

a few things you need to know

Gas supply

Standard form contract

Terms and conditions

Contents

1	What these terms and conditions are about	4
2	We will sell you gas	4
2.1	Gas supply	4
2.2	Service standards	4
3	You will pay the standard prices	4
3.1	You must pay us a standard price	4
3.2	What are the standard prices?	4
3.3	Which standard price do you pay?	5
3.4	If you are paying the residential price, you must not use gas for a non-residential use	5
3.5	You must also pay fees	5
3.6	We can change the standard prices and the fees	6
4	How we calculate the amount of gas you have used	6
4.1	Measuring gas	6
4.2	Meter reading	6
4.3	You can ask for a meter test	7
5	We can base your bill on estimates of your gas use	7
6	How we will bill you	8
6.1	When bills are issued	8
6.2	Bill Contents contents	8
7	Paying your bill	9
7.1	You must pay your bill	9
7.2	Instalment payments	9
7.3	If you don't pay your bill	10
7.4	If you are having trouble paying	10
7.5	Interest rate	11
8	If we undercharge or overcharge you	11
8.1	Undercharging	11
8.2	Overcharging	12
9	Information available to you	12
10	Things you must tell us	13
11	Things you must not do	13
12	Complaints	13
13	Network equipment and your equipment	13
14	You must allow access to the supply address	14
15	Moving into the supply address	14
15.1	New gas connection	14
15.2	Existing gas connection	15
15.3	Security	16
16	Moving out of the supply address	18
17	If things happen beyond your control	18

18	If things happen beyond our control	18
19	We can change these terms and conditions	19
19.1	How we can change these terms and conditions	19
19.2	If you don't like the changed terms and conditions	19
20	When your gas can be turned off, and when it will be turned on again	19
20.1	Unpaid bills	19
20.2	Not allowing access to the meter	20
20.3	Emergencies	21
20.4	Health or safety reasons	21
20.5	Legal requirement	22
20.6	Planned maintenance	22
20.7	Unauthorised use of gas	22
20.8	Refundable advance	23
21	When your gas cannot be turned off	23
22	If you have been disconnected, the meter can be removed or physically disconnected	24
23	When your gas will be turned back on	24
24	Ending the contract	25
24.1	You can end the contract	25
24.2	We can end the contract	25
24.2A3	When we cannot end the contract	25
24.34	When the contract ends	26
24.45	What happens when the contract ends	26
25	You must not assign the contract	26
26	We can assign the contract	26
27	Duration	27
28	Privacy	27
29	Protection for us [Exclusion clause]	27
30	Network Operator	28
31	Interpretation	28
31.1	Definitions	28
31.2	How we publish things	31
31.3	Simple English	31
31.4	Other rules of interpretation	32
31.5	Miscellaneous	33
32	Contact details	34

1 What these terms and conditions are about

These are the terms and conditions of the legally binding *contract for us to sell you gas at the supply address, and for you to pay us for that gas.*

These terms and conditions set out *our* rights and obligations and *your* rights and obligations regarding that sale.

[Note: In this document *we* use italics to show *you* that some terms are defined in clause 31].

2 We will sell you gas

2.1 Gas supply

We will sell *you* gas on these terms and conditions.

You can use as much gas as *you* want. The size of the *meter* limits the rate at which *you* can use gas. This is unlikely ever to be a problem for *you*, but if it is, *we* can arrange [sometimes at extra cost to *you*] to have a larger *meter* installed.

These terms and conditions allow *us* to arrange for *your* gas supply to be turned off or reduced in some situations.

2.2 Service standards

We will supply gas to *you* in accordance with the standards of service set out in:

~~[a]—our customer charter; and~~
~~[b]—relevant regulations and relevant codes.~~

3 You will pay the standard prices

3.1 You must pay us a standard price

You must pay us a standard price for gas we supply to you under the contract.

3.2 What are the standard prices?

There are two types of standard price: a residential price and a non-residential price.

In addition, there is a different residential price and non-residential price for each of:

- [a] the Coastal area [this extends from Geraldton to Busselton and includes Perth]; and
- [b] the Albany area; and
- [c] the Kalgoorlie-Boulder area.

A standard price can include a fixed component and a usage component that consists of a number of “steps”, where the cost of gas changes depending on how much gas you use.

The fixed component and the steps of the usage component will be listed when we publish the standard price [see clause 31.2 about how we publish things].

A standard price will be no more than the maximum price permitted by the Gas Tariffs Regulations.

3.3 Which standard price do you pay?

Your bill will show which price you are paying.

Unless you qualify to pay the residential price, you must pay the non-residential price.

To qualify to pay the residential price, the supply address must be a “dwelling”, and you must use your gas only for residential use. We can decide whether you qualify to pay the residential price.

A “dwelling” is a house, flat, home unit or other place of residence.

~~[Under the Gas Tariffs Regulations, a residential price will be payable for a supply address which is not a dwelling if the gas supplied to the supply address is separately metered and is solely for residential use.]~~

3.4 If you are paying the residential price, you must not use gas for a non-residential use

If you are paying the residential price, you must not use gas for any non-residential use [for example, in a business or for commercial purposes] without giving us reasonable notice.

We can apply the non-residential price to you from the time you use gas for a non-residential use.

If you don't give us reasonable notice of a non-residential use, we can backdate the non-residential price to the start of the non-residential use [up to a maximum of 12 months].

3.5 You must also pay fees

You must pay any fees which apply to you, in addition to the standard price.

We can charge you the following fees:

- [a] account ~~application~~ establishment; and
- [b] credit card payment; and
- [c] dishonour; and
- ~~[d]—clean energy charge; and~~
- ~~[e]—retail market levy; and~~
- [f] account administration service; and
- ~~[g]—bill copy; and~~
- [h] meter testing [see clause 4.3]; and
- [i] overdue notices [see clause 7.3]; and
- [j] final meter readings [see clauses 4.2 and 16]; and
- [k] turning off your gas in some circumstances [see clauses 20.1, 20.2, 20.4 and 20.7]; and
- [l] turning your gas back on in some circumstances [see clauses 20.1, 20.2, 20.4, 20.7 and 20.8]; and
- [m] removing or physically disconnecting the meter [see clause 22]; and
- [n] replacing or physically reconnecting the meter [see clause 22]; and
- [o] gas connection works services; and
- [p] other non-standard connection costs.

We can charge other fees as well. If we charge a fee not listed in this clause, we will publish it.

We will publish the fees and any variations [see clause 31.2 about how we publish things].

3.6 We can change the standard prices and the fees

We can change any standard *price* or *fee*, and add new *fees* or remove *fees*, from time to time [in accordance with the *Gas Tariffs Regulations*]. When we do so, we will *publish* the changed *price* or *fee*, or the new *price* or *fee*, and the date from which the change commences [see clause 31.2 about how we *publish* things].

The *price* or *fee* will change on the *published* date.

4 How we calculate the amount of gas you have used

4.1 Measuring gas

The *meter* measures the volume of gas *you* use, but we will bill *you* according to the amount of energy in gas *you* use. [Volume is measured in cubic metres or cubic feet; energy is measured in *units*.]

Because gas is a naturally occurring substance, the amount of energy in a given volume of gas [called the “heating value”] changes from time to time. The *network operator* measures the *heating value* of gas at a number of places on the gas network, and we ~~will~~ use those measurements to calculate the *heating value* of gas *you* use. Then, we ~~will~~ use that calculated *heating value* to convert the *meter*’s volume reading into an energy value, measured in *units*.

We may also calculate consumption through the measurement of gas from a master meter and utilise other measurement devices to calculate bills for individual usage of ~~a product~~ gas [where required].

