

Standard Electricity Contract

Electricity Generation and Retail Corporation trading as Synergy

ABN: 58 673 830 106

Address: ~~219 St Georges Terrace, Perth~~ ~~219 St 28 Adelaide~~ Georges Terrace, Perth, WA 6000

Fax: (08) ~~6212 1035~~ 6282 7027 or ~~Electronic contact~~ Website form: ~~Email~~ synergy.net.au/contactus
or ~~or~~ Email: retail.business.sales@synergy.net.au ~~retail.business.sales@synergy.net.au~~ ~~{To be completed at time of issue}~~

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the *Australian Consumer Law*):

NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

Important Notice to the Consumer

You have a right to cancel this agreement within 10 business days from and including the day after *you* signed or received this agreement. Details about *your* additional rights to cancel this agreement are set out in the information attached to this agreement.

Signed by the **Customer** or for and on behalf of the **Customer** by its duly authorised representative:

Sign _____
Name (print) _____
Date _____

Signed for and on behalf of **Synergy** by its duly authorised representative:

Sign _____
Name (print) _____
Date _____

Agent details (if acting on Synergy's behalf)

Signed for and on behalf of **Synergy** by its duly authorised agent:

Sign _____ Company name _____
Name (print) _____ Business address (not PO Box) _____
Date _____ email address _____
Date _____ email address _____

Telephone _____

CONTRACT PARTICULARS

1. Your details

Title:
Family name:.....Given names:.....
Postal address:
Suburb:.....Postcode:.....
Home:.....Work:.....Mobile:.....
Facsimile:..... Email.....

2. Your business details (complete this section for business applications only)

Registered Business Name:.....
ABN/ACN:.....

3. Premises ~~Connection details~~ (address of site connection required)

Unit No:Lot/House No:Street:.....
Suburb:.....Postcode:.....
Date connection required:.....

4. Product & pricing details (To be completed by a Synergy representative)

.....
.....
.....

5. Billing frequency

Standard Group

Standard means a single bill relating to a single supply address. *Group* means a single bill relating to multiple supply addresses or multiple sites at the same supply address.

6. Cooling-off period

In addition to *your* rights under the Synergy Standard Electricity Terms and Conditions, *you* can end the *contract* by giving *us* notice that *you* want the *contract* to end during the following period:

- (a) if the *contract* was not negotiated by telephone - the period of 10 *business days* starting at the start of the first *business day* after the day on which the *contract* was made; or
- (b) if the *contract* was negotiated by telephone - the period of 10 *business days* starting at the start of the first *business day* after the day on which *you* were given the *contract*, (the *cooling-off period*)

We will not supply *you* with electricity during the *cooling-off period*, unless *you* ask *us* to do so and either:

- (c) electricity is not connected to the *premises*; or
- (d) electricity is connected to the *premises*, but no electricity is being supplied to the *premises* by *us*.

If, at your request, we supply you with electricity during the cooling-off period and you end the contract during the cooling-off period, we may charge you for any electricity and associated services supplied to you during this period.

ATTACHMENT A

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the *Australian Consumer Law*):

NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

Your additional rights to cancel this agreement

In addition to *your* rights described in the agreement:

(a) *You* have a right to cancel this agreement at any time within 10 business days from and including the day after *you* signed or received this agreement.

~~(b)~~ *You* also have a right to cancel this agreement at any time within 3 months from and including the day after *you* signed or received this agreement if there has been a breach of [one or more of the following sections 73, 74, or 75 of the Australian Consumer Law contained in the Competition and Consumer Act 2010 \(Cth\)](#). ~~sections 73, 74, or 75~~

~~(i)~~ [section 73 \(permitted hours for negotiating an unsolicited consumer agreement\);](#)

~~(ii)~~ [section 74 \(disclosing purpose and identity\);](#)

~~(iii)~~ [section 75 \(ceasing to negotiate on request\).](#)

~~(b)~~ ~~of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth).~~

~~(c)~~ *You* also have a right to cancel this agreement at any time within 6 months from and including the day after *you* signed or received this agreement if there has been a breach of [one or more of the following sections of the Australian Consumer Law contained in the Competition and Consumer Act 2010 \(Cth\)](#) ~~sections:~~

~~(i)~~ [section 76 \(informing consumer of termination period\);](#)

~~(ii)~~ [a provision of Subdivision C of part 3.2 of the Australian Consumer Law \(requirements for unsolicited consumer agreements\);](#)

~~(iii)~~ [section 86 \(prohibition on supplies for 10 business days\).](#)

~~(c)~~ ~~sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth).~~

You may cancel this agreement by telling *us* over the telephone or in person that *you* would like to cancel the agreement or by:

(a) giving *us* a notice personally; or

(b) giving *us* or sending *us* a notice, in an envelope addressed to Synergy 219 St Georges ~~28 Adelaide~~ Terrace, Perth, WA, 6000; or

~~(c)~~ ~~contacting us electronically; at sending us an email to synergy.net.au/contact contact us; or retail.business.sales@synergy.net.au~~

~~(d)~~ [emailing retail.business.sales@synergy.net.au](mailto:retail.business.sales@synergy.net.au); or

~~(e)~~ ~~emailing retail.business.sales@synergy.net.au; ~~[To be completed at time of issue]; or~~~~

~~(d)~~(e) sending *us* a fax to (08) [6282 702770277027](tel:6282702770277027) ~~6212 1035~~,

saying that *you* would like to cancel the agreement.

You may use the notice attached as **Attachment B** to this agreement to let *us* know *you* would like to cancel the agreement.

Supplying goods or services during the cooling-off period

We are not allowed to supply *you* with electricity or accept or ask for any payment for electricity at any time within 10 business days from and including the day after *you* signed or received this agreement, unless:

- (a) electricity is not connected to the premises; or
- (b) electricity is connected to the premises, but no electricity is being supplied to the premises by us.

ATTACHMENT B

Section 82

Australian Consumer Law

Cancellation notice – Unsolicited consumer agreement

Right to cancel this agreement within 10 business day cooling-off period

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

Extended right to cancel this agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier.**

Alternatively, write a letter or send an email to the supplier.

Supplier details (to be completed by the supplier)

Name: Synergy

Address: 219 St Georges ~~28 Adelaide~~ Terrace, Perth, WA, 6000

~~Electronic contact~~ On the web: ~~:: Email address (if any):~~ synergy.net.au/contactus~~contact or Error! Hyperlink reference not valid.~~

Email: retail.business.sales@synergy.net.au

Fax number (if any): (08) ~~6212 1025~~ [6282 7027](tel:62827027)

Details of goods or services supplied under the agreement:

Cost of goods or services:

Date of agreement:

Transaction number (if any):

Consumer details

Name of consumer:

Consumer's address:

I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer:

Date:

Note: You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

SYNERGY
(ABN 58 673 830 106)
STANDARD ELECTRICITY
TERMS AND CONDITIONS

1 SUPPLY OF ELECTRICITY

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

2 CODE OF CONDUCT

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

Matters covered by the *code of conduct* include electricity marketing, [connection](#), [billing](#), ~~connection~~, [payment](#), payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters, information and communication, [complaints and dispute resolution](#), ~~reporting~~ ~~record keeping and compensation~~ [and service standard](#) payments ~~to customers for breaches of the code of conduct~~.

