

perthenergy

ELECTRICITY SUPPLY AGREEMENT

**Standard Form Contract
Terms & Conditions**

Perth Energy Pty Ltd
ABN 39 087 386 445
Address: Forrest Centre, 24th Floor, 221 St Georges Terrace, Perth, WA 6000
Email: info@perthenergy.com.au

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.

Please tick this box if you are requesting the supply of electricity during the Cooling-off Period:
(tick if required)

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 **Perth Energy** by its duly authorised representative:

Sign _____

Name (print) _____

Date _____

Cooling-off Period

This section only applies to unsolicited consumer agreements

In addition to Your rights under the Contract, 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:

- (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.

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

NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

Your additional rights to cancel this agreement

The following notice applies if this is an unsolicited consumer agreement as defined in the Australian Consumer Law (for more information on what constitutes an unsolicited consumer agreement, refer to www.accc.gov.au or contact the Australian Competition and Consumer Commission):

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 sections 73, 74, or 75 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 Contract, if there has been a breach of 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) sending us a notice, in an envelope addressed to:
Perth Energy, Forrest Centre 24th Floor, 221 St Georges Tce PERTH WA; or
- (c) sending us an email to info@perthenergy.com.au; or
- (d) sending us a fax to (08) 9474 9900,

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:	Perth Energy Pty Ltd (ABN 39 087 386 445)
Address:	Forrest Centre, 24th Floor, 221 St Georges Terrace, Perth WA 6000
Email:	info@perthenergy.com.au
Phone:	(08) 9420 0300

Customer details

Name:	
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.

Thank you for choosing Perth Energy.

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

Registered Office: Forrest Centre, 24th Floor, 221 St Georges Terrace, Perth WA 6000

Tel: (08) 9420 0300

Fax: (08) 9474 9900

Email: info@perthenergy.com.au

Website: www.perthenergy.com.au

Information about these terms and conditions, the Code of Conduct, Laws and regulations

The State Government regulates the contractual arrangements between electricity suppliers and customers. These terms and conditions, along with the Customer Schedule, set out mutual obligations for the supply of electricity from Us to You. They form the legally binding Contract for this supply.

These terms and conditions apply to the supply of electricity to customers consuming less than 160MWh of electricity per year. By signing the Customer Schedule that forms the front page to this Contract, You agree to these terms and conditions.

The Code of Conduct for the Supply of Electricity to Small Use Customers 2018 (the "Code") regulates the conduct of electricity marketing agents, retailers and distributors. The Code protects the interests of consumers and covers most aspects involved in the supply of electricity.

A number of Laws and regulations, both Commonwealth and State, govern the activities involved in the supply of electricity. The two most directly applicable to these terms and conditions are the Electricity Industry Act 2004 (WA) and the Electricity Industry (Customer Contracts) Regulations 2005 (WA).

What we mean

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

1. Supply of Electricity

We agree to sell electricity to You at Your Premises and You agree to purchase electricity from Us on the terms and conditions as set out in this Contract. The quantity of electricity supplied by Us to You will be the amount measured by the meter at Your Premises. We will also provide an account management service in accordance with the Code and with Our Customer Service Charter.

2. Commencement and Term

2.1. This Contract commences, subject to any cooling off period applicable to this Contract, on the date that You commence to take supply of electricity at the Premises from Us (other than by fraudulent or illegal means) (Commencement Date):

- (a) having entered into a supply and sale Contract with Us; or
- (b) without having entered into a supply and sale contract with Us; or

(c) having cancelled a supply and sale Contract with Us within the cooling-off period relating to the Contract, have continued to take supply of electricity without entering into a further supply and sale Contract with Us.

2.2. We must sell and You must pay Us for electricity consumed at the Premises from the Commencement Date. We will not commence supply during any cooling-off period unless You ask Us to be supplied with electricity during this period.

2.3. Unless You or We end the Contract earlier under this clause 2.3, this Contract continues for a period of 1 year from the day it came into effect. However, if 1 year passes without either You or Us ending the Contract under this clause 2.3, the Contract is automatically renewed for another 1 year period. This automatic renewal occurs each year until You or We end the Contract under this clause 2.3.

2.4. 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.

2.5. If You end this Contract because You enter into a Contract for the supply of electricity with another retailer, this Contract ends when We are deemed to receive notification from the Network Operator that Your Premises have been transferred to the other electricity retailer in accordance with the Customer Transfer Code.

2.6. If You are disconnected, and We terminate this Contract, the Contract ends when You no longer have any right to reconnection.

2.7. You can end the Contract at any time by advising Us at least 5 days before the day You want the Contract to end.

2.8. 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) consume more than 160MWh of electricity in any period of 12 months; or
- (e) commit a breach of any of Your substantial obligations under this Contract which gives Us the right to disconnect supply under this Contract or by Law.

2.9. If the Contract ends:

- (a) We may arrange for a final Meter reading and for disconnection on the day the Contract ends; and
- (b) We may issue a final bill to You; and
- (c) We can charge You a fee for the final Meter reading, disconnection and final bill; and
- (d) 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; and
- (e) You will remain liable to pay any outstanding payments to Us and We will have no further obligation to supply electricity to You; and
- (f) You must enter into a new Contract with Us if You want Us to supply You electricity.

3. Charges and Fees

3.1. You are required to pay Us the Contract Price and the price of other goods and services You choose to buy from Us. The Contract Price is set out in the Customer Schedule.

3.2. You must also pay all costs, fees and charges We can lawfully recover from You under the Relevant Regulations, as well as any taxes, levies, regulated charges, costs, fees and charges that We have to pay when We sell and supply electricity and other goods and services to You under this Contract. If You breach this Contract or a provision of the Relevant Regulations You will be required to pay any Fees We charge in relation to that breach as well as any costs We incur as a result of that breach, to the extent that they are not covered by the Fees.

3.3. The Customer Schedule We provide to You as the front pages to these terms and conditions will include the following information:

- (a) Your name;
- (b) Your contact details;
- (c) the supply address;
- (d) some of the Electricity Supply Equipment details;
- (e) the Contract Price;
- (f) the supply date; and
- (g) the Contract term.