4.2 Meter reading

~~We will ensure that~~ the network operator will read the your meter is read at the your supply address approximately once every 3 months and at least once every 12 months.

You are able to request a special meter reading – which involves your meter being read outside of this regular schedule. However, we ~~will~~ can charge you an additional meter reading fee for this.

You must provide us or the network operator with safe and unhindered access to your meter to perform the meter reading.

~~, subject to an inability to read the meter or you performing and us accepting [at our discretion] a customer meter read.~~ The reading on *your meter* is conclusive evidence of the volume of gas *you* have used, unless there is a metering inaccuracy.

If we or the *network operator* find that the *meter* is inaccurately measuring the volume of gas *you* use, we can arrange for the *meter* to be changed. There is no *fee* for this change.

Subject to an inability to read Where we or the Nnetwork Operator are unable to read the meter (for example because we or the network operator were not given access) we may request you perform a customer meter read in order to prepare your bill.

4.3 You can ask for a meter test

You can ask to have *your meter* tested, to ensure it is measuring accurately. If it is measuring accurately, *you* must pay a *meter testing fee*. If it is not measuring accurately:

[a] *you* do not need to pay a *meter testing fee*; and

[b] the *network operator* will decide whether the *meter* needs to be repaired or replaced; and

[c] clause 8 explains how we will deal with any undercharging or overcharging caused by the inaccurate *meter*.

There is no *fee* for having an inaccurate *meter* repaired or replaced, unless *you* have damaged or interfered with the *network equipment*.

[By “accurate”, we mean measuring at least as accurately as the law requires.]

We will try to respond to *your* request for a *meter* test within seven [7] *business days*.

5 We can base your bill on estimates of your gas use

If we don’t have an actual *meter* reading available in time to prepare *your* bill [for example, if it wasn’t possible to access *your meter* to read it, or *you* are leaving the *supply address* and need a final bill immediately], we can use estimates of the volume of gas *you* use based on either:

[a] *your* prior billing history; or

[b] if *you* have no prior billing history, *our* estimate of the average gas use:

[i] at the *price* *you* are paying; or

[ii] for *your* type of *meter*; or

[iii] at the *supply address*.

If we use estimates in *your* bill:

[c] we will say on *your* bill that we have done so; and

[d] the estimates will be calculated using the methods set out in the *retail market rules*; and

[e] except in the case of a final bill, we will adjust *your* bill if an actual *meter* reading subsequently becomes available.

If we use estimates in *your* bill because it wasn’t possible to access *your meter* and later *you* request us to replace *your* bill with a bill based upon an actual *meter* reading, we will do so if *you* allow us to access *your meter* and if *you* pay us ~~a reasonable charge~~ the relevant meter reading fee.

Wherever the *contract* refers to a *meter* reading, it includes an estimation under this clause.

6 How we will bill you

6.1 When bills are issued

We can decide how often we bill *you*. It will normally be either [approximately] once every three [3] months or once every month, unless we agree to a longer billing period with you.

We can change how often we bill *you*.

6.2 Bill Contentscontents

Unless you agree otherwise with us, Each each bill will showinclude the following information:

- [a] the dates of the *meter* readings at the start and end of the billing period or the dates over which a volume of gas has been estimated; and
- [b] the *meter* reading at the end of the billing period or estimated volume of gas *you* have used during the billing period; and
- [c] the actual or estimated number of *units* of gas *you* used during the billing period; and
- [d] [the number of days covered by the bill; and](#)
- [de] the average daily cost of gas consumption, [including charges ancillary to the consumption of gas](#); and
- [ef] the average daily consumption; and
- [fg] the *price* or *prices* which applied to *you* for the billing period; and
- [gh] the amount of any other *fees* or charges and details of the service provided; and
- [hi] the interest rate *we* have charged on any outstanding amounts; and
- [ij] the *meter* number or property number; and
- [k] [the Meter Installation Reference Number or "MIRN"; and](#)
- [jl] the amount ~~payable or in credit~~[due](#) for the billing period; and
- [m] [any amounts in arrears or credit; and](#)
- [kn] the due date, which will be at least 12 *business days* after the date of the bill; and
- [ko] a summary of [the applicable](#) payment methods, and instalment payment options available to *you* under clause 7.2; and
- [mp] ~~our~~ contact telephone number for billing and payment enquiries; and
- [nq] the [network operator's](#) 24-hour ~~contact~~ telephone number for faults and emergencies; and
- [er] the *supply address* to which the bill relates and any relevant mailing address; and
- [ps] *your* name and *your* account number; and
- [qt] [if *you* are paying the residential *price*], [information on how you may find out the details of, and your eligibility for, any concessions and, if applicable, the value and type of any concessions that we administer that we or the government offer, how you may find out if you are eligible for such concessions and the value of any concessions provided to you](#); and
- [ru] the ~~availability of~~ [telephone numbers for](#) interpreter [and teletypewriter \(TTY\)](#) services; and
- [sv] the availability, upon payment by *you* of a charge, of an *Economic Regulation Authority* approved *meter* accuracy test and the refund of the testing charge to *you* if the *meter* is found to favour *us* by more than allowable in the relevant distribution standards; and
- [tw] ~~our~~ [contact](#) telephone number if *you* are experiencing [financial difficulties/problems paying your bill](#); and
- [x] [our telephone number for complaints; and](#)
- [uy] the details of any *refundable advance*; and
- [vz] the contact details for the *Energy Ombudsman*; [and](#)
- [aa] [if applicable and not included on a separate statement, any payments made under an instalment plan and the total amount outstanding under the instalment plan.](#)

We will itemise *prices, fees, charges* or adjustments and any *refundable advances* separately in each bill.

If *we* provide any additional goods or services to *you* and *we* choose to include them in *your* bill, *we* will itemise the charges for such goods or services separately together with a description of those goods or services, and:

- [w] if *you* tell *us* how *you* wish to apply any payments received from *you* for the goods or services – *we* will apply those payments in accordance with *your* wishes; or
- [x] otherwise – *we* will apply those payments, to the *prices, fees, charges* or adjustments in clauses 6.2[fg] and 6.2[gh], before allocating the payments to the goods or services.

If such goods or services include electricity, *we* will apply those payments equally to the electricity charge and the *prices, fees, charges* or adjustments in clauses 6.2[fg] and 6.2[gh], before allocating the payments to any other goods or services.

7 Paying your bill

7.1 You must pay your bill

For each bill, *you* must pay the full amount payable by the due date. *We* will give *you* options as to how *you* can pay *your* bill. The bill will show the options available, which [may](#) include:

- [a] paying in person; ~~and~~
- [b] paying by mail; ~~and~~
- [c] paying by direct debit; ~~and~~
- [d] paying by BPay; ~~and~~
- [e] [for residential customers, paying by Centrepay; and](#)
- [fe] ~~{for residential customers}~~ paying by credit card [or debit card](#) over the telephone and online.

[We will not accept any alternative payment methods unless they have been specified on your bill or agreed by us with you in writing.](#)

7.2 Instalment payments

If *you* are paying the residential *price*, *you* may [wish-request](#) to pay *your* bill by instalments:

- [a] in advance towards *your* next bill; or
- [b] for amounts *you* owe to *us* [including ~~disconnection and reconnection~~ [any relevant fees](#)] and [for](#) continuing gas use.

If *you* are going on holidays or will be away from home for a long period *you* may [wish-request](#) to pay *your* bill in advance or redirect *your* bill to another address.

We may also offer *you* instalment plans or other payment options:

- [c] generally; or
- [d] as an alternative to *you* paying a *refundable advance*.

You must contact us [if you wish to request](#) to use any of the above options.

We will consult with you as to the details of your instalment plan, in accordance with the *customer service code*.