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

You can obtain more information about the *code of conduct* from *us* or the Economic Regulation Authority - www.erawa.com.au.

3 WHEN THE CONTRACT STARTS

The *contract* begins on the date and time *we* agree to supply electricity to *you* or at any earlier time when electricity is deemed by law to be supplied to *you* under these terms and conditions.

4 CHARGES AND REBATES

4.1 Standard price

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

4.2 What are standard prices?

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

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

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

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

If we change the *standard prices*, we will notify you of the changes in the *standard prices* by no later than your next bill.

4.3 Which standard price do you pay?

Your bill will show which *standard price* you are paying. Please advise us if you wish to choose a different *standard price* from the price appearing on your bill. If you meet the relevant eligibility conditions, we will change the *standard price* that applies to you to the *standard price* of your choice.

The new *standard price* will be effective from the date that your meter was last read, unless otherwise agreed between you and us. In some cases, Western Power Networks may need to adjust the meter at your premises or provide you with a new meter in order for us to provide you a different *standard price*. In that case, the new *standard price* will be effective when your meter is adjusted or your new meter has been installed by Western Power Networks. Please note that there may be a separate charge for meter adjustments and new meters in order for us to pay Western Power Networks for the meter adjustments or new meters. For an explanation of these charges, please visit our website or call us. In the event of any delay in a meter adjustment or a new meter installation by Western Power Networks we shall have no liability for any loss (either direct or indirect) to you for that delay.

4.4 Eligibility conditions on standard price

It is your responsibility to assess if the *standard price* you are paying is appropriate for your circumstances based on eligibility conditions applicable to that *standard price*.

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

If we discover that you are no longer eligible to receive the price that you currently pay, including because the premises are changed pursuant to clause 23.9(a), then we can advise you in writing of the new *standard price* that you must pay instead of the price that you currently pay.

If you are no longer eligible to receive a particular *standard price* because we no longer offer that *standard price* we will notify you on or before the date of the withdrawal and offer you an alternative *standard price*. In the event you do not nominate an alternative *standard price* then we can advise you in writing of the new *standard price* you must pay.

If you have been undercharged for your electricity supply because you were being charged at a *standard price* that you were not eligible to receive, then we can require you to pay to us the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you of the new *standard price* or a longer period if the underpayment was directly attributable to your act or omission.

4.5 Rebates

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

4.6 Eligibility conditions on rebates

If you are no longer eligible for a *rebate*, you must advise us as soon as possible.

If we discover that you are no longer eligible for a *rebate*, then we will advise you in writing that you will not be receiving any further *rebates*. We can also require you to pay to us the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you that you will not receive the *rebate* or a longer period if the underpayment was directly attributable to your act or omission.

5 HOW WE WILL CALCULATE YOUR ELECTRICITY USE

5.1 Basis of a bill

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

- ~~(a) pay our reasonable charge for reading the meter; and~~
- ~~(b) provide due access to the meter.~~

Where a *meter* has been installed at *your premises* we use *meter* readings that are provided to us to prepare *your* bill. We will obtain metering data to prepare *your* bill consistent with ~~clause~~ clauses 4.7-6 and 4.7 of the *code of conduct* (where applicable to you). However, if we ask you or Western Power Networks asks you, you can agree to read the *meter* yourself and provide Western Power Networks or us with the *meter* readings for billing purposes (subject to validation and clause 4.7 of the *code of conduct* (where applicable to you)). ~~Where a type 7 connection point exists we will bill you in accordance with the metering code.~~

In any event and provided a *meter* has been installed at *your premises*, we will use our best endeavours to ensure that Western Power Networks obtains metering data for *your premises* as frequently as required to prepare bills and at least once every 12 months.

~~If we cannot reasonably base a bill on Western Power Networks' or your reading of the meter, then we will provide you with an estimated bill in accordance with the code of conduct (where applicable to you) and we will inform you in the bill that the bill was estimated. If your bill is estimated you can contact us and we will tell you the basis of that estimation and the reason for the estimation. If we have provided you with an estimated bill and we subsequently obtain an actual meter reading from Western Power Networks or you, then your next bill will be adjusted to take account of that meter reading.~~

5.2 Estimated bills

If we cannot reasonably base a bill on Western Power Networks' or your reading of the meter, or if required ~~deemed~~ by the by code of conduct (where applicable to you) we will provide you with an estimated bill in accordance with the code of conduct (where applicable to you) and we will inform you in the bill that the bill was estimated. If your bill is estimated you can contact us and we will tell you the basis of that estimation and the reason for the estimation. If we have provided you with an estimated bill and we subsequently obtain an actual meter reading from Western Power Networks or you, then your next bill will be adjusted to take account of that meter reading.

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

- (a) pay our reasonable charge for reading the meter; and
- (b) provide due access to the meter.

5.3 You can request a meter test

You can ask us to test the *meter* to ensure that it is measuring accurately, and we will arrange for Western Power Networks 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 *Western Power Networks* to either repair or replace the *meter* at no charge to you: provided you have complied with clause 8.3 of this contract.

~~By “accurate”, we mean the meter is measuring~~ In this clause “accurately” means as accurately as the law requires the meter to measure.

6 **BILLS**

6.1 **When we will bill you**

We will bill you in accordance with the *billing cycle* that we set for our customers from time to time. As an indication (and subject to the *code of conduct* (where applicable to you)), our *billing cycle* is no more than once a month and no less than once every three months, unless you have agreed otherwise or the code of conduct (where applicable to you) provides otherwise.

We will issue bills to the address nominated by you, which may be an email address.

6.2 **Paying your bill**

You must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill unless you and we agree otherwise.

We must accept your request to make a payment in advance in accordance with the code of conduct, however we will not be required to credit any interest to the amounts paid in advance.

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

6.3 **If you are having trouble paying**

(a) If you are having trouble paying your bills, please advise us. If you are a residential customer we will assess your request within ~~3~~ 5 business days of your request and we will offer you assistance (for example, additional time to pay or an instalment plan~~plans~~) and provide you with information in accordance with the code of conduct (where applicable to you) and our payment difficulties and financial hardship policy if you qualify for that assistance. If we cannot assess your request within 5 business days, we will refer you to a relevant consumer representative organisation to make the assessment.

(b) If you are a business customer having trouble paying your bills and you tell us, we will offer you assistance in accordance with the code of conduct (where applicable to you).

~~(c)~~ (c) If you owe us money, you may request that we transfer the debt to another customer, we may transfer the debt to that person provided we obtain that person's verifiable consent.