If mutually agreed, the Customer Schedule may also be used to amend these terms and conditions. This, however, will result in the Contract becoming a non-standard contract for the purpose of the Code.

3.4. A Contract Price can include a fixed component and a usage component based on the amount of electricity You use. The usage component can be charged at different rates depending upon the amount of electricity You use.

3.5. We can charge You Fees that are in addition to the Contract Price. You must pay Us the fees that apply to You.

Changes or Adjustments to Charges

3.6. If We have agreed a fixed Contract Term with You and a Contract Price is specified in the Customer Schedule, We cannot change the Contract Price without Your prior agreement during the Contract, except as provided in clauses 3.7, 3.8 and 3.9.

3.7. We may increase the Contract Price or Fees by CPI on each 1 January, 1 April, 1 July or 1 October during the Contract ("Adjustment Date") in accordance with the CPI Escalation formula.

3.8. If at any time after the execution of this Contract there occurs:

- (a) a change in existing Law (other than a Law relating to income tax or capital gains tax); or
- (b) a new Law (other than a Law relating to income tax or capital gains tax);
- (c) (including a Law introducing a carbon tax or emission trading scheme or otherwise in respect of carbon) which directly results in an increase or decrease in Our cost of supplying electricity under this Contract ("Change in Law"), then We may change the Contract Price or Fees based on the net financial effect on Us as a consequence of the Change in Law, in all cases being sufficient to put Us into the position We would have been in had it not been for the Change in Law.

3.9. If a change in the Network Access Tariffs occurs, or a new Network Access Tariff is imposed, We may adjust the Contract Price to the extent necessary to reflect that proportion of the effect of the new Network Access Tariffs 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.

3.10. If You change the rate at which You use electricity, We may adjust the Contract Price 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 to You, taking into account the amount of electricity We supply to You.

Other Fees

3.11. We can charge you fees that are in addition to Contract Price. You must pay Us the fees that apply to You. We can charge You Fees for:

- (a) Your account application; and
- (b) reading Your Meter when access was not possible (see clause 11); and
- (c) testing Your Meter (see clause 5.4); and
- (d) sending You overdue notices (see clause 6.4); and
- (e) reading Your Meter when You move out of the Premises (see clause 12.7); and

- (f) turning off Your electricity in some situations (see clause 14.5); and
- (g) turning on Your electricity in some situations (see clause 15); and
- (h) removing or physically disconnecting the Meter (see clause 14); and
- (i) replacing or physically reconnecting the Meter (see clause 12); and
- (j) other non-standard connection costs; and
- (k) other Fees.

3.12. All charges identified in clauses 3.4 and 3.5 will be itemised on Your bill. For an explanation of Our fees please visit Our website or call Us.

4. Notices

4.1. Any notice or other communication given under the Contract:

- (a) does not have to be in writing, unless the Contract expressly requires that the notice or communication must be in writing;
- (b) subject to clause 4.1(c), is taken to be received:
 - (1) in the case of a verbal communication, at the time of the communication; and
 - (2) in the case of hand delivery, on the date of delivery; and
 - (3) in the case of post, on the second business day after posting; and
 - (4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (5) in the case of e-mail, on the date on which the sender's computer or other device from which the email was sent records that the e-mail was successfully transmitted; 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.

4.2. In this Contract, when We say We will publish information We will:

- (a) post information on Our website; or
- (b) communicate to You information at the Premises according to clause 4.1.

4.3. Electronic communication will be managed as follows:

- (a) We can use electronic communication (such as e-mail or SMS) to give information to You with Your consent.
- (b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically. For more information about electronic communication, visit Our website or call Us.

5. Billing

Basis for the Bill

5.1. We use meter readings to prepare Your bill. We bill You on the amount of electricity You use.

5.2. We will use Our best endeavours to ensure that the Network Operator reads the Meter once every Billing Cycle and the Network Operator reads the Meter at Your Premises at least once every 12 months.

5.3. If We base Your bill on an estimate of electricity consumption, upon Your request:

- (a) We will advise You of the basis and the reasons for the estimation; and
- (b) arrange a Meter reading.

If We have provided You with a bill based on an estimate of electricity consumption, and subsequently Meter data becomes available, We will adjust the amount payable to take into account that Meter data in Your next bill.

- 5.4. You can ask Us to test the Meter to ensure that it is measuring accurately and We will arrange for the Network Operator to test the Meter if You first pay to Us a Meter testing fee. If We find that the Meter is not measuring accurately, then We will refund the Meter testing fee to You. If the Meter is not measuring accurately, We will also arrange for the Network Operator to either repair or replace the Meter at no charge to You.
- 5.5. By “accurate”, We mean the Meter is measuring as accurately as the law requires.
- 5.6. We will bill You at least once every three months and in accordance with the Billing Cycle that We set for Our customers from time to time, unless We and You have agreed otherwise. As an indication, Our Billing Cycle is no more than once every one month and no less than once every three months.

Information on the Bill

- 5.7. Your bill will contain the following information relevant to the Billing Cycle:
- (a) the account name and account number; and
 - (b) the Premises address and (if required) mailing address; and
 - (c) the Contract Price that We charged You; and
 - (d) the Fees We charged You; and
 - (e) the amount due and the due date; and
 - (f) the telephone number for billing and other payment enquiries; and
 - (g) the telephone number to contact if You are experiencing payment difficulties (see clause 6.9 for information about payment difficulties); and
 - (h) the 24-hour telephone number for faults and emergencies; and
 - (i) the dates and results of the previous and current Meter readings or estimates; and
 - (j) Your electricity use or estimated use; and
 - (k) the Meter or property number; and
 - (l) the ways You can pay Your bill, including information about payment methods and payment options available to You (see clause 6.3 for some of the payment options); and
 - (m) the amount of arrears or credit and the details of any adjustments; and
 - (n) the amount of any other charge and the details of any service provided; and
 - (o) the availability of a Meter test on the conditions described in clause 5.4; and
 - (p) interpreter services; and
 - (q) the interest rate We applied to any outstanding amounts; and
 - (r) the details of security You provided (in accordance with clause 7.2).

The Contract Price and other Fees will be separately itemised on Your bill. If We provide You with additional goods and services during the Billing Cycle, We will also include a description of those goods or services.