If you have had two instalment plans cancelled in the previous 12 months due to non-payment, we do not have to offer you another instalment plan unless you give us reasonable assurance that you will comply with it.

7.3 If you don't pay your bill

If you don't pay the full amount payable by the due date [on your bill](#):

- [a] we can charge you interest on the amount you haven't paid [clause 7.5 explains how we set the interest rate]; and
- [b] we can turn off your gas [clause 20.1 explains how we can turn off your gas in this case]; and
- [c] we can charge you a fee for each overdue account notice we send to you; and
- [d] we can shorten your billing cycle, which means you may have to pay your bills more frequently. Once on a shortened billing cycle, if you pay three consecutive bills by the due date of each bill, you can request to be placed back on your original billing cycle.

If you pay by cheque and the cheque is dishonoured or reversed [these are often called "bounced"], and as a result we have to pay bank fees, you must reimburse us for those fees and also pay us [an administration dishonour fee](#).

If you still haven't paid your bill in full after two [2] overdue notices, we can refer your debt to a debt collection agency. If we do, you must pay the agency's fees and any reasonable legal costs incurred in recovering your debt.

[We will not commence proceedings to recover your debt if:](#)

- [\(a\) You have advised us that you are experiencing payment difficulties or financial hardship and we have not complied with our obligations to assess you for payment difficulties or financial hardship; or](#)
- [\(b\) You are assessed as having payment difficulties or financial hardship and we have not offered you additional time to pay or an alternative payment arrangement; or](#)
- [\(c\) You continue to make the required payments under an alternative payment arrangement agreed by us with you in writing.](#)

7.4 If you are having trouble paying

If you are having trouble paying your bills, you should let us know as soon as possible. [You can write to us, call our Customer Service Centre, or email us.](#) Our contact details appear in clause 32 and [will appear are included](#) on each bill.

Within [five \[35\] business days](#) of you informing us that you are having trouble paying your bill, we will assess your situation and if we consider that you are experiencing payment difficulties or financial hardship, we will then offer you the following options:

- [a] [an instalment plan options that are is](#) interest-free and fee-free under clause 7.2; and
- [b] [additional time to pay your bill; and.](#)

[If you are assessed as being in financial hardship, we will also advise you of:](#)

- [c] the right to have your bill redirected to a third person [at no charge](#); and
- [d] [the payment methods available to you; and](#)
- [~~e~~] information about [government financial](#) assistance programs, [grant schemes or and](#) concessions; and
- [f] [different types of tariffs available to you; and](#)
- [g] information about independent financial counselling services and other relevant consumer representative organisations available to you.

[In addition to the above options, we may also choose to offer you another arrangement which gives you additional time to pay your bill or to pay any amounts you owe to us \[including any disconnection and reconnection fees\] and enables you to continue to use gas.](#)

[If we cannot make the assessment within five \[5\] business days, we will refer you to a relevant consumer representative to make the assessment.](#)

If you [inform us you are experiencing payment problems and you](#) request us to temporarily suspend all debt recovery and disconnection procedures, and you [can demonstrate to us that you have made make](#) an appointment with a relevant customer representative organisation to assess your capacity to pay, then we will temporarily suspend action for at least 15 *business days*.

7.5 Interest rate

The interest rate you pay on amounts you haven't paid us will be the standard interest rate we publish for customers paying the standard price you pay. We can change the standard interest rates from time to time, and when we do we will publish the change [see clause 31.2 about how we publish things].

[The interest rate will be three [3] percentage points above the quoted rate for a one [1] month bank bill quoted by one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank Limited.]

8 If we undercharge or overcharge you

8.1 Undercharging

If we undercharge you because of an error, including a meter error, then we can ask you to make a correcting payment, but:

- [a] the correcting payment will only relate to errors for [at most] the 12 months before your most recent bill; and
- [b] we will show the correcting payment as a separate item in your bill, with an explanation; and
- [c] we will not charge you interest on the correcting payment.

You can pay the correcting payment by instalments under clause 7.2. We will not charge you interest on these instalments.

Clause 20.7 explains what happens if we undercharge you because of fraud, or because you have breached the contract [for example, by bypassing the meter].

8.2 Overcharging

If we overcharge you then:

- [a] ~~if the correcting refund is \$100 or more we will tell you within ten [10] business days after we discover the overcharging, else otherwise we will notify you on your next bill;~~ and
- [b] we will give you a correcting refund; and
- [c] we will not pay you interest on the correcting refund.

You can choose whether we make the correcting refund as:

- [d] a credit to your account; or
 - [e] a payment to you; ~~or~~
 - ~~[f] a payment to someone else [if you tell us who, in writing];~~
- ~~and, if we receive your instructions within five [5] business days, we will pay the amount in accordance with your instructions within 12 business days of receiving those instructions.~~

~~If we do not receive instructions from you within five [5] business days, except where the amount of a correcting refund is less than \$45, in which case we will automatically credit the amount to your account.~~

~~If you owe a debt to us, provided you are not experiencing payment difficulties or financial hardship we may, with written notice, use the amount to set off the debt owed by you to us.~~

9 Information available to you

If you request it, we will ~~supply advise how you with can obtain~~ a copy of:

- ~~[a] our customer charter; or~~
- [ba] the Energy Coordination [Customer Contracts] Regulations 2004 or any relevant code; or
- [eb] the fees and prices payable under the contract; or
- [ec] information about how you can use energy more efficiently; or
- [ed] your billing data for the previous two [2] years [you may also request billing data for the period prior to this time subject to a reasonable charge]; or
- [fe] ~~contact details for finding~~ information about government assistance programs or financial counselling services [see clause 7.4 above]; or
- [fg] ~~information on the types of concessions available to you and contact details of the organisation responsible for administering those concessions; or~~
- [hf] information about our complaints handling process and how to contact the Energy Ombudsman if you are not satisfied with our handling of your complaint [see clause 12 below]; or
- [ig] a combination of any or all of the above.

~~Unless a law or our trading licence requires us to provide the information free of charge, we can ask you to pay a reasonable charge.~~

~~If you request it, we will supply you with a copy of our hardship policy at no charge.~~

10 Things you must tell us

You must tell us as soon as possible:

- [a] if there is a change in the person responsible for paying your bills; or
- [b] if there is a change in your billing address or contact details; or
- [c] if you change the way you use gas [for example, if you are paying a residential price and wish to use gas for a non-residential use]; or
- [d] if you change something at the supply address which makes our access to the meter more difficult; or
- [e] if you are planning a change to your equipment which might affect the quality or safety of any gas supply to you or anyone else; or
- [f] if you become aware of any gas leak or other problem with the network equipment, at or reasonably close to the supply address.

11 Things you must not do

You must not tamper with or bypass the meter; or allow anyone else to do so.

You must not, without our permission, turn your gas back on at the meter if it has been turned off by us or the network operator.

12 Complaints

You may make a complaint to us about anything we have done or have failed to do.

We will manage any complaint made by you in accordance with the Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organizations.

You may make a complaint to us about anything we have done or have failed to do.

~~If we receive a written complaint from you, we will:~~

- ~~[a] acknowledge your complaint by telephone, email or other form of written correspondence within ten [10] business days; and~~
- ~~[b] respond to your complaint by telephone, email or other form of written correspondence within 20 business days.~~

~~If you are not satisfied with our response, you can raise the complaint to a higher level within our organisation.~~

~~If you are not satisfied with our handling of your complaint, you may refer the complaint to the Energy Ombudsman.~~

13 Network equipment and your equipment

We, or the network operator, in accordance with the relevant regulations and relevant codes, will provide, install and maintain network equipment at your supply address. In particular, we or the network operator will install and maintain the meter, including the necessary ancillary equipment at the supply address, taking into account your wishes.