6.4 **If you do not pay your bill**

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

(1) send a disconnection warning to you; and

(2) subject to complying with clause 5.6 of the code of conduct (where applicable to you), charge you a fee for each overdue account notice we send to you; and

(3) charge you interest on any ~~the~~ amount you have not paid; and

- (4) disconnect *your* electricity supply; and
- (5) shorten *your* billing cycle.
- (b) If *you* do not pay the total amount payable for any bill after we send a *disconnection warning to you*, then we ~~may~~ can:
- ~~(1)~~ refer *your* debt to a debt collection agency for collection and if we do so, *you* must pay any costs that we incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees); ~~and/or~~
- (2) recover your debt in any court of competent jurisdiction as a debt due to us.
- (c) If *you* pay a bill and the payment is dishonoured or reversed and, as a result, we have to pay fees to any other person, *you* must reimburse *us* for those fees.
- (d) If *your* account remains overdue for more than 60 days, we may give information about *you* to a credit reporting ~~agency~~ body. This information will allow the credit reporting ~~body~~ agency to create or maintain a credit information file containing information about *you*. The information that we disclose about *you* ~~can~~ to a credit reporting body may include any of the following:
- (i) ~~Identity details~~ Identification information including *your* name, sex, address (and *your* previous two addresses), date of birth, name of employer and drivers licence number;
 - (ii) Amounts over \$200 that are overdue by more than 60 days and for which debt collection action has started;
 - (iii) Advice that *your* payments are no longer overdue in respect of any default that has been listed;
 - (iv) Information that, in *our* opinion, *you* have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with *your* credit obligations); ~~and~~
 - (v) Dishonoured cheques – ~~a cheque~~ cheques drawn by *you* for \$~~100~~ 150 or more which ~~has~~ have been dishonoured more than once.

This information may be given before, during or after the supply of services to *you*.

6.5 Billing data

If *you* consume less than 50 MWh of electricity per annum, we will give *you* ~~the~~ your billing data for the *premises* upon request. Unless we are required by law to provide this billing data to *you* free of charge, *you* must pay *us* a reasonable fee before we provide the data to *you*. For example, this information will be free of charge:

- (a) for the first request that *you* make in a year if the data requested is for a period less than the last 2 years, or
- (b) if *you* request the billing data in relation to a dispute with *us*.

If *you* have registered for *our* online services, *you* may be able to access this information directly from *our* website at no cost.

7 REVIEWING YOUR BILL

7.1 Reviewing a bill

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

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

If in accordance with clause 4.16 of the *code of conduct* (where applicable to *you*) *you* request *us* to review *your* bill, then *we* will review *your* bill and inform *you* of the outcome of the review as soon as *we* can and no later than 20 *business days* from the date *we* are taken to receive *your* request for *us* to review *your* bill.

If after a review of *your* bill:

- (a) *we* are satisfied the bill is correct, *we*:
 - (1) may require *you* to pay the unpaid amount; and
 - (2) will advise *you* that *you* can ask *us* to arrange a *meter* test; and
 - (3) will advise *you* of *our* customer complaints policy and any external complaints handling processes; or
- (b) *we* are satisfied the bill is incorrect, *we* will adjust the bill for any undercharging or overcharging (clause 7.2 explains how *we* do this).

7.2 Undercharging and overcharging

- (a) If *we* undercharge *you* for any reason, then *we* can require *you* to make a correcting payment. However, if *you* are a customer who consumes not more than 160 megawatt hours of electricity per annum and *we*:

- (1) undercharge *you* due to an error, defect or default for which *we* or *Western Power Networks* are responsible; or
- (2) are required to adjust the bill in accordance with the *code of conduct* (other than due to *your* actions),

we can only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that *we* advise *you* that *you* have been undercharged ~~and, if~~ unless the undercharge is *your* fault or results from *your* or someone at that premises unlawful act or omission, while *you* were occupying the premises. If *you* are a residential customer, *we* will offer *you* the option to pay the correcting payment by instalments. If *you* are a customer who consumes more than 160 megawatt hours of electricity per annum, then *we* can recover the amount of any undercharge subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979* (WA).

- (b) If *we* overcharge *you* due to an error, defect or default for which *we* or *Western Power Networks* are responsible (including where the *meter* has been found to be defective), then, ~~in subject to~~ accordance with the *code of conduct* (where applicable to *you*) and subject to clause 22, *we* will notify *you* and no later than seek *your* next bill and instructions as to whether to credit the overcharged amount to *your* account or have ~~we may give *you* the option of having the overcharged amount repaid to *you* where the~~ we will use reasonable endeavours to credit the overcharged amount ~~is \$100 or greater,~~ to *your* account. The 12

month limit referred to in clause 7.2(a) does not apply to amounts that we have overcharged you.

(c) If we overcharge you and you owe us a debt, we may after providing written notice to you, use the amount you have been overcharged to set off the debt you owe us provided that you are not experiencing payment difficulties or financial hardship. If, after the set off, there remains an amount of credit to you, we will deal with it in accordance with clause 7.2(b).

8 ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

8.1 Electricity supply equipment

The *electricity supply equipment* remains the property of *Western Power Networks* at all times and *Western Power Networks* is responsible for installing and maintaining the *electricity supply equipment*.

You must not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that interferes with, damage or bypass that equipment. You must ensure, and take all necessary actions to ensure, that any other person does not do anything that will damage, bypass or interfere with the electricity supply equipment or use electricity in a way that interferes, damages or bypasses that electricity supply equipment.

“*electricity supply equipment*” means the *meter (if any)* for the *premises* and all wiring, apparatus and other equipment or works located upstream from the point that electricity leaves that *meter* or, if there is no *meter* for the *premises*, upstream from the *connection point* for the *premises* and which are used by *us* or by *Western Power Networks* for, or in connection with, the supply of electricity and any wiring, apparatus or other equipment or works belonging to *us* or *Western Power Networks* located downstream of the point that electricity leaves the *meter* for the *premises* or, if there is no *meter* for the *premises*, downstream of the *connection point* for the *premises* which are used by *us* or by *Western Power Networks* for, or in connection with, the supply of electricity.

8.2 Your equipment

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

“*your equipment*” means all wiring, apparatus and other equipment or works located at the *premises* which are used for, or in connection with, the supply or consumption of electricity, except any *electricity supply equipment*.

8.3 Prohibited activity

(a) You must not: ~~and you must not allow anyone else to:~~

(1) tamper with, bypass, circumvent or otherwise interfere with the electricity supply equipment, or do anything that will prevent *us* or *Western Power Networks* from accessing the electricity supply equipment;

~~(a)~~ (2) use electricity in a way that interferes with the supply of electricity to anyone else;

~~(a)~~ (3) use electricity in a way that interferes with the supply of electricity by *us* to *you*;

~~(a)~~ (4) use electricity in a way that causes loss to *us* or anyone else;

- ~~(e)~~ (5) _____ contravene any applicable laws in relation to the use of electricity, use or operation of the *electricity supply equipment* or use or operation of *your* equipment; or
- ~~(e)~~ (6) _____ use a connection point to transfer electricity into the electricity network operated by *Western Power Networks* without *our* prior written consent and the prior written consent of *Western Power Networks*.
- (b) You must ensure that any other person does not do any of the things listed in clause 8.3(a) of this contract.
- (c) You must immediately notify us on becoming aware of any behaviour or circumstances which is suspected to or may reasonably be expected to contravene clauses 8.3(a) and 8.3(b) of this contract.
- (d) In the event you or someone else tampers with, bypasses, circumvents or otherwise interferes with the *electricity supply equipment* then you will be responsible for any loss to us.

9 MOVING PREMISES

9.1 New electricity connection

If you move into the *premises*, or the *premises under this contract is changed pursuant to clause 23.9(a) of this contract*, and it does not already have an existing electricity connection, then we will sell you electricity from the day that *Western Power Networks* connects the *premises* to the network and energises the *premises*.

