the *premises*.

(c) If we or the *Network Operator* enters the *premises* for the purposes of planned work then we will give you at least 4 ~~business~~ **days**' notice.

(d) Any representative of the *Network Operator* or us who enters the *premises* will wear, in a visible manner in accordance with *our* or the *Network Operator*'s requirements, official identification or will carry such identification and show it to *you* if *you* are at the *premises*.

12. Gas Supply at ~~Your~~ **your** premises

12.1 If *you* move into the *premises*, then before we supply *you* gas at the *premises*, we can require *you* to:

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- (a) apply to *us* for gas supply (by phone, by e-mail, in person or in writing) and provide *us* with identification we consider acceptable; and
- (b) provide *us* with assurance that we will be able to access the *meter* (and other ~~Gas Supply Equipment~~ gas supply equipment) according to clause 11; and
- (c) provide *us* with contact details for billing purposes; and
- (d) provide *us* with contact details of the property owner or agent if the *premises* is a rental property; and
- (e) in the case of a new gas connection, provide *us* with information about *your* estimated gas usage; and
- (f) in the case of an existing gas connection, provide *us* with information on the number and type of appliances installed, number of household occupants and anticipated usage of appliances; and
- (g) agree to pay *us* all relevant charges and *fees* according to this *contract*; and
- (h) provide *us* with a security in accordance with clause 7.2; and
- (i) pay *us* any outstanding debt *you* owe *us* for the supply of gas at another *premises* (but not debts that are subject to a dispute or repayment arrangements).

12.2 We will sell *you* gas from the day that *your* gas supply is turned on at the *premises*. We will use *our* best endeavours to make supply available to *you* at the *premises* by the date we agreed to sell *you* gas or, if no date was agreed, within 20 *business days* from the date of *your* application.

If *you* move into the *premises* and it does not already have an existing gas connection, then before we supply *you* gas at the *premises* each of the following conditions must be satisfied:

- (a) *you* do the things listed in clause 12.1; and
- (b) the ~~Gas Supply Equipment~~ gas supply equipment (and its installation) complies with the regulatory requirements; and
- (c) if we ask *you*, *you* have given *us* notices of installation from a gas installer; and
- (d) there is an adequate supply available at the necessary volume and pressure at the boundary of the *premises*.

12.3 If *you* move into the *premises* and it has an existing gas connection, we will use *our* best endeavours to make supply available to *you*:

- (a) in accordance with the standards maintained by the *Network Operator*; and
- (b) at the *premises* by the date we agreed to sell *you* gas or, if no date was agreed, within 1 *business day* from the date of *your* application.

Before we supply gas to *you* at the *premises*, each of the following conditions must be satisfied:

- (a) *you* do the things listed in clause 12.1; and
- (b) *you* apply to *us* before 3.00 pm on the *business day* before *you* require connection; and
- (c) the ~~Gas Supply Equipment~~ gas supply equipment (and its installation) complies with the regulatory requirements; and
- (d) there is an adequate supply available at the necessary volume and pressure at the boundary of the *premises*; and
- (e) the *meter* at the *premises* is available to use; and



(f) the relevant ~~Gas Network~~gas network standards are met.

We will charge you for gas 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. If a final meter reading was not taken, we will estimate the amount of gas used by the previous occupant so we do not overcharge or undercharge you.

12.4 (a) If you move out of the premises and no longer wish to obtain a gas supply at the premises, you must advise us:

(1) at least 3 business days before you move out; and

(2) of an address where the final bill can be sent, which may be an email address.

(b) If you advise us as described in clause 12.4(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 gas used up to the day you move out of the premises.

(c) If you advise us as described in clause 12.4(a), and you move out of the premises before the time specified in your notice then you must pay for gas up to the time specified in your notice unless you have demonstrated to us that you were evicted from the premises or were otherwise required to vacate the premises.

(d) If you do not advise us as described in clause 12.4(a), then subject to any applicable laws, we may require you to pay for gas used at the premises for up to a maximum of 3 days after we discover that you have moved out of the premises (subject to any applicable laws). However, we will not require you to pay for gas used at the premises from the time that a new customer has an obligation to pay for gas supply at the premises under a new contract.