6. Payment

- 6.1. You must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 Business Days from the date of the bill.
- 6.2. You can pay Your bill using a range of payment options, including payment in person and by mail.

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

Late Payments

6.4. If You do not pay the total amount payable for any bill by the due date, then We can:

- (a) send a Disconnection Warning to You; and
- (b) charge You a fee for each overdue account notice We send to You (but only when we are legally entitled to charge a fee); and
- (c) charge You interest on the amount You have not paid; and
- (d) disconnect Your electricity supply; and
- (e) shorten Your Billing Cycle.

6.5. The interest rate charged on outstanding amounts will be 12.75 percent per annum (calculated daily). We may change this rate. If We do change this rate, We will publish the changes (see clause 4.2 for how We publish information).

6.6. If You do not pay the total amount payable for any bill after We send a Disconnection Warning to You, then We can refer Your debt to a debt collection agency for collection and if We do so, You must pay any costs that We incur in connection with the recovery of the unpaid bill (including the agency Fees and legal Fees).

6.7. If You pay a bill and the payment is dishonoured or reversed and, as a result, We incur costs or have to pay Fees to any other person, You must reimburse Us for those costs and Fees.

6.8. Unless You direct Us otherwise:

- (a) We will apply Your payment to the amount due for Your electricity use before applying it to other items; and
- (b) if We also supply gas to You, then We will apply Your payment to the amount due for Your gas use and electricity use in equal proportions before applying it to other items.

If You Are Having Trouble Paying Your Bill

6.9. If You are having trouble paying Your bills, please advise Us. We will offer the following options to You:

- (a) instalment plan options, such as a Payment Plan; or
- (b) redirection of a bill to a third person; or
- (c) information about, and referral to, government assistance programs; or
- (d) information about independent financial counselling services.

We will assess Your request within 5 Business Days of Your request and We will offer You assistance in accordance with Our Payment Difficulties and Financial Hardship Policy.

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

Billing Data

6.10. If You ask Us, and at the time of the request You are Our customer, We will give You a copy of Your billing data held by Us for the Premises within 10 business days of Our receipt of Your request.

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

- (a) for the period 2 years before a request; and
- (b) if the request is in relation to a complaint made by You to the Electricity Industry Ombudsman.

- 6.12. If You want billing data for a period before the date We started to supply You electricity, You will need to ask Your former electricity retailer for the billing data.
- 6.13. If You ask Us, and at the time of the request You are Our customer, We will, within 8 business days of being asked, give You information on any alternative tariffs that may be available to You.

7. Credit Worthiness and Refundable Advances

7.1. You authorise Us to conduct a credit check assessment on You.

Security

- 7.2. We can require You to provide Us with a security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee. We may seek security from you where;
- (a) Your credit rating according to external credit agencies we may use from time to time is such that we are unable to obtain credit insurance in respect of Your account on terms acceptable to Us; or
 - (b) You have previously failed to settle a debt with Us; or
 - (c) You have previously breached the Contract or any other agreement with Us.
- 7.3. The amount of Your security will be no more than 1.5 times Your average bill if You pay quarterly or 2 times Your average bill if You pay monthly. To determine Your average bill, We can use Your billing history taken over the 3 preceding billing cycles or the consumption history of similar customers or business types. In the case of a new supply, or if it is anticipated upon reasonable grounds that Your consumption will be substantially increased, or where the accounting period is or has been of varying duration, or in any other case, such amount as We determine having regard to the methods of assessment set out in this clause unless or until one of those methods of assessment becomes applicable.
- 7.4. If You provide a security under this clause, then:
- (a) We will keep the security in a trust account and identify it separately in Our accounting records; and
 - (b) interest will accrue daily at the bank bill rate (as defined in the Relevant Regulations) and is capitalised every 90 days unless paid. We will advise You of the current bank bill rate within 3 Business Days of You asking us to do so.
- 7.5. For the avoidance of doubt, if the security provided is in the form of a bank guarantee, or in some other manner which We consider sufficient to protect Our financial interest, We will not require security to be given by way of a cash deposit.
- 7.6. Where:
- (a) the security provided is in excess of the amount noted in clause 7.3, the amount required by Us shall be re-assessed; or
 - (b) We no longer consider the security provided to be appropriate for its original purpose, We shall re-assess whether security should be required for that purpose and, if so, the amount of the security required, and the security shall be returned, discharged or modified accordingly.

When We Will Use Security

- 7.7. We will only use Your security, together with any accrued interest, to offset any amount You owe Us if:
- (a) Your failure to pay a bill resulted in the disconnection of supply at the Premises; or
 - (b) You default on a final bill; or
 - (c) You default on Your bill and You and Us agree that We can use the security to avoid disconnection; or
 - (d) You have so requested because You are leaving the Premises or asked Us to disconnect supply at the Premises; or
 - (e) You transfer to another retailer.

7.8. If We use Your security under clause 7.7 above, then within 10 Business Days We will provide You with an account and pay You any balance together with any interest.

Credit Reporting

7.9 The *Privacy Act 1988* (Cth) and other legislation regulates consumer credit reporting in Australia and limits the information We can provide to credit reporting bodies about You and how we can use Your credit report.

8. GST

8.1. In this clause:

- (a) An expression or word used in this clause which has a particular meaning in the GST Law, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
- (b) A reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any GST group of which that party is a member.

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

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

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

- (a) We must provide a refund or credit to You, or You must pay a further amount to Us, as appropriate, at the same time as the GST exclusive component of the adjustment is refunded or paid;
- (b) the refund, credit or further amount (as the case may be) will be calculated by Us in accordance with the GST Law; and
- (c) We must notify You of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the supply, Our requirement to notify You will be satisfied by Us issuing to You an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

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

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

9. Review of Bill

9.1. We will review a bill at Your request, provided that You agree to pay any future bills and the lesser of:

- (a) the portion of the bill under review that You and We agree is not in dispute; or
- (b) an amount equal to the average amount of Your bills for the previous 12 months.