9.2 Existing electricity connection

If you move into the *premises*, or the *premises under this contract is changed pursuant to clause 23.9(a) of this contract*, and it has an existing electricity connection, then we will charge you for electricity supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless you read the *meter* and advise *Western Power Networks* 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 electricity used by the previous occupant, so we do not overcharge or undercharge you.

9.3 Moving out ~~of the premises~~

- (a) If you move out of ~~the~~ a *premises* and no longer wish to obtain an electricity supply at ~~the~~ that *premises*, you must notify us:
- (1) _____ of the date of your departure from the *premises*:
- (A) _____ if the *premises* are in any of the Albany, Bunbury, Geraldton, Kalgoorlie or Perth metropolitan areas, at least 3 *business days* before you move out; or
- (B) _____ if the *premises* are outside the metropolitan areas named above, at least 5 *business days* before you move out; ~~and~~ and
~~unless you and we otherwise agree; and~~
- (2) _____ of an address where the final bill for the supply of electricity at those premises can be sent, unless you and we otherwise agree.
- (b) If you notify us as described in clause 9.3(a), and you move out of the *premises* at the time specified in your notice, then we will arrange a final *meter* reading on the day that you move out of the *premises* and issue a final bill to you for

electricity consumed at ~~the~~those premises and other charges relating to your supply at ~~those~~the premises (including, for example, supply charges) up to the day you move out of ~~the~~those premises.

- (c) If you have demonstrated to us that you were evicted from ~~the~~those premises or were otherwise required to vacate ~~the~~those premises, we will not require you to pay for electricity consumed at ~~the~~those premises from whichever is the later of, the date you vacate ~~the~~those premises and the date that you notify us of the following:
- (1) the date that you vacated or intend to vacate ~~the~~those premises; and
 - (2) a forwarding address to which a final bill for the supply of electricity at those premises may be sent.

However, we may still charge you for other charges relating to your supply at ~~the~~those premises (including, for example, supply charges and our reasonable charges for reading the meter).

- ~~(d)~~ (d) If you move out of ~~the~~those premises and no longer wish to obtain an electricity supply at ~~the~~those premises, and you have not notified us of that and of an address where ~~the~~a final bill for the supply of electricity at those premises can be sent, at least 3 business days before you move out, then, subject to any applicable laws, we may require you to pay for our reasonable charges for reading the meter and for electricity consumed at ~~the~~those premises for up to a maximum of 5 days after you do notify us that you have moved out of ~~the~~those premises.

- (e) If you move out of the premises and no longer wish to obtain an electricity supply at ~~the~~those premises and you have given us at least 3 business '~~days~~days' notice of the time of your departure from ~~the~~those premises and of an address where ~~the~~a final bill for the supply of electricity at those premises can be sent before you move out, then (despite the notice requirements in clause 9.3(a) and irrespective of whether the premises are within or outside the metropolitan areas named in clause 9.3(a)(1)(A) above) we may require you to pay for our reasonable charges for reading the meter and for the electricity consumed at ~~the~~those premises only up to the day you move out of ~~the~~those premises.

- ~~(f)~~ (f) If your ~~final bill~~account is in credit after you have paid us all amounts payable under clause 9.3(b), (c), (d) or (e), and you validly terminate this contract, then you can choose to have us credit your new account with this amount or repay the amount to you.

10 ACCESS TO THE PREMISES

- (a) You must let us or persons nominated by us (including Western Power Networks) have safe and unrestricted access to the premises when we need it and without having to give you notice, at all reasonable times and at any time in an emergency, for the purposes of the performance of our functions in relation to the supply of energy to you or, where Western Power Networks need access, for the purposes of the performance of their functions in relation to their electricity supply equipment, including:
- (1) to read the meter; or
 - (2) to inspect or work on the electricity supply equipment; or
 - (3) to disconnect your electricity supply; or
 - (4) to inspect or work on your equipment; or
 - (5) for any other reason relating to the supply of electricity to the premises.

- (b) A person entering the *premises* on *our* behalf will clearly display identification that identifies the person as *our* employee or agent and show his or her identification to *you* if *you* ask to see it.
- (c) If *you* do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading by *Western Power Networks*, *we* may request *you* to read the *meter* and provide the *meter* reading to *Western Power Networks*. If *we* make that request then *you* must read the *meter* and provide the *meter* reading to *Western Power Networks* within the timeframe specified in *our* request. This does not prejudice *our* rights and remedies in respect of *your* breach of clause 10(a)(1).
- (d) Nothing in this *contract* limits or excludes in any way the consent *you* are deemed to have given under section 46(9) of the *Energy Operators (Powers) Act 1979* (WA) and this clause 10 is otherwise subject to clause 23.5 (which relates to the application of laws).

11 PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

11.1 Eligibility conditions on life support

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

You must advise *us* as soon as possible if *you* or a person residing at the *premises* who is dependent on *life support equipment*;

- (a) ~~vacates the premises or~~ no longer requires *life support equipment* at the premises;
- (b) changes their contact details or premises; or
- (c) changes their life support equipment.

11.2 Interruptions

If *you* have advised *us* (or *we* are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* will notify *Western Power Networks* so that *Western Power Networks* does not disconnect the *premises* for failure to pay a bill while the person requiring *life support equipment* continues to reside there or make any planned interruption to the electricity supply at the *premises* without giving *you* at least 3 ~~days~~ business days written notice. However, in an *emergency*, *we* or *Western Power Networks* can interrupt *your* electricity supply without giving *you* prior notice.

It is therefore very important that *you* make suitable alternative arrangements (for example a back-up supply or alternative power source) to address the needs of any person residing at the *premises* who is dependent on *life support equipment*.

11.3 Disconnections

If *you* have advised *us* (or *we* are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then consistent with the code of conduct (where applicable to you) *we* cannot arrange to disconnect *your* electricity supply because *you* fail to pay *us* a bill by the due date while the person requiring *life support equipment* continues to reside at the *premises*.

12 INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY

12.1 Emergency and other reasons

We can interrupt or disconnect *your* electricity supply at any time without notice to *you* in an *emergency*, if we are permitted or required by law or if *Western Power Networks* requires us to do so. We will use *our* best endeavours to turn *your* electricity on again as soon as reasonably practicable once it is safe to do so.

If we disconnect *your* electricity supply because that *emergency* was caused or substantially contributed to by *you* or anyone under *your* care, custody or control or who was present at the *premises* with *your* permission, then we can charge *you* a fee for disconnecting *your* electricity supply and we can also charge *you* a fee for reconnecting *your* electricity supply. We will reconnect *your* electricity supply when *you* ask us to do so and we are satisfied that the *emergency* no longer exists and it is otherwise safe to reconnect *your* electricity supply.

12.2 Planned work on distribution system

We can interrupt or disconnect *your* electricity supply at any time if *Western Power Networks* needs to carry out planned work on a *distribution system*. *Western Power Networks* will advise *you* directly if it needs to carry out planned work.

12.3 Events beyond your control

If an *event beyond your control* occurs and prevents *you* performing any of *your* obligations under this *contract* to any extent, *you* must tell us as soon as reasonably practicable, and *you* are then not required to perform that obligation to the extent and for as long as *you* are prevented by that *event beyond your control*. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event beyond your control* occurs.