(e) If your final bill is in credit after you have paid us all amounts payable under clause 12.4, then you can choose to have us credit your new account with this amount or repay the amount to you.

12.5 You agree to:

(a) co-operate with the Network Operator in relation to connecting your premises to the ~~Gas Network~~gas network; and

(b) allow us to give the Network Operator your details.

Although we are separate companies, we may ask the Network Operator to do things for us (such as turn on your gas supply or read your meter). Where the contract says we will do things that relate to the disconnection or reconnection of supply and the ~~Gas Supply Equipment~~gas supply equipment, we may ask the Network Operator to do those things for us.

13. Disputes

13.1 If you wish to raise a complaint concerning our performance or your gas supply, we encourage you to contact us to discuss the issue. We will manage any complaint according to the Australian Standard on Complaints Handling ~~AS/NZS 10002:2014~~ AS 4269-1995 and our Customer Complaints Policy.

13.2 If you are unhappy with our response, you may make a complaint to a higher level within our management structure. If you are still unhappy with our response, then you may refer the complaint to the Gas Industry Ombudsman (you should give us the opportunity to respond to your complaint before you refer it to the

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Gas Industry Ombudsman). For more information about our complaints handling process and the Gas Industry Ombudsman, visit our website or call our us.

14. Disconnection

- 14.1 We can interrupt or disconnect your gas supply, at any time without notice to you in an emergency, if we are permitted or required by law or if the Network Operator requires us to do so. We will:
- (a) provide information via the 24 hour emergency line about the nature of the emergency and estimate the time when supply will be restored; and
 - (b) use our best endeavours to turn your gas on again as soon as possible (see clause 14.10 for information about reconnecting your gas supply).
- 14.2 We can interrupt or disconnect your gas supply for a health or safety reason if, before we do so:
- (a) we notify you in writing of the reason; and
 - (b) where we think you can fix the reason, you have had 5 business days to fix it; and
 - (c) where after 5 business days the reason remains, we send to you a ~~Disconnection Warning~~ **disconnection warning** advising you that we will disconnect your gas supply on a day that is at least 5 business days after you are deemed to receive the ~~Disconnection Warning~~ **disconnection warning**.
- We can charge you a ~~fee~~ **fee** for disconnecting your gas supply in these circumstances.
- 14.3 We can interrupt or disconnect your gas supply if the Network Operator needs to carry out planned work on the ~~Gas Network~~ **gas network**. If this occurs, we will use our best endeavours to give to you at least 4 days' notice before interrupting or disconnecting your gas supply and we will reconnect your gas supply as soon as we can.
- 14.4 In addition to the reasons in clauses 14.1 to 14.3, we can arrange the Network Operator to disconnect your gas supply, acting in accordance with clause 14.5 and applicable laws (see clause 16 for information about the Network Operator), if:
- (a) you fail to pay a bill (either for the premises or a previous premises) in full by the due date shown on the bill (see clause 5 for information about billing); or
 - (b) you do not agree to a payment plan or other payment option; or
 - (c) you do not perform your obligations under a payment plan or other ~~alternative~~ **alternative** payment ~~option~~ **agreement**; or
 - (d) you do not give us or the Network Operator safe and unrestricted access to the premises or the meter (see clause 10 for information accessing the premises); or
 - (e) you commit a fraud relating to our supply of gas to you at the premises or any other premises; or
 - (f) you get gas supplied to the premises illegally or in breach of a relevant regulation or code; or
 - (g) where we require you to provide us security, you fail to provide it to us (see clause 7.2 for information about security); or
 - (h) you fail to keep ~~Your Equipment~~ **your equipment** in good working order or condition (see clause 10 for information about ~~Your Equipment~~ **your equipment**); or
 - (i) you get gas supplied to the premises in breach of this contract.
- We can charge you a ~~fee~~ **fee** for disconnecting your gas supply in these circumstances.