9.2. If the bill is found to be incorrect, We will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If the bill is found to be correct, You may request to have Your Meter tested to establish whether it is measuring accurately. If the Meter is found to comply with the Metering standards set in the Metering Code, You must pay Us all costs associated with the test and pay the amount of the bill. We will advise you of Our Customer Complaints Policy as well as any external complaints handling processes.

Undercharging

9.3. We may recover from You any amount You have been undercharged. Where You have been undercharged as a result of Our error, including a Metering error, We will only recover the amount undercharged in the last 12 months prior to the date on which we notified you that undercharging had occurred (the "Undercharged Amount") and will not charge You interest on the Undercharged Amount. We will show the Undercharged Amount as a separate item on Your bill, together with an explanation of the amount that was undercharged.

9.4. We must offer You the opportunity to pay the Undercharged Amount in instalments.

9.5. Where We have undercharged You as a result of fraud by You, We may take action against You. This may include:

- (a) disconnecting supply to Your Premises in certain circumstances;
- (b) estimating the electricity usage at the Premises for which You have not paid Us; and
- (c) taking debt recovery action against You for the unpaid amount as well as any disconnection costs and Our reasonable legal costs.

Overcharging

9.6. If You have been overcharged We will:

- (a) notify You of this overcharging within 10 Business Days after We become aware of the overcharging;
- (b) provide You with a refund for the overcharged amount ("Correcting Refund");
- (c) refund any charge to You for testing the meter where the Meter is found to be defective; and
- (d) not pay You interest on the Correcting Refund.

9.7. Where We are required to pay You a Correcting Refund under the Contract, You can choose whether We make the Correcting Refund as:

- (a) a credit to Your account;
- (b) a payment directly to You; or
- (c) a payment to a third party (if You have given Us written instructions to this effect).

9.8. If You instruct Us to credit the overpayment to Your account or repay it to You, We will credit or repay the overpayment in accordance with Your instructions within 12 Business Days of receiving the instructions. If We do not receive any instructions from You within 5 Business Days of Us advising You of the overpayment, We will use Our reasonable endeavours to credit the amount overcharged to Your account.

10. Metering

10.1. We or the Network Operator will provide, install and maintain Electricity Supply Equipment, including the meter and necessary ancillary equipment at the Premises, after due consideration of Your wishes.

10.2. The Electricity Supply Equipment remains the property of the Network Operator at all times and the Network Operator is responsible for installing and maintaining the Electricity Supply Equipment.

10.3. You must not do anything that will damage or interfere with the Electricity Supply Equipment or use electricity in a way that interferes with that equipment.

10.4. "Electricity Supply Equipment" means the Meter and any electrical facilities or other equipment used to transmit or measure electricity for transfer to You, before the point where electricity is transferred from the Meter.

10.5. You are responsible for keeping Your Equipment in good working order and condition and taking reasonable precautions to protect Your Equipment against surges or interruption in the electricity supplied to You. You must not let anyone other than the holder of an electrical worker's license granted under the Electricity (Licensing) Regulations 1991 (WA) work on Your Equipment. "Your Equipment" is all equipment located after (downstream of) the point that electricity leaves the Meter at the premises which is used to take supply of or consume electricity except any Electricity Supply Equipment.

10.6. You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the Electricity Supply Equipment; or
- (b) do anything that will prevent Us from accessing the Electricity Supply Equipment; or
- (c) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else; or
- (d) unless You have Our permission, turn the Meter on if the Meter has been turned off by Us or by the Network Operator; or
- (e) allow anyone else to do the things described in this clause 10.3.

11. Access

11.1. You must let Us or persons nominated by Us (including the Network Operator) have safe and unrestricted access to the Premises when We need it:

- (a) to read the Meter; or
- (b) to inspect or work on the Electricity Supply Equipment; or
- (c) to inspect the electricity installation;
- (d) to disconnect or reconnect Your electricity supply; or
- (e) to inspect or work on Your Equipment; or
- (f) for any other reason relating to the supply of electricity to the Premises.

11.2. We will give You 24 hours' notice before We or the Network Operator enters the Premises for the purposes allowed in this Contract, except:

- (a) for routine Meter reading or Meter replacement; or
- (b) in an emergency; or
- (c) if We suspect that electricity is being used illegally at the Premises.

11.3. If We or the Network Operator enters the Premises for the purposes of planned work then We will give You at least 5 days' notice.

11.4. Any representative of the Network Operator or Us who enters the Premises will wear, in a visible manner in accordance with Our or the Network Operator's requirements, official identification and will show it to You if You are at the Premises.

12. Electricity Supply at Your premises

Moving Into the Premises

12.1. If You move into the Premises, then before We supply You electricity at the Premises, We can require You to:

- (a) apply to Us for electricity supply (by phone, by e-mail, in person or in writing) and provide Us with identification We consider acceptable; and
- (b) provide Us with assurance that We will be able to access the Meter (and other Electricity Supply Equipment) according to clause 11; and
- (c) provide Us with contact details for billing purposes; and

- (d) provide Us with contact details of the property owner or agent if the Premises is a rental property; and
 - (e) in the case of a new electricity connection, provide Us with information about Your estimated electricity usage; and
 - (f) agree to pay Us all relevant charges and fees according to this Contract; and
 - (g) provide Us with a security in accordance with clause 7.2; and
 - (h) pay Us any outstanding debt You owe Us for the supply of electricity at another Premises (but not debts that are subject to a dispute or repayment arrangements).
- 12.2. We will sell You electricity from the day that Your electricity supply is turned on at the Premises. We will use Our best endeavours to make supply available to You at the Premises by the date We agreed to sell You electricity or, if no date was agreed, within 20 Business Days from the date of Your application.
- 12.3. If You move into the Premises and it does not already have an existing electricity connection, then before We supply You electricity at the Premises each of the following conditions must be satisfied:
- (a) You do the things listed in clause 12.1; and
 - (b) the Electricity Supply Equipment (and its installation) complies with the regulatory requirements; and
 - (c) if We ask You, You have given Us notices of installation from a electricity installer; and
 - (d) there is an adequate supply available at the boundary of the Premises.
- 12.4. If at the time of entering into the Contract, You are supplied electricity at the Premises by an electricity retailer other than Us, We will begin to supply You with electricity under the Contract on the date You are transferred from the other electricity retailer to Us by the Network Operator in accordance with the Customer Transfer Code.
- 12.5. Before We supply electricity to You at the Premises, each of the following conditions must be satisfied:
- (a) You do the things listed in clause 12.1; and
 - (b) the Electricity Supply Equipment (and its installation) complies with the regulatory requirements; and
 - (c) there is an adequate supply available at the boundary of the Premises; and
 - (d) the Meter at the Premises is available to use.