All equipment located after [downstream of] the point where gas leaves the *meter* at *your supply address* that is used to transport, control or consume gas is *your equipment* [except any *network equipment*].

You must:

- [a] inspect and look after *your equipment*; and
- [b] keep *your equipment* in good working order and good condition; and
- [c] not let anyone other than a certified gas installer *work* on *your equipment*; and
- [d] protect *network equipment* from damage and interference; and
- [e] not use gas in a way that interferes with *network equipment* or with the supply of gas to anyone else, or in a way that causes loss to anyone else.

14 You must allow access to the supply address

You must let us or the *network operator* have safe and unrestricted access to the *supply address* when we or the *network operator* need it:

- [a] to read the *meter*; or
- [b] to inspect or *work* on any *network equipment*; or
- [c] to turn ~~off your~~ gas supply ~~off or on if we or the network operator think it necessary~~; or
- [d] to inspect *your equipment* [although we are under no obligation to do so]; or
- [e] ~~[at any reasonable time]~~ for any other reason having to do with the *contract*.

We must give you notice before we or the *network operator* come onto the *supply address*, except:

- [f] for a routine *meter* reading or *meter* replacement; or
- [g] in an emergency; or
- [h] if we suspect gas is being used illegally at the *supply address* [for example, if we suspect that you are bypassing *your meter*].

Subject to *relevant regulations* and *relevant codes*, we will usually give you at least 24 hours' notice before we or the *network operator* come onto the *supply address* ~~for the reasons specified in paragraphs [a] – [e] above to perform work on the meter~~ [except for planned maintenance, where we will give you at least ~~five-four~~ [54] days' notice].

A person coming onto the *supply address* on our behalf must show you official identification that ~~he or she is~~ they are our agent.

15 Moving into the supply address

15.1 New gas connection

You must apply to us before we will supply gas to a *supply address* without an existing connection. We do not have to supply gas to you unless:

- [a] adequate gas supply is available [at the required volume and pressure] at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] any notices of installation or completion concerning your equipment is provided by you to us if we request it; and
- [ed] a *meter* is installed at the *supply address* and available for our use and you let us or the *network operator* [as applicable] have access to the *supply address* under clause 14; and
- [de] any other requirements under *relevant regulations* are met.

If the above conditions are met, we will do our best to arrange for the *network operator* to connect you to a new gas connection at a ~~new~~ supply address within 20 *business days* or at another time agreed with you, where:

- [e] you have applied [in person, by telephone or in writing] and provided us with acceptable identification; and
- [f] if the *supply address* is a rental property, you have provided us with contact details of the property's owner or agent; and
- [g] you have agreed to pay all relevant *prices* and *fees*; and
- [h] you have provided us with contact details for billing; and
- [i] you have provided *security* if we have required it [see clause 15.3 ~~below~~]; and
- [j] you have no outstanding debt relating to the supply of gas by us [other than debt which is either the subject of a dispute or for which we have agreed to an alternative payment plan with you]; and
- [k] you have arranged for us to be provided with any notices and other information that we have requested; and
- [l] you have let us or the *network operator* [as applicable] have access to the *supply address* under clause 14.

We will charge you for gas used at the *supply address* from the date ~~gas is turned on~~ gas is connected to the meter installation at the *supply address*.

15.2 Existing gas connection

You must apply to us before we will supply gas to a *supply address* with an existing connection. We do not have to supply gas to you unless:

- [a] adequate gas supply is available [at the required volume and pressure] at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] a *meter* is installed at the *supply address* and available for our use and you let us or the *network operator* [as applicable] have access to the *supply address* under clause 14; and
- [d] any other requirements under *relevant regulations* are met.

If the above conditions are met, we will, unless agreed otherwise with you, forward your connection request to the *network operator* where:

- [e] you have applied [in person, by telephone or in writing] before 3pm on a *business day*, that same day, or the next *business day* if the request is received by us after 3pm or on a Saturday, Sunday or public holiday; and
- [f] you have provided us with acceptable identification; and
- [g] if the *supply address* is a rental property, you have provided us with contact details of the property's owner or agent; and

- [h] *you* have agreed to pay all relevant *prices* and *fees*; and
 - [i] *you* have provided *us* with contact details for billing; and
 - [j] *you* have provided *security* if *we* have required it [see clause 15.3 ~~below~~]; and
 - [k] *you* have no outstanding debt relating to the supply of gas by *us* [other than debt which is the subject of a dispute or for which *we* have agreed an alternative payment plan with *you*]; and
 - [l] *you* have arranged for *us* to be provided with any notices and other information that *we* have requested; and
 - [m] *you* have let *us* or the *network operator* [as applicable] have access to the *supply address* under clause 14.
- We* will arrange for *you* to be connected in accordance with the standards maintained by the *network operator*.

We can ask *you* to pay for all gas used at the *supply address* since the final *meter* reading was taken [clause 16 explains when the final *meter* reading is taken].

If *we* don't do a final *meter* reading on the day the previous customer moved out, *we* will estimate how much gas *you* used and how much the previous customer used. *We* will try to share the cost of gas between *you* and the previous customer:

- [n] so that *you* and the previous customer each pay a fair share; and
- [o] so that *we* don't overcharge or undercharge *you*.

15.3 Security

We can require *you* to provide *us* with adequate *security* against *your* future gas bills before connection to supply or continuation of supply.

We will only require *security* where:

- [a] *you* are a customer new to a *supply address* and do not have a satisfactory established account payment record in the same name at another *supply address*; or
- [b] *you* are a customer new to a *supply address* and do not have an acceptable credit reference; or
- [c] *your* gas has been turned off in accordance with clause 20.1, under the *contract* or a previous contract.

We may require the *security* as either or both:

- [d] a *payment deduction authority* for *us* to deduct payment for bills from *your* nominated credit card or bank account; or
- [e] a *refundable advance*.

The amount of the *refundable advance* shall be no greater than 1.5 times the average bill if *you* are on quarterly billing, and 2.5 times the average bill if *you* are on monthly billing. Average billing shall be calculated with reference to the consumption of similar customers or business types.

Where the *refundable advance* is an amount of money, the *refundable advance* will be kept in a separate account and separately identified in *our* accounting records. Interest will accrue on the *refundable advance* at the bank bill rate [as defined in the *relevant regulations*]. Interest will accrue daily and will be capitalised every 90 days.

We will only use the *refundable advance* [plus any accrued interest] to offset any amount *you* owe to *us*:

- [f] if *you* have failed to pay a bill resulting in gas being turned off at *your supply address*; or
- [g] if *you* do not pay *your* final bill; or
- [h] if *you* have failed to pay a bill but *we* agree to use the *refundable advance* to avoid the need to turn *your* gas off; or
- [i] at *your* request if *you* are vacating the *supply address* or *you* ask *us* to turn gas off at the *supply address*; or
- [j] to offset any amount *you* owe *us* if *you* transfer to another gas supplier.

Where *we* use the *refundable advance* in accordance with this clause, *we* will provide *you* with an account of its use and pay the balance [if any] of the *refundable advance* together with remaining interest to *you* within ten [10] *business days*.

Where *you* have provided a *refundable advance* as *security* in accordance with this clause and *you* have completed two [2] years of payment of *our* bills by the due date of the initial bill *we* will, within ten [10] *business days*, inform *you* of the amount of the *refundable advance* including any interest payable and use this to credit *your* account unless otherwise instructed by *you*.

16 Moving out of the supply address

If *you* move out of the *supply address* *you* must:

- [a] give *us* at least five [5] *days'* notice; and
- [b] give *us* an address where the final bill can be sent.

We will take a final *meter* reading and then issue *you* with a final bill. *We* can charge *you* a *fee* for doing this.