- 14.5 If we wish to disconnect your gas supply because you fail to pay a bill, then we will:
- (a) give you a ~~Reminder Notice~~ reminder notice not less than 14 business days from the date that we issued you the bill advising you that payment is overdue and requiring payment by a specified date (which will be not less than 20 business days after the date that we issued you the bill); and
 - (b) if you still have not paid us by the time indicated in the ~~Reminder Notice~~ reminder notice, then give you a ~~Disconnection Warning~~ disconnection warning not less than 22 business days from the date that we issued you the bill, advising you that we will disconnect you on a day that is at least 10 business days after we give you the ~~Disconnection Warning~~ disconnection warning; and
 - (c) not disconnect you until at least 1 business day after the date that we say we will disconnect your gas supply in the ~~Disconnection Warning~~ disconnection warning;
 - (d) use our best endeavours to contact you; and
 - (e) if you are a residential customer paying a residential Standard Tariff:
 - (1) offer you a payment plan or an alternative payment plan arrangement; and
 - (2) give you information in accordance with clause 6.4; and
 - (f) if you are paying a business Standard Tariff a business customer, offer to extend the due date for payment on terms and conditions (including the payment of interest).
- We will not disconnect you unless:
- (a) you have not accepted our offer under either clause 14.5(e) or (f) within the specified period (which must be at least 5 business days); or
 - (b) you have accepted our offer but not have taken reasonable action towards settling the debt within the specified time.
- For more information about your options if you have payment difficulties, refer to your bill, visit our website or call our us.
- 14.6 If we wish to disconnect your gas supply because you fail to give us or the Network Operator access to the premises, we will:
- (a) only disconnect you if you have denied access for the purposes of reading the meter for the purposes of issuing 3 consecutive bills; and
 - (b) give you a notice requesting access to the meter at the premises each time access was denied; and
 - (c) use our best endeavours to contact you; and
 - (d) give you an opportunity to offer reasonable alternative access arrangements; and
 - (e) send to you a ~~Disconnection Warning~~ disconnection warning advising you that we will disconnect your gas supply on a day that is at least 5 business days after you are deemed to receive the ~~Disconnection Warning~~ disconnection warning.
- 14.7 If we wish to disconnect your gas supply under 14.4(g) because you fail to provide any required security to us, we will only disconnect your gas supply after we send to you a ~~Disconnection Warning~~ disconnection warning advising you that we will disconnect your gas supply on a day that is at least 5 business days after you are deemed to receive the ~~Disconnection Warning~~ disconnection warning.
- 14.8 We must not disconnect your gas supply if:

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- (a) you give us a statement from a ~~Medical Practitioner~~ **medical practitioner** stating that your gas supply is necessary to protect the life or health of a person who lives at the premises and you have entered into arrangements acceptable to us in relation to payment; or
- (b) you have applied for a government concession or grant and the application has not been determined; or
- (c) you have made a complaint to the Gas Industry Ombudsman about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved; or
- (d) you have agreed to a payment plan or other payment option; or
- (e) you cannot pay your bill because of a lack of income or other means and we have not done the things we must do in clause 14.5; or
- (f) you have not paid your bill, but the outstanding amount is less than an average bill over the previous 12 months, and have agreed to repay the outstanding amount; or
- (g) you have an amount outstanding on your bill that is not a ~~Standard Tariff~~ **standard tariff** or any other charge contemplated by the AGA Code; or
- (h) disconnection would occur on a Friday, after 3.00 pm on any other Weekday, on a Weekend ~~or~~, on a Public Holiday **or on a day immediately before a Public Holiday**, except in the case of interruptions or disconnections for planned work (see clause 14.3 for information about planned work); or
- (i) we have not given you information on any government funded concessions as outlined in the AGA Code.

14.9 If the Network Operator disconnects your gas supply at our request under this clause 14, then:

- (a) we can or you can arrange for the Network Operator to remove or physically disconnect the meter at the same time that the supply of gas to you is disconnected, or at a later time; and
- (b) we can charge you a ~~fee~~ **fee** for removing or physically disconnecting the meter and replacing or physically reconnecting the meter; and
- (c) you must not reconnect the gas supply.