Moving Out of the Premises

- 12.6. If You move out of the Premises and no longer wish to obtain electricity supply at the Premises, You must advise Us:
- (a) at least 5 Days before You move out; and
 - (b) of an address where the final bill can be sent.
- 12.7. If You advise Us as described in clause 12.6(a), and You move out of the Premises at the time specified in Your notice, then We will make a final Meter reading on the day that You move out of the Premises and issue a final bill to You. In that case, You are only required to pay for electricity used up to the day You move out of the Premises.
- 12.8. If You advise Us as described in clause 12.6(a), and You move out of the Premises before the time specified in Your notice then You must pay for electricity up to the time specified in Your notice unless You have demonstrated to Us that You were evicted from the Premises or were otherwise required to vacate the Premises.
- 12.9. If You do not advise Us as described in clause 12.6(a), then subject to any applicable laws, We may require You to pay for electricity used at the Premises for up to a maximum of 5 days after We discover that You have moved out of the Premises. However, We will not require You to pay for electricity used at the Premises from the time that a new customer has an obligation to pay for electricity supply at the Premises under a new Contract.

- 12.10. If Your final bill is in credit after You have paid Us all amounts payable under clause 12, then You can choose to have Us credit Your new account with this amount or repay the amount to You.
- 12.11. If the Network Operator does not carry out a final meter reading on the day the previous customer moved out, We will estimate how much electricity You used and how much the previous customer used. We will try to share the cost of electricity between You and the previous customer:
- (a) so that You and the previous customer each pay a fair share; and
 - (b) so that we do not overcharge or undercharge You.

Network Operator

- 12.12. You agree to:
- (a) co-operate with the Network Operator in relation to connecting Your Premises to the Electricity Network; and
 - (b) allow Us to give the Network Operator Your details.
- 12.13. Although We are separate companies, We may ask the Network Operator to do things for Us (such as turn on Your electricity supply or read Your Meter). Where the Contract says We will do things that relate to the disconnection or reconnection of supply and the Electricity Supply Equipment, We may ask the Network Operator to do those things for Us.

13. Disputes

- 13.1. If You wish to raise a complaint concerning Our performance or Your electricity supply, We encourage You to contact Us to discuss the issue. We will manage any complaint according to the Australian Standard on Complaints Handling AS/NZS ISO 10002-2014 and Our Customer Complaints Policy.
- 13.2. If You are unhappy with Our response, You may make a complaint to a higher level within Our management structure. If You are still unhappy with Our response, then You may refer the complaint to the Electricity Industry Ombudsman (You should give Us the opportunity to respond to Your complaint before You refer it to the Electricity Industry Ombudsman). For more information about Our Customer Complaints Policy and the Electricity Industry Ombudsman, visit Our website or call Us.

14. Disconnection

Disconnection for Emergencies and Planned Work

- 14.1. 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 the Network Operator requires Us to do so. In this case, You can get information on the nature of the Emergency and an estimate of when electricity supply is likely to be restored by contacting the Network Operator's 24-hour emergency line.
- 14.2. We will try to arrange for the Network Operator to turn Your electricity on again as soon as possible.
- 14.3. Nothing in the Contract limits Our, or the Network Operator's, statutory powers in relation to emergencies and safety.
- 14.4. We can interrupt or disconnect Your electricity supply if the Network Operator needs to carry out planned work on the Electricity Network. If this occurs, We will provide You with notice of any planned work as required by any Relevant Regulations.

Disconnection Due to Your Actions

- 14.5. In addition to the reasons in clauses 14.1 and 14.4, We can arrange the Network Operator to disconnect Your electricity supply, acting in accordance with clause 14.4 and applicable laws (see clause 16 for information about the Network Operator), if:
- (a) You fail to pay a bill (either for the Premises or a previous Premises) in full by the due date shown on the bill (see clause 5 for information about billing); or
 - (b) You do not agree to a Payment Plan or other payment option; or

- (c) You do not perform Your obligations under a Payment Plan or other payment option; or
- (d) You do not give Us or the Network Operator safe and unrestricted access to the Premises or the Meter (see clause 10 for information accessing the premises); or
- (e) You commit a fraud relating to Our supply of electricity to You at the Premises or any other Premises; or
- (f) You get electricity supplied to the Premises illegally or in breach of a Relevant Regulation or code; or
- (g) where We require You to provide Us security, You fail to provide it to Us (see clause 7.2 for information about security); or
- (h) You fail to keep Your Equipment in good working order or condition (see clause 10 for information about Your Equipment); or
- (i) You get electricity supplied to the Premises in breach of this Contract.

We can charge You a fee for disconnecting Your electricity supply in these circumstances.

Disconnection for Failure to Pay a Bill

14.6. If We wish to disconnect Your electricity supply because You fail to pay a bill, then We will:

- (a) give You a Reminder Notice not less than 15 Business Days from the date that We issued You the bill advising You that payment is overdue and requiring payment by a specified date (which will be not less than 20 Business Days after the date that We issued You the bill); and
- (b) if You still have not paid Us by the time indicated in the Reminder Notice, then give You a Disconnection Warning advising You that We will disconnect You on a day that is at least 5 Business Days after We give You the Disconnection Warning; and
- (c) not disconnect You until at least 1 Business Day after the date that We say We will disconnect Your electricity supply in the Disconnection Warning;
- (d) advise You of the existence and operation of Our Customer Complaints Policy, including the existence and operation of the Electricity Industry Ombudsman and specifying the Freecall telephone number of the Electricity Industry Ombudsman.
- (e) We will not disconnect You unless:
 - i. You have not accepted Our offer of a Payment Plan (if any) within the specified period; or
 - ii. You have accepted Our offer of a Payment Plan, but not have taken reasonable action towards settling the debt within the specified time.