If *you* leave the *supply address* and a new customer enters into a contract for that *supply address*, *you* will not be required to pay for any gas supplied after the new customer becomes obliged to pay for gas.

If *we* don't read the *meter* on the day *you* move out, *we* will estimate as per clause 5 how much gas *you* used and how much the next customer used. *We* will try to share the cost of gas between *you* and the next customer:

- [c] so that *you* and the next customer each pay a fair share; and
- [d] so that *we* don't overcharge or undercharge *you*.

If *you* give *us* at least five [5] *days'* notice before *you* move out, *we* will not ask *you* to pay for gas supplied from the day *you* move out.

If *you* don't give *us* at least five [5] *days'* notice before *you* move out, *we* can ask *you* to pay for gas used at the *supply address* for up to five [5] *days'* after *you* have notified *us* that *you* have moved out. If *you* are forced to move out [for example, by eviction] with less than five [5] *days'* notice, and *you* let *us* know immediately, *we* will not ask *you* to pay for gas used at the *supply address* beyond the period of notice *you* were given.

17 If things happen beyond your control

You must pay *your* bill by the due date shown on the bill, even if something happens which is beyond *your* control.

Otherwise, if something beyond *your* control happens which makes *you* breach the *contract*:

- [a] *you* must tell *us* immediately; and

[b] we will excuse that breach for as long as the thing beyond *your* control lasts.

18 If things happen beyond our control

If something beyond *our* control happens which makes *us* breach the *contract*, *you* must excuse that breach for as long as the thing beyond *our* control lasts.

Because *we* don't operate the gas distribution network [clause 30 explains this further], one of the things which can happen beyond *our* control is that the *network operator* doesn't transport gas. *We* will use *our* contract with the *network operator* to try to make sure that this does not happen.

19 We can change these terms and conditions

19.1 How we can change these terms and conditions

We can change these terms and conditions without *your* consent [although before *we* can do this *we* must submit the changes for approval by the *Economic Regulation Authority* in accordance with *relevant regulations*].

We will *publish* the changed terms and conditions and the date from which the change commences [see clause 31.2 about how *we publish* things]. The terms and conditions will change on the *published* date.

19.2 If you don't like the changed terms and conditions

If *you* don't agree to the changed terms and conditions of the *contract*, *you* can end the *contract*. Clause 24 explains how to do that.

20 When your gas can be turned off, and when it will be turned on again

20.1 Unpaid bills

We can turn off *your* gas [or arrange for the *network operator* to turn off *your* gas] if:

[a] *you* haven't paid *your* bill for this *supply address* [or *for* any previous *supply address*] in full by the due date shown on the bill; and

[b] *we* haven't agreed to an alternative payment plan for the amount *you* owe *us*; or

[c] *we* have agreed to an alternative payment plan for the amount *you* owe *us* but *you* don't keep to that plan.

Your gas cannot be turned off if the unpaid amount of *your* bill:

[d] [is for our supplying or installing an appliance; or is less than the amount approved and published by the Economic Regulation Authority in accordance with the customer service code and you have agreed with us to repay the amount outstanding; or](#)

[e] is less than *your* average bill over the past 12 months and *you* have agreed with *us* to repay the amount *outstanding*; or

[f] doesn't relate to the supply of gas but relates to some other good or service.

Before *your* gas can be turned off for non-payment of a bill, *we* will:

[g] give *you* [in writing]:

[i] a "reminder notice" at least 14 *business days* after the date the bill was issued, advising that payment is overdue and requiring *you* to pay by a specified date [which will be at least 20 *business days* after the date the bill was issued]; and

[ii] if *you* then fail to pay by the date specified in the reminder notice, a "disconnection warning notice" at least 22 *business days* after the date the bill was issued, requiring *you* to pay by a specified date [which will be at least [ten \[10\] business days](#) after the date of the disconnection warning notice]; and

[h] do *our* best to contact *you* [in person, by telephone, by *electronic means* or in writing]; and

[i] if *you* are paying the residential *price*:

[i] offer *you* an alternative payment plan; and

[ii] give *you* the information required in clause 6.2[[et](#)]; and

[j] if *you* are not paying the residential *price*, offer *you* terms for an extension of time to pay beyond the original due date shown in the bill [which may include payment of interest].

We will not turn off *your* gas [or arrange for the *network operator* to turn off *your* gas] unless *you* have not accepted an offer under clauses 20.1[i][i] or [j], or *you* accept an offer but don't take any reasonable action towards settling the debt within the time specified in the offer.

We will comply with the *customer service code* when *we* turn off *your* gas [or arrange for the *network operator* to turn off *your* gas].

We can charge *you* a fee for turning off [or arranging for the *network operator* to turn off] *your* gas.

If *your* gas is turned off for this reason and *you* either pay the amount due in full or agree to an alternative payment plan [within ten \[10\] business days after your gas is turned off](#), *we* will turn *your* gas back on [or arrange for the *network operator* to turn *your* gas back on].

We can charge *you* a fee for turning *your* gas back on [or for arranging for the *network operator* to turn *your* gas back on].

20.2 Not allowing access to the meter

If *you* don't give *us* or the *network operator* safe and unrestricted access to the *supply address* to read the *meter*, *we* can turn off *your* gas [or arrange for the *network operator* to turn off *your* gas]. Before *your* gas is turned off for this reason:

[a] *we* or the *network operator* will try to access the *meter* [or to obtain a reading of the meter for the purposes of issuing](#) at least three [3] consecutive *meter readings/bills*; and

[b] prior to issuing a disconnection warning notice under clause 20.2(e), each time *we* or the *network operator* can't get access *we* will give *you* in writing five [5] *business days* notice:

[i] advising of the next date or timeframe of a scheduled *meter* reading at the *supply address*;

[ii] requesting access to the *meter* and the *supply address* for the purpose of the scheduled *meter* reading; and

- [iii] advising you of our ability to arrange disconnection of your gas if you fail to provide access to the meter; and
- [c] we will give you a chance to give us or the network operator access by some other reasonable means; and
- [d] we will use our best endeavours to contact you personally, by telephone or in writing; and
- [e] we will give you a written disconnection warning notice advising you that your gas will be turned off on a day that is at least five [5] business days after you are deemed to have received the disconnection warning notice.

We can charge you a fee for turning off your gas or arranging for the network operator to turn it off.

If your gas is turned off for this reason and you provide access to the meter within ten [10] business days after your gas is turned off, we will turn your gas back on [or arrange for the network operator to turn your gas back on]. We can charge you a fee for turning your gas back on [or for arranging for the network operator to turn your gas back on].

20.3 Emergencies

We can always turn off your gas [or arrange for the network operator to turn off your gas] without giving notice to you in an emergency, or if necessary to reduce the risk of fire or to comply with a law, including 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 which destroys or damages, or threatens to destroy or damage, any property.

In this case, you can get information on the nature of the emergency and an estimate of when gas supply is likely to be restored by contacting the network operator's 24 hour emergency line.

We will try to turn your gas on [or arrange for the network operator to turn your gas on] again as soon as possible [and in any case, within two [20-2] business days after the situation has been rectified] of the emergency ceasing to exist.

Nothing in the contract limits our statutory powers in relation to emergencies and safety.

20.4 Health or safety reasons

We can always turn off your gas [or arrange for the network operator to turn off your gas] for health or safety reasons, but before your gas is turned off for this reason, except in an emergency as described in clause 20.3, we will:

- [a] notify you in writing of the reason; and
- [b] if we think you can fix the reason, we will give you five [5] business days to fix or remove the reason; and
- [c] if the reason remains after that five [5] business day period, we will give you a written notice advising you of our intention to disconnect your gas on a day that is a further five [5] business days after you are deemed to have received the written disconnection notice.