12.4 Events beyond our control

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

12.5 Disconnection due to your actions

We can arrange for *Western Power Networks* to disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable laws, ~~including the code of conduct~~, if:

- (a) subject to clause 11.2 of this contract you fail to pay a bill in full by the due date shown on the bill; or
- (b) you do not give us or *Western Power Networks* safe and unrestricted access to the *premises* or the *meter* at the *premises*; or
- (c) ~~you commit a fraud relating to our~~ there has been unlawful or unauthorised use or supply of electricity to you at the *premises* or any other *premises*; or
- ~~(d) you get electricity supplied to the premises illegally; or~~
- ~~(e)~~ (d) you fail to keep *your equipment* in good working order or condition; or
- ~~(f)~~ (e) you get electricity supplied to the *premises* in breach of this *contract*; or
- ~~(g)~~ (f) you commit a substantial breach of any of *your* obligations under this *contract*;

or

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

12.6 Things we must do before disconnecting your electricity supply

If we wish to disconnect your electricity supply because you fail to pay a bill within the meaning of clause 7.1 of the *code of conduct*, we will (subject to the *code of conduct* (where applicable to you)):

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

~~(a)~~(b) use our best endeavours to contact you to advise of the proposed disconnection; and

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

~~(c)~~(d) not disconnect you until at least 1 *business day* after the date that we say we ~~will~~ may disconnect your electricity supply in the *disconnection warning*.

If we wish to disconnect your electricity supply because you fail to give us or Western Power Networks access to the *meter* at the *premises*, we will:

~~(d)~~(e) only disconnect you if you deny access for at least ~~12~~9 consecutive months; and

~~(e)~~(f) give you at least a 5 *business days'* written notice:

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

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

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

~~(f)~~ (g) use our best endeavours to contact you; and

~~(g)~~ (h) give you an opportunity to offer reasonable alternative access arrangements; and

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

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

(j) if you have made a complaint directly related to the reason for disconnection to us, Western Power Networks, the *electricity ombudsman* ~~(as defined in the code of conduct)~~ or another external dispute resolution body and that complaint has not been resolved;

(k) after 3.00 pm Monday to Thursday;

(l) after 12.00 noon on a Friday; or

- (m) on a Saturday, Sunday, public holiday or on the *business day* before a public holiday except where *Western Power Networks* has arranged for a planned interruption under clause 12.2,

unless

- (n) *you* are a *business customer*; and
- (o) *your* normal trading hours fall within the time frames set out in paragraphs [\(k\)](#), [\(l\)](#) or [\(m\)](#) and do not fall within any other time period; and
- (p) it is not practicable for *us* or *Western Power Networks* to arrange for disconnection at any other time.

12.7 Reconnection of electricity supply

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

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

Before *we* arrange for *Western Power Networks* to reconnect *your* electricity supply under this clause 12.7, *you* must pay *us*:

- (a) all reasonable costs *we* incur in disconnecting *your* electricity supply; and
- (b) a fee for reconnecting *your* electricity supply under this clause 12.7 or accept an instalment plan for *our* fee for reconnecting *your* electricity supply under this clause 12.7; and
- (c) for all electricity that *you* used (or which *we* estimate that *you* used) and have not paid for (except to the extent *you* have agreed *our* offer for *you* to repay the debt via an instalment plan or other payment arrangement).

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

- (a) before 3.00pm on a *business day*, then *we* will forward *your* request to *Western Power Networks* on that day; and

[\(b\)](#) after 3.00pm on a *business day* or on a day that is not a *business day*,

then *we* will forward *your* request to *Western Power Networks* no later than the next *business day*.

12.8 Consequences of disconnecting your electricity supply

If *Western Power Networks* disconnects *your* electricity supply at *our* request under clause 12.5, then:

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

12.9 Reporting illegal use

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

13 ELECTRICITY SUPPLY

13.1 The nature of the electricity supplied to you

In order to sell electricity to *you*, we ask *Western Power Networks* to deliver the electricity through the electricity network.

The electricity network is operated by *Western Power Networks* and we cannot control the way in which *Western Power Networks* operates the electricity network. For example, we cannot control the quality, frequency or continuity of electricity being supplied to *you* through the electricity network.

As a result, the electricity supplied to *you*:

- (a) may not be free from interruptions or fluctuations and may fluctuate in quality from time to time;
- (b) will be of the quality of electricity contained in the electricity network; and
- (c) may not suit *your* specific needs if, for example, *you* have specific goods or equipment at *your* premises that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality.

There are things *you* can do to minimise the impact of these interruptions, fluctuations and other supply limitations so that *you* can protect *your* property and interests.

For example, in the case of an unexpected, prolonged power outage affecting *your* refrigerator/freezer contents, *you* may be reasonably able to minimise *your* loss (depending on the circumstances) by asking a friend/neighbour if *you* can use their refrigerator/freezer (if they are not affected by the outage) or by obtaining bagged ice from *your* local service station or other outlet. If those or similar options would not be reasonably available to *you* in that situation, then *you* should consider if the value of the contents of *your* refrigerator/freezer (such as important medicines or expensive foods, wines or other produce) means they are worth protection by some other, possibly more substantial and reliable means that *you* could reasonably put in place (such as a back-up power supply).

You are best placed to know *your* particular needs and how best to protect them. So, if *you* do have particular needs or specific goods or equipment that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality, then *you* should take reasonable care to ensure *you*:

- (e)d) address *your* particular needs, including making suitable alternative arrangements (for example, a back-up supply or alternative power source);
- (e)e) protect persons, property, goods and equipment at the *premises* from any loss, harm or damage that arises if the electricity supplied to *you* is not free from interruptions or fluctuations in supply or fluctuations in quality (for example, installing surge protection devices for sensitive equipment); and
- (e)f) otherwise do what *you* reasonably can to mitigate *your* loss arising from any interruptions or fluctuations in supply or fluctuations in quality.

Further, as electricity is by its nature inherently dangerous (including risks of fire and electrocution) *you* must take care in relation to *your* use and treatment of electricity supplied. *You* must only use electricity with appropriate wiring, fittings, appliances

and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed electrician. For more information on electricity safety please contact [Energy Safety Building and Energy – Department of Mines, Industry Regulation and Safety](#) [Department of Commerce](#).

13.2 Operation of the electricity network

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

- (a) supply *you* with a copy of the distribution standards if *you* pay *us* a fee; and
- (b) respond to a request about changes in the quality of *your* electricity supply that exceed the distribution standards; and
- (c) advise *you* about things *you* can do to avoid interfering with electricity network equipment or another person's electricity supply; and
- (d) forward *your* concerns to *Western Power Networks*.

For more information about how *you* can raise a concern with *us* about *your* electricity supply, visit *our* website or call *our* customer service centre.

14 LIABILITY

14.1 Protected rights

- (a) If *you* are a *Consumer*, *we* may be taken to have given *you* certain consumer guarantees under the *Australian Consumer Law* about the supply of goods (including electricity) or services (if any) to *you*. If *we* fail to comply with those consumer guarantees, then *you* may have rights against *us* under the *Australian Consumer Law* that *we* are prohibited by law from excluding, restricting or modifying.