For more information about Your options if You have payment difficulties, refer to Your bill, visit Our website or call Us.

Disconnection for Failure to Provide Access

14.7. If We wish to disconnect Your electricity supply because You fail to give Us or the Network Operator access to the Premises, We will:

- (a) only disconnect You if You have denied access for the purposes of reading the Meter for the purposes of issuing bills for 9 consecutive months; and
- (b) give You a notice requesting access to the Meter at the Premises each time access was denied; and
- (c) use Our best endeavours to contact You; and
- (d) give You an opportunity to offer reasonable alternative access arrangements; and
- (e) send to You a Disconnection Warning advising You that We will disconnect Your electricity supply on a day that is at least 5 business days after You are deemed to receive the Disconnection Warning.

Disconnection for Failure to Provide Security

14.8. If We wish to disconnect Your electricity supply under 14.5(g) because You fail to provide any required security to Us, We will only disconnect Your electricity supply after We send to You a Disconnection Warning advising You that We will disconnect Your electricity supply on a day that is at least 5 business days after You are deemed to receive the Disconnection Warning.

When We Won't Disconnect Your Electricity

14.9. We must not disconnect Your electricity supply if:

- (a) You give Us a statement from an Appropriately Qualified Medical Practitioner stating that Your electricity supply is necessary to protect the life or health of a person who lives at the Premises and You have entered into arrangements acceptable to Us in relation to payment; or
- (b) You have applied for a government concession or grant and the application has not been determined; or
- (c) You have made a complaint to the Electricity Industry Ombudsman about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved; or
- (d) You have agreed to a Payment Plan or other payment option; or
- (e) You cannot pay Your bill because of a lack of income or other means and We have not done the things We must do in clause 14.4; or
- (f) You have not paid Your bill, but the outstanding amount is less than an average bill over the previous 12 months, and You have agreed to repay the outstanding amount; or
- (g) You have an amount outstanding on Your bill that does not relate to the supply of electricity but relates to some other good or service; or
- (h) disconnection would occur after 12:00 noon on a Friday, after 3.00 pm on any other Weekday, on a Weekend or on a Public Holiday or the Business Day before a Public Holiday, except in the case of interruptions or disconnections for planned work (see clause 14.4 for information about planned work).

Consequences of Disconnection

14.10. If the Network Operator disconnects Your electricity supply at Our request under this clause 14, then:

- (a) We can or You can arrange for the Network Operator to remove or physically disconnect the meter at the same time that the supply of 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 except if our actions were due to:
 - i. an Emergency not caused by You; or
 - ii. planned work; and
- (c) You must not reconnect the electricity supply.

14.11. If We think You have used, or are obtaining electricity illegally, then We can advise the Director of Energy Safety, the Network Operator and the Police (as appropriate) and give them any information that We have in relation to Your electricity use.

14.12. We can charge You a fee for disconnecting Your electricity supply except if the disconnection was due to:

- (a) an Emergency not caused by You; or
- (b) planned work.

15. Reconnection

15.1. If Your electricity supply is disconnected under clause 14, then We will arrange for the Network Operator to reconnect Your electricity supply in accordance with Part 8 of the Code 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.

15.2. We can charge You a fee for reconnecting Your electricity supply except if the disconnection was due to:

- (a) an Emergency; or
- (b) planned work.

16. Our responsibility for Electricity Supply

16.1. In order to sell electricity to You, We ask the Network Operator to deliver the electricity through the Electricity Network.

16.2. The Electricity Network is operated by the Network Operator and We cannot control the way in which the Network Operator operates the Electricity Network. For example, We cannot control the quality or continuity of electricity being supplied to You through the Electricity Network.

16.3. However, if You are a Consumer, then certain consumer guarantees to do with Our supply of electricity to You will arise under the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth) and the Fair Trading Act 2010 (WA). These terms cannot be excluded or modified by any provision of this contract.

16.4. Except where You are a Consumer and a consumer guarantee requires Us to do so:

- (a) We do not guarantee that the electricity supplied to You will be of any particular quality or that You will obtain a continuous supply of electricity without interruptions; and
- (b) We will not be liable to You for:
 - i. any loss or damage associated with any surge in the electricity supply or Us failing to supply electricity meeting any particular quality; or
 - ii. business interruption loss; or
 - iii. lost profits; or
 - iv. loss of an opportunity; or
 - v. Your liability to other people under contracts or otherwise,whether arising from or in connection with Our breach of Contract, Our breach of statutory duty, Our negligence or otherwise.

16.5. 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 the Network Operator.

16.6. For more information about Our liability to You under this Contract, visit Our website or call Us.

17. Liability

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

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

17.3. Our liability, if any, under this Contract is limited to the maximum extent permitted by section 64A of the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth). That is, in relation to

the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, Our liability for breach of this Contract is limited to (at Our option):

- (a) in the case of goods being electricity:
 - (1) the replacement of the electricity or the supply of equivalent electricity; or
 - (2) the payment of the cost of replacing the electricity or of acquiring equivalent electricity; or
- (b) in the case of services:
 - (1) the supply of the service again; or
 - (2) the payment of the cost of having the services supplied again.

17.4. Business Customers must take reasonable precautions to minimise the risk of loss or damage to any equipment, Premises or business of the Business Customer, which may result from poor quality, or reliability of electricity supply.

18. Privacy and Personal Information

18.1. Unless We are permitted to do otherwise under this Contract, We will keep Your information confidential in accordance with the procedures and steps set out in Our Privacy Policy. In particular, We will keep Your information confidential unless (in accordance with the Code):

- (a) We have Your prior written consent; or
- (b) the law (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits Us to do so; or
- (c) We need to use the information for Our regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- (d) the information is already in the public domain; or
- (e) We believe You have used electricity illegally and, as a result, We provide relevant information to the Director of Energy Safety, the Network Operator, and the Police; or
- (f) We use the information for business purposes.
- (g) You have not paid Your electricity bill, and We disclose information to a credit reporting agency, but We will not provide information about a default to a credit reporting agency if:
 - i. You have made a complaint in good faith about the default and the complaint has not been resolved; or
 - ii. You have requested Us to review Your electricity bill and the review is not yet completed.