We can charge you a fee for turning off [or arranging for the network operator to turn off] your gas if the problem is your fault or is in your equipment.

If we or the network operator have turned your gas off, after we are satisfied that you have fixed the problem, we will try to turn your gas on [or arrange for the network operator to turn your gas on] again as soon as possible [and in any case, within 20 business days after the situation has been rectified].

We can charge you a fee for turning your gas back on [or for arranging for the network operator to turn your gas back on] if the problem was your fault or was in your equipment.

20.5 Legal requirement

We can turn off your gas [or arrange for the network operator to turn off your gas] for a period of time without notice to you, if required by law to do so. In this case, or if we ask you to use less gas or stop using gas, you must do as we ask.

We will do our best to turn on your gas [or arrange for the network operator to turn on your gas] again as soon as possible.

20.6 Planned maintenance

We can turn off or interrupt your gas supply [or arrange for the network operator to turn off or interrupt your gas supply] when it is necessary for the network operator to carry out work on the gas network. We will use our best endeavours to ensure that any such interruptions to supply are minimised. Subject to any relevant regulations, we will give you at least four [4] days' notice before interrupting or disconnecting your gas supply due to planned work on the gas network.

We will do our best to restore your gas supply [or arrange for the network operator to restore your gas supply] as soon as reasonably practicable [and in any case within 20 business days after the situation that caused your gas to be turned off has been rectified].

20.7 Unauthorised use of gas

We can turn off your gas [or arrange for the network operator to turn off your gas]:

- [a] if you commit a fraud relating to our supply of gas to you at the supply address; or
- [b] if you get gas supplied to the supply address illegally; or
- [c] if you get gas supplied to the supply address in breach of the contract; or
- [d] if you get gas supplied to the supply address in breach of a relevant code or relevant regulation.

We can charge you a fee for turning off [or arranging for the network operator to turn off] your gas, and we can ask you to pay any reasonable costs incurred in the process of turning off your gas.

In addition, we or the network operator can measure [or estimate if necessary] any units of gas which you haven't paid for, and ask you to pay for those units.

If we or the network operator turn off your gas for this reason and you stop obtaining your gas in the unauthorised way and pay all amounts owing within ~~ten~~ [10] business days after your gas is turned off, we will turn your gas back on or arrange for the network operator to turn your gas back on.

We can charge you a fee for turning your gas back on or for arranging for the network operator to turn your gas back on.

If we think you have used gas illegally, we can tell the Economic Regulation Authority, the Director of Energy Safety/Department of Mines, Industry Regulation and Safety or the Police [as appropriate]; and give them any information we have in relation to your illegal use.

20.8 Refundable advance

We can turn off your gas [or arrange for the network operator to turn off your gas] if you haven't paid your refundable advance or provided any other security as required under clause 15.3. Before your gas is turned off for this reason, we will give you a written disconnection notice five [5] business days before your gas is actually turned off.

If you pay the refundable advance within ten [10] business days after we turn your gas off, we will turn your gas back on.

We can charge you a fee for turning your gas back on [or for arranging for the network operator to turn your gas back on].

21 When your gas cannot be turned off

Your gas cannot be turned off:

- [a] where you have provided us with a written statement from a medical practitioner that continued supply of gas is necessary to protect the health of a person living at the supply address and you have entered into a payment arrangement acceptable to us in relation to payment for gas supplied; or
- [b] where you have agreed to an alternative payment plan under clause 20 and you have not deviated from this plan; or
- [c] if you have made a complaint, directly related to the reason for your gas being turned off, to the Energy Ombudsman, and the complaint remains unresolved; or
- [d] if you are a residential customer and have made an application for a government concession, rebate, subsidy or grant administered by us scheme and the application has not been decided; or
- [e] where the unpaid amount in your bill doesn't relate to the supply of gas but relates to some other good or service; or
- [f] after 3pm on a weekday, or on a Friday or the day before a public holiday or a weekend or public holiday [except where required for a planned interruption/maintenance under clause 20.6].

The above do not restrict clauses 20.3, 20.4, and 20.5. In addition, clauses 20.1 to 20.8 usually require us to do things before your gas can be turned off.

22 If you have been disconnected, the meter can be removed or physically disconnected

Whenever your gas is turned off under the contract, we can remove the meter or physically disconnect the meter [or arrange for the network operator to do this], at the same time your gas is turned off, or at a later time.

The fees for turning off your gas and turning your gas back on can include separate fees for:

- [a] removing or physically disconnecting the meter; and
- [b] replacing or physically reconnecting the meter.

No fees for removing or replacing your meter or reconnecting your gas will be charged where your gas has been turned off under clause 20.3, 20.4 [except as set out in clause 20.4], 20.5 or 20.6 of this contract.

23 When your gas will be turned back on

If your gas has been turned off:

- [a] for failure to pay a bill [see clause 20.1]; or
- [b] because you did not provide us or the network operator access to the meter [see clause 20.2]; or
- [c] because of unauthorised use of gas [see clause 20.7] under clauses 20.1, 20.2 or 20.7 of the contract.

we will arrange for your supply address to be reconnected subject to you:

[d] making a request for reconnection; and

[e] as applicable either:

- [i] paying the fee for reconnection; or
- [ii] agreeing to our offer of an instalment plan for paying the fee for reconnection.

We will forward your request for reconnection to the network operator:

[f] that same business day, if

[i] the request is received by us before 3pm on a business day; or

[ii] if:

- [A] the request is received by us after 3pm on a business day and before the close of normal business hours; and
- [B] you pay the network operator's relevant after hours reconnection fee;

[g] no later than 3pm on the next business day, if the request is received by us:

- [i] after 3pm on a business day and you haven't paid the relevant after hours reconnection fee in accordance with clause 23(ii)(B); or
- [ii] on a Saturday, Sunday or public holiday.

We will use our best endeavours to have your gas turned back on according to the deadlines in the following table:

If you ask us to turn _____...then we will:
your gas back on..._____

before 3.00pm on _____ use our best endeavours
a business day _____ to turn your gas back on,
_____ on the same day the
_____ request is made

after 3.00pm on a business _____ turn your gas back on
day, or on a day which is _____ as soon as possible on

~~not a business day~~ ————— ~~the next business day~~

~~after 3.00pm on a business day or on a day which is not a business day, and you pay our fee for turning your gas back on after hours~~ ————— ~~turn your gas back on, on the same day as the request is made~~

~~[The above deadlines will not apply if the meter has been removed or physically disconnected.]~~

24 Ending the contract

24.1 You can end the contract

You can end the *contract* at any time, but [unless you transfer to another gas supplier under clause 24.3] you must give us at least three [3] *business days'* notice of the day you want the *contract* to end.

If you have entered into the *contract* as a result of *door to door marketing*, you can end the *contract* within ten [10] *business days* after you enter into it ["cooling-off period"] by giving us notice that you want the *contract* to end.

We will not supply you gas during the *cooling-off period* unless you request us to supply you with gas during the *cooling-off period*.

If you request us to supply you with gas during the *cooling-off period* but end the *contract* during the *cooling-off period*, you must pay us for any gas supplied.

Clause 24.4-5 explains what happens when the *contract* ends.

24.2 We can end the contract

We can end the *contract*, or turn off your gas [or arrange for the *network operator* to turn off your gas]; without giving notice to you if you:

- [a] become insolvent; or
- [b] go into liquidation; or
- [c] commit an act of bankruptcy; or
- [d] commit a substantial breach of the *contract* [for example, if you bypass your meter or allow gas delivered to your supply address to be used at another supply address].

Subject to clause 24.2A-3, we can end the *contract* by writing to you saying the *contract* is ended. Clause 24.4-5 explains what happens when the *contract* ends.