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

14.11 The supplier or distributor shall use its best endeavours to minimise interruption to supply occasioned by planned maintenance or augmentation and restore supply as soon as practicable.

15. Reconnection

If your gas supply is disconnected under clause 14, then we will arrange for the Network Operator to reconnect your gas supply when you ask us to reconnect your gas supply and we are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

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

We will reconnect your gas supply if, within 10 business days after disconnection, the circumstances giving rise to the disconnection no longer exist. If your gas supply is disconnected in an ~~Emergency~~ **emergency**



situation (under clause 14.1), for life or health safety (under clause 14.2) or planned work reasons (under clause 14.3), then we will reconnect your gas supply if, within 20 business days after disconnection, the circumstances giving rise to the disconnection no longer exist.

If we are obliged to reconnect your gas supply and you ask us to reconnect your gas supply at a time:

(a) before 3.00 pm on a business day, then we will use our best endeavours to reconnect your gas supply on the same day as your request; or

(b) after 3.00 pm on a business day, then we will, ~~or cause the Network Operator to, use our best endeavours to~~ reconnect your gas supply as soon as ~~we can~~ possible on the next business day or the same business day if you pay the ~~after hours~~ after-hours reconnection ~~fee~~ fee and you ask before 5:00 pm.

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We can charge you a ~~fee~~ fee for reconnecting your gas supply except if the disconnection was due to:

(a) an ~~Emergency~~ emergency; or

(b) planned work.

This clause 15 does not apply to cases where disconnection is required under the Gas Standards Act 1972 (WA).

16. Our responsibility for Gas Supply

In order to sell gas to you, we ask the Network Operator to deliver the gas through the ~~Gas Network~~ gas network.

The ~~Gas Network~~ gas network is operated by the Network Operator and we cannot control the way in which the Network Operator operates the ~~Gas Network~~ gas network. For example, we cannot control the quality, volume or continuity of gas being supplied to you through the ~~Gas Network~~ gas network.

However, if you are a consumer, then certain terms to do with our supply of gas to you will be implied into this contract for your benefit under the ~~Trade Practices Act 1974~~ Australian Consumer Law (or similar state laws). These terms cannot be excluded or modified by any provision of this contract.

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Except where you are a consumer and a term implied into this contract requires us to do so:

(a) we do not guarantee that the gas supplied to you will be of any particular quality or that you will obtain a continuous supply of gas without interruptions; and

(b) we will not be liable to you for:

(1) any loss or damage associated with any surge in the gas supply or us failing to supply gas meeting any particular quality; or

(2) business interruption loss; or

(3) lost profits; or

(4) loss of an opportunity; or

(5) your liability to other people under contracts or otherwise, whether arising from or in connection with our breach of contract, our breach of statutory duty, our negligence or otherwise.

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As a gas retailer, we are not responsible for matters relating to the operation of the ~~Gas Network~~ gas network. However, to assist you when you raise a concern with us about your gas supply, we can:

(a) supply you with a copy of the distribution standards if you pay us a ~~fee~~ fee; and



(bd) respond to a request about changes in the quality of *your* gas supply that exceed the distribution standards; and

(ee) advise *you* about things *you* can do to avoid interfering with ~~Gas Network equipment~~ gas supply equipment or another person's gas supply; and

(ef) forward *your* concerns to the *Network Operator*.

For more information about *our* liability to *you* under this *contract*, visit *our* website or call *us*.

17. Liability

17.1 Notwithstanding any other provision of this *contract*, nothing in this *contract* is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

17.2 Except as expressly set out in this *contract*, any representation, warranty, condition or undertaking which would be implied in this *contract* by law, is excluded to the maximum extent permitted by law.

17.3 ~~Our liability, if any, under this contract is limited to the maximum extent permitted by section 68A of the Trade Practices Act 1974~~ Our liability, if any, under this contract is limited to the maximum extent permitted by section 68A of the Australian Consumer Law. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, *our* liability for breach of this *contract* is limited to (at *our* option):

(a) in the case of goods being energy:

(1) ~~the replacement of the gas or the supply of equivalent gas; or~~

(2) the payment of the cost of replacing the gas or of acquiring equivalent gas; or

(b) in the case of services:

(1) the supply of the service again; or

(2) the payment of the cost of having the services supplied again.