However, where any electricity or other goods or services (if any) supplied under this *contract* are not of a kind ordinarily acquired for personal, domestic or household use or consumption, *our* liability for breach of any consumer guarantee applicable to *our* supply of those goods or, if applicable, services under the *Australian Consumer Law*, is (to the extent permitted by the *Australian Consumer Law*) limited to any one or more of the following, as determined by *us*:

- (i) the supply of equivalent goods or, as applicable, the supply of the services again;
 - (ii) the payment of the cost of acquiring equivalent goods or, as applicable, of having the services supplied again.
- (b) Nothing in this *contract* is to be taken to exclude, restrict or modify *Your Protected Rights* if and to the extent that *we* are prohibited by law from excluding, restricting or modifying them. This applies whether or not *you* are a *Consumer*.
 - (c) This clause 14.1 takes precedence over every other provision of this *contract* and applies despite any other provision of this *contract* to the contrary. If another provision of this *contract* has (or, but for this clause 14.1(c), would have) an effect that is inconsistent and conflicts with clause 14.1, then this clause 14.1 overrides that other provision and that other provision will not apply where and to the extent it is inconsistent and conflicts with clause 14.1.

14.2 Other liability limitations

(a) Protected rights have priority

Your Protected Rights are not excluded, restricted or modified by this clause 14.2, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

(b) All customers – general exclusion of implied warranties etc.

Unless this *contract* expressly provides otherwise, all conditions, warranties and guarantees *you* may have at any time in relation to this *contract* (including without limitation any rights of recovery or to compensation) however arising, are, to the maximum extent permitted by law, excluded. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

(c) All customers - general exclusion of our Supply Related Liability

We supply electricity, but we do not own or operate the network. The network is operated by *Western Power Networks*. Unless otherwise expressly provided in this *contract* (such as, in clause 14.2(e)), in no event are we liable to *you* for any *Supply Related Liability*. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

Although we, as an electricity retailer, may not be responsible for *Supply Related Liability*, if you ask us, we will raise concerns that *you* may have in relation to your electricity supply with *Western Power Networks*. *You* may also be eligible for a service standard payment from *Western Power Networks* in certain circumstances under the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 or the *code of conduct*. *You* can obtain more information about this payment by contacting *Western Power Networks* or us.

(d) All customers – our statutory liability limitations still apply

To the extent we are liable to *you* for any loss or damage under this *contract*, that liability is limited to the fullest extent permitted under law, including the *Energy Operators (Powers) Act 1979* (WA) and the *Electricity Corporations Act 2005* (WA). However, please note clause 14.2(a) which relates to *Your Protected Rights*.

(e) Residential customers & non contestable customers – additional limitations of our liability

If *you* are a *residential customer* or *you* are not a *contestable customer*, then to the fullest extent permitted by law we will not be liable to *you* for any loss, damage or liability (including any *excluded loss* and any *Supply Related Liability*) arising for any reason under or in relation to this *contract*. However, that limitation does not apply to any *direct loss* (including any *direct loss* that is *Supply Related Liability*) *you* suffer or incur to the extent it is caused by *our* negligence. In no event are we liable to *you* for any *excluded loss*. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

(f) Non residential, contestable customers – additional limitations of our liability

If *you* are a *contestable customer* and not a *residential customer*, then to the fullest extent permitted by law we will not be liable to *you* for any loss, damage or liability (including any *excluded loss* and any *Supply Related Liability*) arising for any reason under or in relation to this *contract*. However, that limitation does not apply to any *direct loss* (other than any *direct loss* that is *Supply Related Liability*) *you* suffer or incur to the extent it is caused by *our* negligence. In no event are we liable to *you* for any *excluded loss*. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

(g) **All customers - *our* liability limitations are cumulative**

Each of the limitations of *our* liability in this clause 14.2 applies in addition to each and every other relevant limitation of *our* liability, whether provided in this *contract*, at law or otherwise.

14.3 Indemnity

(a) **Protected rights have priority**

Your Protected Rights are not excluded, restricted or modified by this clause 14.3, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

(b) **Indemnity**

You must indemnify *us* fully against all and any loss, damage or liability of any kind caused by, consequent upon, or arising out of any acts or omissions on *your* part in relation to:

- (i) *your* breach of any term of this *contract*;
- (ii) *your* breach of any applicable laws; or
- (iii) *your* negligence, fraud, theft or other wrongful act or omission,

but only to the extent that such loss or damage was reasonably foreseeable as a possible consequence of *your* breach, negligence, fraud, theft or other wrongful act or omission, and that doing so would not be inconsistent and conflict with clause 14.1.

This indemnity is without prejudice to any other right or remedy *we* have and survives termination of this *contract*.

14.4 Legitimate interests

The terms of this clause 14 (including those that exclude, restrict or modify *our* liability) are reasonably necessary to protect *our* legitimate interests, including in the circumstances and for the reasons outlined in clause 13 and by appropriating risks so as to help minimise *our* charges for electricity for all *our* customers.

15 CONFIDENTIALITY OF YOUR INFORMATION

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

- (i) *we* have *your* prior written consent; or
- (ii) the law (including applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to disclose it; or
- (iii) *we* need to use the information for our regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- (iv) the information is already in the public domain; or
- (v) *we* believe *you* have obtained or used electricity illegally or in an unsafe manner and, as a result, *we* provide relevant information to the Economic Regulation Authority or the Director of Energy Safety, *Western Power Networks* or the Police (as appropriate); or
- (vi) *we* use the information for business purposes, provided that *we* will only do so subject to applicable laws and, if *you* are an individual purchasing electricity for a *private purpose*, then *we* will only do so to the extent such use:

- (A) does not cause a significant imbalance of the parties' rights and obligations arising under this *contract*; or
 - (B) is reasonably necessary in order to protect *our* legitimate interests from time to time; or
 - (C) does not cause *you* detriment (whether financial or otherwise); or
 - (D) is otherwise permitted under any of paragraphs (i) to (v) of this clause (both inclusive).
- (b) We will ensure *our privacy policy* is consistent with applicable privacy laws. A copy of *our privacy policy* is available on *our* website (www.synergy.net.au).
 - (c) You agree to the above arrangements, including to the terms of our *privacy policy* and any use or disclosure of *your* information which is required or permitted by this *contract*, our *privacy policy*, applicable privacy laws or any other law.

16 COMPLAINTS

If *you* wish to raise a complaint concerning *our* performance of *your* electricity supply, we encourage *you* to contact *us* to discuss the issue. We will manage and consider *your* complaint consistently with *our customer complaints policy* [which complies with Australian Standard AS/NZS 10002:2014 in relation to complaint handling and in accordance with the code of conduct](#). ~~We will ensure our customer complaints policy complies with the Australian Standard on Complaints Handling [AS ISO 10002:2006] as amended and in force from time to time.~~

If *you* are not satisfied with how *your* complaint is being managed *you* may have the complaint considered by a senior member of staff. If *you* are not satisfied with *our* response to *your* complaint *you* may request *our* response and reasons in writing. Should *you* remain dissatisfied with *our* response, *you* may raise the complaint with the [electricity ombudsman, Energy Ombudsman Western Australia](#) whose contact details can be found in *our customer complaints policy*.