We can agree with you on alternative ways of dealing with one of these situations.

If we end the *contract*, or turn off your gas [or arrange for the *network operator* to turn off your gas], under this clause, before we supply you gas again we can require you to give us a *refundable advance*. This *refundable advance* will be incorporated as a special condition to the *contract*.

24.2A-3 When we cannot end the contract

Other than if you commit a substantial breach of the *contract* [for example, if you bypass your meter or allow gas delivered to your supply address to be used at another supply address], we will not end the *contract* if you commit a breach of the *contract* unless:

- [a] we have a right to disconnect supply under the *contract*, a written law, or a *relevant code*; and
- [b] we have disconnected supply to all supply addresses covered by the *contract*.

24.34 When the contract ends

If you enter into a different contract with us, this *contract* ends when the *cooling-off period* of the new contract ends.

If you enter into a contract with a different gas supplier, the *contract* ends when you have been transferred to the other gas supplier in accordance with the *retail market rules*.

If your gas is turned off under the *contract*, the *contract* won't end until you no longer have any right to have your gas turned back on under the *contract*, law or a *relevant code*.

24.45 What happens when the contract ends

If either you or us end the *contract*, on the last day of the *contract* we will:

- [a] turn off your gas [or arrange for the *network operator* to turn off your gas]; and
- [b] take [or arrange for the *network operator* to take] a final meter reading.

We will then issue you with a final bill.

Subject to any *relevant regulation* or *relevant code*, we will charge you a fee for turning off your gas [or having the *network operator* turn off your gas], taking [or having the *network operator* take] a final meter reading, and issuing a final bill.

We can arrange for the *network operator* to remove any *network equipment* at any time after the *contract* ends, and you must let the *network operator* have safe and unrestricted access to the *supply address* to enable it to do so.

If you wish to start buying gas from us again, you will need to apply for a new contract.

Ending the *contract* does not release you or us from an obligation [such as an obligation to pay bills] which arose before the *contract* ended.

25 You must not assign the contract

The *contract* is personal to you. You must not assign, transfer, subcontract or otherwise dispose of any of your rights or obligations under the *contract* unless we agree.

26 We can assign the contract

We can assign the *contract*, without notice to *you*, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the *contract*. If we do, we will tell *you* about the assignment, either before or as soon as is reasonably practicable after it happens.

27 Duration

The *contract* will come into effect on the earlier of the day we open *your* account at the *supply address* or on the day you commence consuming gas supplied by us. Unless *you* or *us* end the *contract* earlier under clause 24, the *contract* will continue for a period of one [1] year from the day it came into effect.

However, if one [1] year passes without either *you* or *us* ending the *contract* under clause 24, the *contract* will automatically be renewed for an additional one [1] year period, and so on, until either *you* or *us* ends the *contract* under clause 24.

28 Privacy

We will comply with all relevant privacy legislation in relation to *your* personal information. We will keep information about *you* secure and only disclose such information about *you* to an officer, employee or legal or financial adviser of Alinta Energy if:

- [a] the disclosure is necessary to enable the recipient to perform its obligations or to exercise its rights under this *contract*; and
- [b] prior to the disclosure, the recipient is informed of their obligations in relation to the use of confidential information.

In addition, we will ensure that all personnel complete such privacy and other training as may be required to ensure confidentiality of *your* personal information is maintained.

We respect *your* privacy and will only use and disclose *your* personal information as permitted by the *Privacy Act 1988* [Cth] and the *Australian Privacy Principles*, and in accordance with our privacy policy.

A copy of our privacy policy is available on our website [at alintaenergy.com.au/Everything-Alinta-Energy/Policies/Privacy-Policy](http://alintaenergy.com.au/Everything-Alinta-Energy/Policies/Privacy-Policy). If *you* have any questions *you* can contact our Privacy Officer [at customer.services@alintaenergy.com.au](mailto:atcustomer.services@alintaenergy.com.au). Contact details appear in clause 32.

29 Protection for us [Exclusion clause]

This clause means that *you* might not be able to get compensation from *us* for some losses *you* might suffer as a result of our actions. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.

Despite anything else the *contract* says, and despite anything outside the *contract*, we will only ever be liable to *you* for direct damage. We will not in any circumstances be liable to *you* for indirect damage, including:

- [a] indirect loss; or
- [b] consequential loss; or
- [c] business interruption loss; or
- [d] lost profits; or
- [e] loss of an opportunity; or
- [f] *your* liability to other people under contracts or otherwise.

30 Network operator

We supply gas, but don't own or operate the gas distribution network. The network is operated by the *network operator*, a separate company.

Where the *contract* refers to *us* or the *network operator* doing something [such as turning off *your* gas supply, or having access to the *supply address*, or inspecting, looking after or reading the *meter*], it will often be the *network operator* that does so in our place.

We will try to make sure that our contract with the *network operator* obliges the *network operator* to do any things that these terms and conditions oblige *us* to do, but which in fact can only be done by the *network operator*. [For example, we promise in these terms and conditions that if *your* gas is turned off due to work on the network, we will turn on *your* gas [or arrange for the *network operator* to turn on *your* gas] as soon as possible, but in fact this depends on how quickly the *network operator* completes the work.]

We will also try to make sure that when the *network operator* does things in our place under these terms and conditions, it complies with *relevant codes* and *relevant regulations* to the extent they apply.

31 Interpretation

31.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

“Alinta Energy” means collectively the companies within the Alinta Energy group, including Alinta Sales Pty Ltd trading as Alinta Energy; and

“Australian Privacy Principles” has the meaning given in the *Privacy Act 1988* [Cth]; and

“business day” means a day which is not a Saturday, Sunday or public holiday in Western Australia; and

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

“cooling-off period” has the meaning given to it in clause 24.1; and

~~“customer charter” means the Alinta Energy Customer Charter in effect from time to time; and~~

“customer service code” means the Compendium of Gas Customer Licence Obligations as approved by the Economic Regulation Authority ~~also known as the Gas Customer Code~~ [unless an alternative customer service code is approved by the *Economic Regulation Authority*, in accordance with our *trading licence*, in which case it means the approved code]; and

“door to door marketing” means the marketing practice under which —

- [a] a *gas marketing agent* —

- [i] goes from place to place seeking out persons who may be prepared to enter, as customers, into contracts; and
- [ii] ~~negotiates with those prospective customers (either directly or through another gas marketing agent) to enter into contracts for the supply of gas on behalf of a retailer or other third party, the gas marketing agent or some other gas marketing agent then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts on behalf of, or for the benefit of, a retailer or party other than the customer; and~~

“Economic Regulation Authority” means the body established by the *Economic Regulation Authority Act 2003*; and

“electronic means” ~~has the meaning given in the customer service code~~ means the internet, email, facsimile, SMS or other similar means but does not include telephone; and

“Energy Ombudsman” means the scheme established under section 11ZPZ(1) of the *Energy Coordination Act 1994*; and

“fee” means a fee other than a standard price; and

“gas marketing agent” means:

- [a] a person who acts on behalf of the holder of a trading licence:
 - [i] for the purpose of obtaining new customers for the licensee; or
 - [ii] in dealings with existing customers in relation to contracts for the supply of gas by the licensee; or
- [b] a representative, agent or employee of a person referred to in paragraph [a]; and
- [c] not a person who is a customer representative; and

“Gas Tariffs Regulations” means the *Energy Coordination [Gas Tariffs] Regulations 2000* and the *Gas Corporation [Business Disposal] [Gas Tariffs] Regulations 2000*; and

“heating value” has the meaning given to it in clause 4.1; and

“medical practitioner” means a person registered under the *Health Practitioner Regulation National Law [WA] Act 2010* in the medical profession; and