18.2. For more information about Our Privacy Policy, visit Our website or call Us.

19. Information

19.1. We will provide or make the following available to You:

- (a) a copy of the terms and conditions of this Contract; and
- (b) a copy of the Relevant Regulations and a copy of any code; and
- (c) a copy of the distribution standards; and
- (d) information about Our policies and Our customer service charter; and
- (e) information about the Contract Price and other Fees You must pay; and
- (f) information about energy efficiency; and

- (g) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.9 of this Contract; and
- (h) Your billing data according to clause 6.10; and
- (i) any other information We said We would give You in this Contract.

19.2. Unless We are legally required to provide the information free of charge, We will charge You a reasonable fee.

19.3. You must advise Us as soon as possible if:

- (a) there is a change in Your contact details or the address to which Your bills are to be sent; or
- (b) the person responsible for paying Your bills changes; or
- (c) You change something at the Premises which makes Our access to the Meter more difficult; or
- (d) You become aware of a problem with the Electricity Supply Equipment which is at, or reasonably close to, the Premises; or
- (e) You change the way You use electricity (such as if You no longer use Your electricity supply for a residential purpose); or
- (f) You are planning a change to Your Equipment that may affect the quality or safety of electricity supply to You or anyone else.

20. Assignment

20.1. You may not assign this Contract without Our prior written consent.

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

21. Variation

21.1. We can change the terms and conditions of the Contract from time to time without Your consent subject to those changes being approved by the Economic Regulation Authority, in which case Your Contract will be deemed to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

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

22. Force Majeure

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

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

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

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

22.5. A Force Majeure Event means an event beyond the direct control or influence of a party, including any of the following:

- (a) act of God, fire, flood, earthquake, cyclone, tornado, hurricane, epidemic, landslide, lightning, induction caused by lightning or other declared natural disaster;

- (b) government orders or court orders;
- (c) war (whether declared or not), sabotage, riot, insurrection, national emergency (whether in fact or law), martial law or civil disturbances;
- (d) maintenance, outage or breakdown at a power station or distribution or transmission system which reduces the supply of electricity; or
- (e) third party industrial action such as strikes, lockouts, work stoppage, labour disputes and protests (but excluding any such action involving the agents, employees, contractors, nominees or other like persons of the party claiming relief);

which causes the party claiming the relief to be unable to perform its obligations under the Contract (other than an obligation to pay money) and which could not have been prevented by that party exercising a standard of care and diligence consistent with that of a prudent person undertaking that party's obligations under the Contract.

23. General

- 23.1. Nothing in the Contract limits or excludes the rights, powers and remedies that We have at law or in equity.
- 23.2. The Contract also does not in any way limit Our obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.
- 23.3. The Contract and all applicable written laws, represent the entire agreement between You and Us relating to the matters covered by this Contract.
- 23.4. Clauses 3, 4, 6, 7, 9.2, 11, 12, 18 and 23.6 will survive termination of this Contract.
- 23.5. If any term or clause of this Contract is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this Contract.
- 23.6. If We do not exercise Our rights under this Contract it will not constitute a waiver of those rights.
- 23.7. If You have consumed electricity fraudulently or not in accordance with applicable Law, We may recover from You any amount which We reasonably estimate constitutes the amount by which We have not charged or undercharged You.
- 23.8. The Contract is governed by the laws of the State of Western Australia.

24. Unsolicited Consumer Agreement

- 24.1. Where this Contract is an Unsolicited Consumer Agreement:
 - (a) You have a right to end the Contract within the Cooling-off Period;
 - (b) We will not supply electricity to You under the Contract during the Cooling-off Period unless You request supply; and
 - (c) You must pay Us for electricity supplied and for any services provided in connection with that supply if:

- i. at Your request, electricity is supplied to You by Us during the Cooling-off Period; and
- ii. You exercise Your right to end the Contract during the Cooling-off Period.

25. Interpretation

25.1. In the Contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa; and
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a reference to a person includes a public body, company, or association or body of persons, incorporated or unincorporated; and
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns; and
- (e) a reference to a clause is a reference to a clause of the Contract; and
- (f) headings are included for convenience and do not affect the interpretation of the Contract; and
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow; and
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission; and
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind; and
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year; and
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day; and
- (n) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made or the act must be done on the next Business Day; and
- (o) a reference to a monetary amount means that amount in Australian currency.

26. Definitions

In this contract, unless the context otherwise requires:

Adjustment Date is defined in clause 3.7.

Appropriately Qualified Medical Practitioner means —

- (a) within the Perth Metropolitan Area, a specialist medical practitioner, a hospice doctor, or a practitioner working in a specialist department of a hospital; or
- (b) outside of the Perth Metropolitan Area, a doctor or general practitioner if he/she also works on an occasional basis from a local hospital or rural health service, or a hospice doctor.

Billing Cycle means the regular recurrent period in which You are deemed to receive a bill from Us.

Business Customer means a customer who is not a residential customer.

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

Change in Law is defined in clause 3.8.

Consumer has the meaning given in the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 2010* (WA).

Contract means the legally binding agreement between You and Us, of which these are the terms and conditions.

Contract Price means the charge or charges for electricity as set out in the Customer Schedule (which may include a Peak Energy Price and an Off-Peak Energy Price), as may be adjusted from time to time in accordance with the Contract.

Commencement Date is defined in clause 2.1.

Cooling-off Period, as it applies to an Unsolicited Consumer Agreement, means the period during which the consumer may terminate the agreement and is the longest of the following periods:

- (a) if the agreement 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 agreement was made;
- (b) if the agreement was negotiated by telephone—the period of 10 business days starting at the start of the first business day after the day on which the consumer was given the agreement document relating to the agreement;
- (c) if one or more of the following were contravened in relation to the agreement:
 - i. section 73 of the Australian Consumer Law (permitted hours for negotiating an unsolicited consumer agreement);
 - ii. section 74 of the Australian Consumer Law (disclosing purpose and identity);
 - iii. section 75 of the Australian Consumer Law (ceasing to negotiate on request);

the period of 3 months starting at the start of the first day after the day on which the agreement was made or, if the agreement was negotiated by telephone, the agreement document was given;

- (d) if one or more of the following were contravened in relation to the agreement:
 - i. section 76 of the Australian Consumer Law (informing consumer of termination period);
 - ii. a provision of Subdivision C of the Australian Consumer Law (requirements for unsolicited consumer agreements);
 - iii. section 86 of the Australian Consumer Law (prohibition on supplies for 10 business days);

the period of 6 months starting at the start of the first day after the day on which the agreement was made or, if the agreement was negotiated by telephone, the agreement document was given;

- (e) such other period as the agreement provides.