17.4 *Business customers* must take reasonable precautions to minimise the risk of loss or damage to any equipment, *premises* or business of the *business customer*, which may result from poor quality, or reliability of gas supply.

18. Privacy and Personal Information

Unless *we* are permitted to do otherwise under this *contract*, *we* will ~~keep collect, hold, use and disclose~~ keep collect, hold, use and disclose *your* information confidential in accordance with the procedures and steps set out in *our* *Privacy Policy*.

In particular *we* will keep *your* information confidential in accordance with the *Marketing Code of Conduct* unless:

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

(b) the law (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to do so; or

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

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

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(e) we believe you have used gas illegally and, as a result, we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety; or

(f) we use the information for business purposes.

For more information about our Privacy Policy, visit our website or call our us.

19. Information

19.1 We will provide or make the following available to you:

- (a) a copy of the terms and conditions of this contract; and
- (b) a copy of the ~~Relevant Regulations~~ relevant regulations and a copy of any code; and
- (c) a copy of the distribution standards; and
- (d) information about our policies, our customer service charter and our complaints handling process; and
- (e) information about ~~Standard Tariff~~ standard tariff and other fees you must pay; and
- (f) information about energy efficiency; and
- (g) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.4 of this contract; and
- (h) your billing data according to clause 6.5; and
- (i) any other information we said we would give you in this contract.

Unless we are legally required to provide the information free of charge, we will charge you a reasonable fee.

19.2 You must advise us as soon as possible if:

- (a) there is a change in your contact details or the address to which your bills are to be sent; or
- (b) the person responsible for paying your bills changes; or
- (c) you change something at the premises which makes our access to the meter more difficult; or
- (d) you become aware of a gas leak or a problem with the ~~Gas Supply Equipment~~ gas supply equipment which is at, or reasonably close to, the premises; or
- (e) you change the way you use gas (such as if you no longer use your gas supply for a residential purpose but you still pay a residential ~~Standard Tariff~~ standard tariff); or
- (f) you are planning a change to ~~Your Equipment~~ your equipment that may affect the quality or safety of gas supply to you or anyone else.

20. Assignment

20.1 You may not assign this contract without our prior written consent.

20.2 We may assign, or otherwise dispose of the whole or any part of our interest in this contract to a person who acquires all or a substantial portion of the assets of our business ~~of retailing energy~~ without your prior consent.

21. Variation



21.1 We can change the terms and conditions of the *contract* from time to time without *your* consent. If these terms change and those changes are approved by the Economic Regulation Authority, then *your contract* will be deemed to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

21.2 If *you* do not agree with an amendment approved by the Economic Regulation Authority, then *you* can end this *contract* by doing the things described in clause 2.

22. Force Majeure

22.1 The obligations of the parties under this *contract* shall be suspended (except the obligation to pay any money owing), to the extent to which they are affected, if that failure or delay is due to any cause or condition beyond the reasonable control of that party (~~Force force Majeure majeure Event event~~) for as long as the ~~Force Majeure Event~~force majeure event continues.

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22.2 The party affected by a ~~Force Majeure Event~~force majeure event must give the other prompt notice of that fact including full particulars of the ~~Force Majeure Event~~force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

22.3 If the effects of a ~~Force Majeure Event~~force majeure event are widespread, we will be deemed to have given *you* prompt notice in accordance with clause 22.2 if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the ~~Force Majeure Event~~force majeure event or otherwise as soon as practicable.

22.4 The party affected by a ~~Force Majeure Event~~force majeure event must use its best endeavours to remove, overcome or minimise the effects of the ~~Force Majeure Event~~force majeure event as quickly as possible except that this does not require the party to settle any industrial dispute.

23. General

23.1 Nothing in the *contract* limits or excludes the rights, powers and remedies that *we* have at law or in equity.

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.