17 INFORMATION

17.1 We will provide you with information

If *you* wish to obtain further information about the *contract* or the supply of electricity, please contact *us*. If *you* request it, we will provide *you* with [or make available to you in accordance with the code of conduct \(where applicable to you\)](#):

- (a) information on the *standard price* and *our* other fees [and charges](#) within 8 business days of the date of receipt of *your* request (where "date of receipt" has the meaning given to that term in the *code of conduct*); and
- (b) general information on energy efficiency, including how *you* may arrange for an energy efficiency audit of the *premises* and the typical running costs of major domestic appliances; and
- (c) information on the distribution of electricity; and
- (d) information on the types of *concessions* available to *you*; and
- (e) any other information we said we would provide *you* in this *contract*.

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

17.2 You must provide us with information

- (a) You must provide us with information we reasonably require for the purposes of this *contract* ~~and you acknowledge that any failure to provide us with such information may affect our ability to supply electricity to you under this *contract*.~~ For example without limitation, we may need personal details necessary to establish your identity or a *concession* on your account, determine tariff eligibility or verify that *life support equipment* is required at your *premises*. All information must be correct, and you must not mislead or misrepresent the information you provide to us. We have rights if information you provide is incorrect, misleading or deceptive.
- (b) In accordance with applicable laws we may disclose information to state and federal government agencies, regulatory authorities or agencies with statutory functions for the purposes related to this *contract*. Such information includes but is not limited to your personal details relating to *concessions* or *life support equipment*.

17.3 Change of information

You must tell us ~~if~~ **as soon as possible** if information you have provided to us changes. For example without limitation, 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) you change something at the *premises* which makes our access to the *meter* more difficult; or
- (c) you become aware of any problem with the *electricity supply equipment* which is at, or reasonably close to, the *premises*; ~~or~~
- (d) you are moving premises and would like to amend the premises under this *contract* pursuant to clause 23.9(b) of this *contract*.

18 ENDING THE CONTRACT

18.1 When the contract ends

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

18.2 When you can end the contract

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

18.3 When we can end the contract

We can end the *contract* by giving you prior notice if 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 of any of your obligations under this *contract*; or
- (e) breach any of your obligations under the *contract* for which we have a right under the *contract* or a written law to disconnect supply; or
- (f) cease to be either a *residential customer* or *business customer*; or
- (g) cease to be eligible for a *standard price*; or
- (h) without limiting any of the above paragraphs, breach any of your other obligations under this *contract* where that breach is capable of remedy and you fail to remedy the breach within 10 *business days* of us requesting you to do so.

We can end the *contract* without giving you prior notice if you vacate the *premises* and:

- (i) after reasonable enquiry we are satisfied you no longer occupy or reside at the premises and you do not request electricity supply from us in respect of different premises within a [30 day period from that date]; or

you inform us you no longer wish to obtain electricity supply from us under this contract.

18.4 What happens after a contract ends

If the *contract* ends:

- (a) We may arrange for a final meter reading and for disconnection.
- (b) We may issue a final bill to you.
- (c) We can charge you a fee for the final meter reading, disconnection and final bill, subject to the provisions of any written law.
- (d) ~~We can~~ We can remove or arrange for Western Power Networks to ~~We can~~ remove the *electricity supply equipment* at any time and you must let us have safe and unrestricted access to the *premises* to allow us to do so.
- (e) You will remain liable to pay any outstanding payments to us and we will have no further obligation to supply electricity to you.

19 SECURITY FOR PAYMENT OF BILLS

- (a) We can require you to provide security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.
- (b) If you provide a security deposit we will keep the security deposit in a separate trust account and identify it separately in our accounting records; and use and refund the security deposit in accordance with all applicable laws.

20 GST

- (a) In this clause:

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

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

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

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

21 **ADJUSTMENTS FOR A CHANGE IN LAW AND NETWORK ACCESS COSTS**

- 21.1 To the extent permitted by law, if a *change in law* occurs we may adjust the *standard price* applicable under the *contract* to the extent necessary to place us in the position we would have been in under the *contract* had it not been for the *change in law*.
- 21.2 To the extent permitted by law, if a change in *network access tariffs* occurs, or a new *network access tariff* is imposed, we may charge you an amount to the extent necessary to reflect that proportion of the effect of the new *network access tariff* or change in *network access tariffs*, which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of electricity we supply to you.
- 21.3 To the extent permitted by law, if you change the rate at which you use electricity, we may adjust the *standard price* applicable under the *contract* to the extent necessary to reflect that proportion of any increase in *network access tariffs* which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of electricity we supply to you.
- 21.4 This clause 21 does not limit or prejudice in any way any other rights we have from time to time to adjust the *standard price* applicable under the *contract*.

22 **SET OFF**

We may set off any amount owing to us under this *contract* against any amount payable by us to you under this *contract*. Nothing in this contract limits our ability at law to set off any amount owing to us under this *contract* against any amount payable by us to you under another *contract* you may have with us, or to set off any amount payable by us to you under this *contract* against any amount owing to us under another *contract* you may have with us.

23 **MISCELLANEOUS**

23.1 **Co-operation with Western Power Networks**

~~(a)~~ You agree to:

- ~~(a)~~ (a) co-operate with *Western Power Networks* in relation to the supply and consumption of electricity at the *premises*, including in relation to connecting ~~you~~ the *premises* to the *distribution system* and disconnecting the *premises* from the *distribution system*; and

~~(e)~~(b) allow us to give Western Power Networks your details.

23.2 Notices

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 23.2(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
 - (6) in the case of online feedback to us via our internet website contact system, on the date on which our systems record that the online feedback was successfully received; and
- (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*.

23.3 Electronic means

- (a) You agree that we can use *electronic means* to give information to you.
- (b) We can decide procedures as to how communication by *electronic means* will operate and what things can be communicated by *electronic means*.
- (c) If you are not able to receive information by *electronic means*, we can decide to give information to you by other means such as mail.

23.4 No assignment

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

23.5 Application of laws

Nothing in the *contract* limits or excludes the rights, powers and remedies that we have at law (including under the *Energy Operators (Powers) Act 1979* (WA) and the *Electricity Corporations Act (2005)* (WA)) or in equity.

The *contract* also does not in any way limit our or your obligations to comply with the lawful directions of any lawful authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

23.6 Entire Agreement

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

23.7 Waiver of rights

If we do not enforce any right under the *contract* then this must not be construed as a waiver of that or any other of *our* rights under the *contract* or otherwise prevent us exercising any of them later.

23.8 Governing Law

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

23.9 Amendments to Contract

(a) ~~You~~ We may change the *premises* under this *contract* at our discretion if:

- (i) you notify us you are moving out of in accordance with clause 9.3, or no longer require supply in respect of the *premises*; and
- (ii) you request supply of electricity in respect of alternative premises under the terms of our standard form contract within a period of [30 days] from the date you notify us; or
- (iii) we reasonably believe that you are taking supply of electricity at another supply address and you have not entered into a contract with us or another retailer for that supply.

(b) You may change the *premises* under this *contract* with our consent.