Code means the Code of Conduct (For the Supply of Electricity to Small Use Customers) 2018 (WA) in force and as amended from time to time.

Correcting Refund is defined in clause 9.6.

CPI means the Consumer Price Index (All Groups for the City of Perth) published quarterly by the Australian Bureau of Statistics or if that index is no longer published or the way it is calculated materially changes, such substitute index as determined by Perth Energy acting as a reasonable and prudent person which most closely approximates the original effect of that index.

CPI Escalation means the following formula:



$A = B \times CPI_n$

CPI_{n-1}

Where:

A the Price payable from and including the relevant Adjustment Date;

B the Price payable immediately before the relevant Adjustment Date;

CPI_n the CPI for the quarter ending 3 months before the Adjustment Date;

CPI_{n-1} the CPI applying in the quarter ending 6 months before the Adjustment Date.

Customer Complaints Policy means the policy describing the process to be followed by Us in responding to a complaint by You and which can be obtained on request or from Our website.

Customer Contracts Regulations means the Electricity Industry (Customer Contracts) Regulations 2005.

Customer Schedule means the front pages to this Contract and is further defined in clause 3.3.

Customer Service Charter means the Perth Energy Customer Service Charter.

Customer Transfer Code means the Electricity Industry Customer Transfer Code 2004 in force from time to time.

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 for health and safety reasons and explaining the complaint handling process that You can use if You disagree with Your bill.

Electricity Industry Ombudsman means the Energy Ombudsman approved by the Economic Regulation Authority.

Electricity Network means the South West Interconnected System (as described in the Electricity Industry Act 2004).

Electricity Supply Equipment is defined in clause 10.4.

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 Electricity Network security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

Fees means a charge that is not a Contract Price.

Force Majeure Event is defined in clause 22.

GST means GST as defined in GST Law.

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

Law means:

- (a) the common law (as it applies in the State of Western Australia);
- (b) all present and future acts of the Parliament of the Commonwealth and of the Parliament of the State of Western Australia; and
- (c) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all government agencies.

Meter means the equipment used to measure the volume of electricity that We supply to You, which does not form part of the Electricity Network.

Metering Code means the Electricity Industry Metering Code 2012 in force from time to time.

MWh means megawatt-hours.

Network Access Tariffs means the fees payable by Us to the Network Operator from time to time for the transmission and distribution of access services.

Network Operator means the person who owns and operates the Electricity Network (as described in section 3 of the Energy Coordination Act 1994 (WA)).

{Note: The Network Operator is called the 'electricity distribution operator' in the Energy Coordination Act 1994 and other Relevant Regulations. This operator is responsible for the Electricity Network, which is the system via which electricity is delivered to You. We have no control over the Electricity Network.}

Off-Peak Energy Price means the "Off-Peak Energy Price" (if any) specified in the Customer Schedule, which is payable for the electricity supplied to You during any Off-peak period.

Off-Peak Period means a period that is not a Peak Period.

Payment Difficulties and Financial Hardship Policy means the policy that We have developed and outlines, among other things, Our policy on how We assist You to meet Your payment obligations under the Contract. A copy of this policy can be obtained on request or from Our website.

Payment Plan means a payment option, such as payment by instalments, We offer You according to Our Payment Difficulties and Financial Hardship Policy if You are having difficulties paying Your bill. You can call Us or visit Our website for more information about Payment Plans.

Peak Energy Price means the "Peak Energy Price" (if any) specified in the Customer Schedule, which is payable for electricity supplied to You during any Peak Period.

Peak Period means a period between 8:00 am and 10:00 pm (WST) on any Monday, Tuesday, Wednesday, Thursday or Friday.

Premises means the address to which electricity will be supplied to You under the Contract.

Privacy Policy means the policy specifying the steps taken by Us to maintain customer confidentiality and which can be obtained on request from Our customer service centre or from Our website.

Reference Price means the charge or charges to be paid by You for or in connection with the supply of electricity that We publish from time to time.

Relevant Policies means the policies published by Us on Our website from time to time that are relevant to the Contract and include the Privacy Policy.

Relevant Regulations means the regulations that are relevant to Our supply of electricity to You under this Contract and include the Customer Contracts Regulations.

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.

Undercharged Amount is defined in clause 9.3.

Unsolicited Consumer Agreement has the meaning given by section 69 of the Australian Consumer Law and includes an agreement that is:

- (a) for the supply, of electricity to a consumer; and
- (b) made as a result of negotiations between Us and the consumer:
 - i. in each other's presence at a place other than our business or trade premises; or

- ii. by telephone; whether or not they are the only negotiations that precede the making of the agreement; and
- (c) the consumer did not invite Us to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of electricity (whether or not the consumer made such an invitation in relation to a different supply); and
- (d) the total price paid or payable by the consumer under the agreement:
 - i. is not ascertainable at the time the agreement is made; or
 - ii. if it is ascertainable at that time—is more than \$100 or such other amount prescribed by the regulations.

The consumer is not taken, for the purposes of subsection (c), to have invited Us to come to that place, or to make a telephone call, merely because the consumer has:

- (a) given his or her name or contact details other than for the predominant purpose of entering into negotiations relating to the supply of the electricity referred to in subsection (c); or
- (b) contacted Us in connection with an unsuccessful attempt by Us to contact the consumer.

An invitation merely to quote a price for a supply is not taken, for the purposes of subsection (c), to be an invitation to enter into negotiations for a supply.

(A negotiation, in relation to an agreement or a proposed agreement, includes any discussion or dealing directed towards the making of the agreement or proposed agreement (whether or not the terms of the agreement or proposed agreement are open to any discussion or dealing)).

- (f) Your Equipment is defined in clause 10.2.

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