23.2 We will comply with ~~certain provisions in the Relevant Regulations~~relevant regulations, ~~and a number of codes, standards and Relevant Policies~~relevant policies and all applicable laws, including:

~~(a) the standards of service set out in Part 5 of the Customer Contracts Regulations;~~

~~(b) the AGA Code; and~~

~~(c) the Marketing Code;~~

~~(d) Gas Customer Code; and~~

~~(e) the standards of service in our customer charter and our policies.~~

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You can obtain more information about the ~~AGA Code, Marketing Code, Relevant Regulations~~relevant regulations and ~~our Relevant Policies~~relevant policies from *us* or the Economic Regulation Authority.

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



- 23.4 Clauses 3, 4, 6, 7.3, 7.4, 9.2, 11, 12, 18 and 23.7 will survive termination of this *contract*.
- 23.5 If any term or clause of this *contract* is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this *contract*.
- 23.6 If *we* do not exercise *our* rights under this *contract* it will not constitute a waiver of those rights.
- 23.7 If *you* have consumed gas fraudulently or not in accordance with ~~a~~ Applicable ~~It~~aw, *we* may recover from *you* any amount which *we* reasonably estimate constitutes the amount by which *we* have not charged or undercharged *you*.
- 23.8 The *contract* is governed by the laws of the State of Western Australia.

24. ~~Door-Door-to-Door~~ Contract

Where this contract is a ~~d~~Door-to-~~d~~Door ~~c~~Contract:

~~(a)~~ ~~you~~ have a right, to end ~~the this c~~Contract within the ~~Cooling-off period~~cooling-off period;

~~(b)~~ ~~we~~ will not supply ~~Gas gas~~ to *you* under ~~the this c~~Contract during the ~~c~~Cooling-off ~~p~~Period unless *you* request supply; and

~~(c)~~ *you* must pay *us* for ~~Gas gas~~ supplied and for any services provided in connection with that supply if:

~~(1)~~ ~~e~~-at ~~your your~~ request, ~~Gas gas~~ is supplied to *you* by *us* during the ~~c~~Cooling-off ~~p~~Period; and

~~(2)~~ ~~e~~-*you* exercise ~~your your~~ right to end ~~this c~~Contract during the ~~c~~Cooling-off ~~p~~Period.

25. Interpretation

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

- (a) the singular includes the plural and vice versa; and
- (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; and
- (c) a reference to a person includes a public body, company, or association or body of persons, incorporated or unincorporated; and
- (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; and
- (e) a reference to a clause is a reference to a clause of the *contract*; and
- (f) headings are included for convenience and do not affect the interpretation of the *contract*; and
- (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; and
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow; and
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission; and

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- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind; and
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year; and
- (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; and
- (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.

26. Definitions

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

AGA Code means the Natural Gas Customer Service Code (AG 755-1998) of the Australian Gas Association.

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

basic living needs includes:

- (a) rent or mortgage;
- (b) other utilities (e.g., electricity, phone and water);
- (c) food and groceries;
- (d) transport (including petrol and car expenses);
- (e) childcare and school fees;
- (f) clothing; and
- (g) medical and dental expenses.

Billing-billing Cycle-cycle means the regular recurrent period in which *you* are deemed to receive a bill from *us*.

Business-business customer means a customer who is not a *residential customer*.

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

commencement date is defined in clause 2.1

Consumer-consumer has the meaning given in the Australian Consumer Law, Trade Practices Act 1974 (Cth) or similar State laws such as Fair Trading Act 1987 (WA).

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

Commencement Date is defined in clause 2.1

Cooling-cooling-off period, as it applies to a Door-door-to-Door-door contract, is a period of 10 days from the date the contract was entered into.

Correcting-correcting Refund-refund is defined in clause 9.2

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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 or from *our* website.

Customer Contracts Regulations means the Energy Coordination (Customer Contracts) Regulations 2004 (WA).

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Disconnection ~~disconnection~~ **Warning** ~~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 or for health and safety reasons and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

Door-to-door ~~Door-door~~ **Contract** ~~contract~~ means a standard form contract that is entered into as a result of door to door trading.