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

23.10 Effect of invalid terms

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

23.11 Authorised representatives

(a) You can, by giving us notice at any time at or after establishment of the *contract*, appoint a person nominated in your notice to be your authorised representative to act for and on your behalf under and in relation to the *contract*. By appointing an authorised representative you agree to give that person full, unrestricted power and authority to act for you and on your behalf as your agent under and in relation to the *contract* (but not any other matter). This includes, doing all or some of the following for you and on your behalf under and in relation to the *contract*:

- (i) incurring liabilities for you to pay money,
- (ii) accessing your account information and personal details,
- (iii) giving and receiving notices, consents, instructions and other information,
- (iv) making enquiries,
- (v) exercising rights, powers and remedies,
- (vi) completing transactions,
- (vii) changing contact details,
- (viii) arranging additional time to pay an invoice,

- (ix) entering into direct debit, instalment plans and other payment arrangements,
 - (x) requesting refunds,
 - (xi) changing *your standard price*,
 - (xii) requesting the provision of services such as a meter test,
 - (xiii) applying for new concessions and terminating existing concessions; and
 - (xiv) ending *your contract*.
- (b) Notwithstanding clause 23.11(a) *you* may limit the matters *your* authorised representative can perform on *your* behalf by providing notice to *us* including but not limited to specifying in that notice the matters *your* authorised representative cannot perform on *your* behalf.
- (c) Any such appointment commences on the date of appointment specified in *your* notice to *us* appointing the authorised representative (or any later date when *we* first receive that notice), and continues in full force and effect until:
- (i) the date for termination of appointment *you* specify in *your* notice to *us* terminating the appointment of *your* authorised representative (or any later date when *we* first receive that notice of termination); or
 - (ii) if *you* have not specified a date for termination of appointment of *your* authorised representative at the time of that appointment then the date in which *you* subsequently notify *us* to terminate the appointment of *your* authorised representative.
- (d) This clause 23.11 survives termination of the *contract* for any reason.

24 DEFINITIONS AND INTERPRETATION

24.1 Definitions

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

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

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

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

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

change in law means a change in an existing law or the imposition of a new law, which directly or indirectly, results in an increase in *our* cost of supplying or selling electricity to *you* under this *contract*.

Charges By-laws means the *Energy Operators (Electricity Retail Corporation) (Charges) By-laws 2006* (WA).

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

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

connection point has the meaning given to that term in the *metering code*.

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

contestable customer has the same meaning as in the *code of conduct*.

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

customer complaints policy means *our* published policy in force from time to time (as amended or replaced by *us* from time to time) describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request from *our* customer centre or from *our* website.

customer transfer code means the *Electricity Industry Customer Transfer Code 2016*⁰⁴ (WA) [as amended from time to time](#).

direct loss does not include any excluded loss.

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

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

electricity ombudsman has the same meaning as in [clause 1.5 of the code of conduct](#).

electricity supply equipment is defined in clause 8.1.

electronic means has the same meaning as in clause 1.5 of the *code of conduct*.

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

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

excluded loss means all and any of the following (whether or not known to or contemplated by *us* or *you*, or otherwise reasonably foreseeable at any time):

- (a) business interruption loss; or
- (b) lost profits;
- (c) loss of an opportunity;
- (d) *your* liability to others under contracts, applicable laws or otherwise;
- (e) indirect or consequential loss of any kind;
- (f) any loss to the extent it is caused by *your* own negligence or other fault; or
- (g) any loss to the extent it is caused by an *event beyond our control*.

~~**Interest Rate** means the rate calculated by us equal to the RBA cash rate as at that day increased by 6 percentage points.~~

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

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

metering code means the *Electricity Industry Metering Code* ~~2012~~⁰⁵ (WA) as amended from time to time.

MWh means megawatt hour.

network access tariff means the charges payable by us to *Western Power Networks* from time to time for transmission, distribution, metering and access services.

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

premises means the address to which electricity ~~will~~^{is} to be supplied to you under ~~the~~this contract, and as amended from time to time pursuant to clause 23.9(a) or 23.9(b) of this contract.

privacy policy means our published policy in force from time to time (as amended or replaced by us from time to time) specifying the steps taken by us to maintain customer confidentiality and which can be obtained on request from our customer centre or from our website.

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

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

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

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

standard price means a charge, fee or rental to be paid by you for or in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that we publish from time to time. Subject to the *Charges By-Laws* we can from time to time and at our discretion change the standard price you must pay to us for or in connection with the supply of electricity.

Supply Related Liability means any loss, damage or liability (including any excluded loss) arising for any reason from or in connection with:

- (a) any loss or curtailment of or interruption or delay in your electricity supply (including any delay in connection, disconnection or reconnection of your electricity supply);
- (b) any surge, disruption or fluctuation in electricity supply or its quality from time to time; or
- (c) us failing, for any reason, to supply electricity meeting any particular quality, reliability or quantity.

type 7 has the same meaning as Type 7 under the *metering code*.

verifiable consent has the meaning given to that term in the *code of conduct*.

we and **us** means Electricity Generation and Retail Corporation trading as Synergy (ABN 58 673 830 106) of 219 St Georges ~~28 Adelaide~~ Terrace, Perth, Western Australia.

Western Power Networks means the person who owns and operates the South West Interconnected System (as described in the *Electricity Industry Act 2004* (WA)).

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

your equipment is defined in clause 8.2.

Your Protected Rights means:

- (a) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law* (including in relation to *excluded loss*);
- (b) any other rights of recovery or to compensation *you* may have under law, including, for example, any service standard payments that may be payable to *you* under part 14 of the *code of conduct*; or
- (c) any other condition, warranty or guarantee (including the application of any consumer guarantee under the *Australian Consumer Law*) where applicable,

if and to the extent that *we* are prohibited by law from excluding, restricting or modifying them.

24.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or ~~unincorporate~~ unincorporated;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of the contract;
- (f) headings are included for convenience and do not affect the interpretation of the contract;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;

- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (n) if a date stipulated for payment or for doing an act is not a business day, the payment must be made or the act must be done on the next business day; and
- (o) a reference to a monetary amount means that amount in Australian currency and a unit of measurement is to an Australian legal unit of measurement, as defined in the *National Measurement Act 1960* (Cth).

Further Information

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

In writing:

Customer Service Manager
 Synergy
 GPO Box K851
 Perth WA 6842

In person:

~~219 St Georges Terrace~~ ~~28 Adelaide Terrace~~
 Perth WA 6000

By internet using our “contact us” web page:

www.synergy.net.au/contactus

~~www.synergy.net.au~~

By telephone:

For billing, payment enquiries and complaints ~~by residential customers~~, on

13 13 53 ~~for residential customers~~ ~~during~~ ~~between 7am and 7pm on business~~ ~~hours~~ ~~days~~; or

~~For billing, payment enquiries and complaints by business customers, on~~ 13 13 54 ~~for business~~ ~~customers~~ during business hours.

For TTY users (hearing impaired customers) on (08) 9221 8608 during business hours.

For telephone interpretation services (TIS) on 13 14 50 during business hours.

For customers residing outside Western Australia on (08) 6212 2222 during business hours.

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

[For information regarding Synergy’s Standard Electricity Prices and Charges, see our Terms and Conditions web page:](#)

<https://www.synergy.net.au/UtilityLinks/Terms-and-conditions>