“meter” means the equipment we have installed [or will install] at the supply address to measure the volume of gas you use [and includes the short lengths of gas pipe which protrude from the meter]; and

“network equipment” means equipment that is the property of the network operator, including 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 where gas leaves the meter; and

“network operator” means the operator of the network from time to time and includes its employees, subcontractors, agents and successors in title; and

{Note: The network operator is called the ‘gas distribution operator’ in the *Energy Coordination Act 1994* and other relevant regulations.}

“payment deduction authority” means a verifiable consent authorising us to deduct monies from your nominated credit card or bank account in payment of energy bills; and

“price” means the charge for selling gas as determined from time to time and published by us, and can include a fixed component and a usage component; and

“publish” means to publish a thing in the ways set out in clause 31.2; and

“refundable advance” means an amount of money or other arrangements acceptable to us as security against you defaulting on the payment of a bill; and

“relevant codes” means any codes and standards applying to our supply of gas to you under the contract including [as at the date of the contract] the customer service code, the *Gas Marketing Code of Conduct 2015/2017*, and the *Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organizations*; and

“relevant regulations” means any laws and regulations applying to our supply of gas to you under the contract, including [as at the date of the contract] the *Energy Coordination Act 1994*, the *Energy Coordination [Customer Contracts] Regulations 2004*, and the *Gas Tariffs Regulations*; and

“retail market rules” is defined in section 11ZOA of the *Energy Coordination Act 1994*; and

“security” means either a payment deduction authority or refundable advance [or other form as agreed by us] required by us as security against payment of bills; and

“supply address” means the address to which gas will be supplied under the contract; and

“trading licence” means our trading licence under the *Energy Coordination Act 1994*; and

“unit” is a measure of the amount of energy in gas, with one unit equalling 3.6 megajoules, which is the same energy as 1 kilowatt-hour or one unit of electricity; and

“we” and “us” means Alinta Sales Pty Ltd [ABN 92 089 531 984] trading as Alinta Energy of Level 18, Raine Square, 300 Murray Street, Perth WA 6000, and includes our employees, subcontractors, agents and successors in title; and

“work” includes installing, operating, maintaining, renewing and/or replacing any equipment any network equipment; and

“you” means the person to whom gas is [or will be] supplied under the contract; and

“your equipment” means all pipes and equipment used to transport, control or consume gas located after [downstream of] the point where gas leaves the meter at your supply address [except any network equipment].

31.2 How we publish things

Where these terms and conditions say that we will publish a thing, we will:

- [a] advertise the thing in *The West Australian* newspaper [except where the thing relates solely to the Kalgoorlie-Boulder area, in which case we will advertise the thing in the *Kalgoorlie Miner* newspaper]; or
 - [b] place details of the thing on *our* website; or
 - [c] ~~post-give~~ you a notice of the thing [this notice may be sent before *your* next bill, or may be sent with or printed on *your* next bill].
- Where we are required by law to do so, we will also *publish* a thing by putting a notice in the Government Gazette.

The address of *our* website appears in clause 32 and will appear on each bill.

31.3 Simple English

These terms and conditions are written in a “simple English” style. Accordingly, where:

- [a] a contract or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and
- [b] a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style, the ideas are not to be taken to be different just because different forms of words ~~were~~ are used.

For example:

- [c] “do *our* best” means “use best endeavours”; and
- [d] “try” means “use reasonable endeavours”; and
- [e] “end”, in relation to the *contract*, means “terminate”; and
- [f] “can” means there is a discretion as to whether the thing stated is done or not done; and
- [g] “will” and “must” both mean that the thing stated has to be done.

31.4 Other rules of interpretation

Interpretation Act

The rules of interpretation contained in the *Interpretation Act 1984 [WA]* apply to the interpretation of these terms and conditions as though the *contract* were a written law, unless the contrary intention is shown.

Use of italic typeface

The fact that italic typeface has been applied to some words or expressions is solely to indicate that those words or expressions may be defined in clause 31.1 or elsewhere, and in interpreting this *contract* the fact that italic typeface has or has not been applied to a word or expression is to be disregarded. This clause 31.4 does not limit the application of clause 31.1.

Examples

Examples do not limit the generality of a clause [including when the example is introduced by the word “including” or similar words].

Laws, regulations, codes etc.

A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.

Notes

Where information in this *contract* is set out in braces [namely “{” and “}”], the information:

- [a] is provided for information only and does not form part of this *contract*; and
- [b] is to be disregarded in interpreting this *contract*.

31.5 Miscellaneous

Applicable law

The *contract* is entered into under Western Australian law.

No waiver

A failure, delay or partial exercise of a power or right by *us* is not a waiver of that power or right, and does not preclude a further exercise by *us* of that or any other power or right under the *contract*.

Entire agreement

The *contract* constitutes the entire understanding between *you* and *us* concerning the subject matter of the *contract*. This clause operates to the extent permitted by law.

Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

Notices

Unless these terms and conditions say otherwise, notice under the *contract* does not have to be in writing.

Any written notice given under these terms and conditions must be sent to the address for service in the *contract*. Notice is deemed to be given and received according to the following table:

In the case of...	notice will be deemed to have been given and	received...
oral communication, in person or by telephone	at time of communication	

personal delivery	upon delivery		
posting	two three [23] business days after posting		
facsimile	upon proof of transmission		
email	when the sender's was sent records that the	computer or other device email was successfully	from which the email transmitted

If a notice would otherwise be taken to be received on a day that is not a *business day*, or after 5 pm on a *business day*, then it is taken to be received at 9 am on the next *business day*.

Electronic communication

You agree that *we* can send any notices, communications or information under this *contract* to *you* by *electronic means*, including by email, using the details that *you* have provided.

We can set any rules about how *we* will communicate things to *you* by *electronic means*, and what things may be communicated by *electronic means*, and *we* will tell *you* how to find out what those rules are.

If *we* cannot deliver any communications to *you* by *electronic means*, or if *we* know that *you* are not able to receive things by *electronic means*, then *we* can send those communications to *you* by other means, including by post.

If you need to contact us, our contact details at the date of the *contract* are:

Registered office address

Level 13, Grosvenor Place, 225 George Street
SYDNEY NSW 2000

Business address

Level 18, Raine Square, 300 Murray Street
PERTH WA 6000

Postal address

PO Box 8348
PERTH BC, WA 6849

Telephone./facsimile/e-mail

Residential [WA] Monday to Friday 8.00am to 5.00pm

Telephone 13 13 58

Monday to Friday from 7am to 7pm and Saturdays from 8am to 12pm WST.

(Local call fee from anywhere in WA excluding mobiles).

Interstate

1800 677 945

Overseas

+61 8 9210 2005

Facsimile 08 9486 3346

E-mail customer.services@alintaenergy.com.au

Business [WA] Monday to Friday 8.00am to 5.00pm

Telephone 13 13 58

Facsimile 08 9486 3951

E-mail energy.sales@alintaenergy.com.au

-

Outside WA Monday to Friday 8.00am to 5.00pm [WST]

Telephone 1800 677 945

E-mail energy.sales@alintaenergy.com.au

-

Overseas Monday to Friday 8.00am to 5.00pm

Telephone +61 8 9486 3000

E-mail customer.services@alintaenergy.com.au

Emergencies [WA] 24 hours a day, 7 days a week

Telephone 13 13 52

Privacy Officer

privacy@alintaenergy.com.au

Internet

alintaenergy.com.au

Any changes to *our* contact details will be *published*.

Alinta Sales Pty Ltd trading as Alinta Energy
ABN 92 089 531 984

PO Box 8348, PERTH BC, WA 6849

T 13 13 58 ~~F 08 9486 3346~~

customer.services@alintaenergy.com.au

alintaenergy.com.au