Emergency ~~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 ~~Gas Network~~ **gas network** security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

Fees ~~fee~~ means a charge that is not a ~~Standard~~ **standard Tariff** ~~tariff~~.

financial hardship means, if *you are a residential customer*, a state of more than immediate financial disadvantage which results in *you being unable to pay an outstanding amount as required by us without affecting your ability to meet the basic living needs of you or a dependent of yours*.

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Force ~~force~~ **Majeure** ~~majeure~~ **Event** ~~event~~ is defined in clause 22

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Gas Industry Ombudsman means the person approved by the Economic Regulation Authority under section 11ZPZ(1) of the Energy Coordination Act 1994 (WA).

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Gas ~~gas~~ **Network** ~~network~~ means the distribution system used to distribute gas (as described in section 3 of the Energy Coordination Act 1994 (WA)).

Gas ~~gas~~ **Supply** ~~supply~~ **Equipment** ~~equipment~~ is defined in clause 10.1.

Gas Tariffs Regulations means the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

GST means GST as defined in *GST Law*.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (~~Cth~~) as amended from time to time or any replacement or other relevant legislation and regulations.

Heating ~~heating~~ **Value** ~~value~~ is the amount of energy in a given volume of gas, as determined by the *Network Operator* from time to time.

Marketing Code means the Gas Marketing Code of Conduct 2017 ~~04~~.

Medical ~~medical~~ **Practitioner** ~~practitioner~~ means ~~an individual who is registered as a Medical Practitioner under the Medical Act 1994~~ a person who is registered under the Health Practitioner Regulation National Law (WA) Act 2010 (WA) in the medical profession.

Meter ~~meter~~ means the equipment used to measure the volume of gas that *we* supply to *you*, which does not form part of the ~~Gas~~ **gas** (~~Distribution~~) **Network** ~~network~~.

Network Operator means the person who owns and operates the ~~Gas Network~~ **gas network** (as described in section 3 of the Energy Coordination Act 1994 (WA)).

{Note: The *Network Operator* is called the 'gas distribution operator' in the Energy Coordination Act 1994 and other ~~Relevant Regulations~~ **relevant regulations**. This operator is responsible for the ~~Gas Network~~ **gas**



network, which is the system via which gas is delivered to you. We have no control over the Gas Network gas network.)

overcharged amount means any amount we have charged you and you have paid that exceeds the amount you are required to pay under the terms of this contract.

payment difficulties means, if you are a residential customer, a state of immediate financial disadvantage that results in you being unable to pay an outstanding amount as required by us by reason of a change in personal circumstances, including:

(a) sudden and unexpected disability, illness of or injury to you or a dependant of yours;

(b) loss of or damage to property of yours; or

(c) other similar unforeseeable circumstances arising as a result of events beyond your control.

Payment Difficulties and Financial Hardship Policy means the policy that we have developed 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 or from our website.

Payment Plan means a payment option, such as payment by instalments, we offer you according to our *Payment Difficulties and Financial Hardship Policy* if you are having difficulties paying your bill. You can call us or visit our website for more information about *Payment Plans*.

Premises means the address to which gas will be supplied to you under the contract.

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 service centre or from our website.

Relevant Regulations means the regulations that are relevant to this contract and includes the *Customer Contracts Regulations* and the *Gas Tariffs Regulations*.

Relevant Policies means the policies published by us on our website from time to time that are relevant to the contract and includes the our Customer Complaints Policy and Privacy Policy.

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 is eligible to pay the residential standard tariff.

Retail Market Rules means the same as it does in the Energy Coordination Act 1994 (WA).

Standard Tariff means the charge to be paid by you for or in connection with the supply of gas under the *Gas Tariffs Regulations* or such lesser charge that we publish from time to time.

Undercharged Amount is defined in clause 9.2

Unit is a measure of the amount of energy in gas, with one Unit equalling 3.6 megajoules, which is the same as 1 kilowatt-hour or one Unit of electricity.

Your Equipment is defined in clause 10.2.

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