

PUBLIC



**STANDARD FORM CONTRACT**

**HORIZON POWER**

**ABN 57 955 011 697**

**STANDARD ELECTRICITY TERMS AND CONDITIONS**

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

Customer Service  
Horizon Power  
PO Box 1066  
BENTLEY DC WA 6983

By telephone:

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

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

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

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

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

By email:

service@horizonpower.com.au

By Internet:

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

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## 1. SUPPLY OF ELECTRICITY

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

## 2. CODE OF CONDUCT

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

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

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

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

## 3. WHEN THE CONTRACT STARTS

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

## 4. CHARGES AND REBATES

### 4.1 Standard price

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

### 4.2 What are standard prices?

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

(b) In addition, there are also different types of residential and non-residential prices. Some examples of these are the Tariff A2 residential price, the business price, community service price and the charitable accommodation price.

- (c) We publish *our standard prices* in the *Charges By-laws* or on *our website* from time to time.
- (d) Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*.
- (e) For an explanation of the *standard prices* available and the eligibility conditions applying to those *standard prices*, please visit *our website* or call *us*.
- (f) We have the right to unilaterally change the *standard prices* at any time. If we change the *standard prices*, we will, by no later than *your next bill*, notify *you* of such change by any means, including post, telephone or *electronic means*. *You* have the right to terminate this contract should *you* disagree with these *standard price* changes.

#### **4.3 Which standard price do you pay?**

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

#### **4.4 Eligibility conditions on standard price**

- (a) *You* must advise *us* as soon as possible if *you* no longer meet the eligibility conditions applying to the *standard price* that *you* currently pay.
- (b) If we discover that *you* are no longer eligible to receive the price that *you* currently pay, including because the *premises* are changed pursuant to clause 21.8, then we can charge *you* a new *standard price* instead of the price that *you* currently pay, provided that we first advise *you* of the new *standard price* by any means including post, telephone or *electronic means*.
- (c) If *you* have been undercharged for *your electricity supply* because *you* were being charged at a *standard price* that *you* were not eligible to receive, then we can require *you* to pay to *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that

we advise *you* of the new *standard price*.

#### **4.5 Rebates**

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

#### **4.6 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*.

#### **4.7 Adjustment for change in law**

- (a) To the extent permitted by law, if a *change in law* occurs, we may adjust the *standard price* applicable under the *contract* or introduce a new *standard price* 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*. If we need to advise *you* of a change in the *standard price*, we will, by no later than *your* next bill, notify *you* of such change by any means, including post, telephone or *electronic means*. *You* have the right to terminate this contract should *you* disagree with these *standard price* changes.
- (b) This clause 4.7 does not limit or prejudice in any way other rights we have from time to time to adjust the *standard price* applicable under the *contract*.

#### **4.8 Set off**

- (a) We may set off any amount that *you* owe to *us* under this *contract* against any amount payable by *us* to *you* under this *contract* or otherwise.
- (b) 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 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*.

### **5. HOW WE WILL CALCULATE YOUR ELECTRICITY USE**

#### **5.1 Meter reading**

- (a) If we provide *you* with a bill based on estimates because *you* failed to provide access to the *meter* and *you* later request *us* to replace

*your* estimated bill with a bill based on an actual reading of *your meter*, we will use *our* best endeavours to do so if *you*:

- (i) pay *our* reasonable charge for reading the *meter*; and
  - (ii) provide due access to the *meter*.
- (b) We use *meter* readings to prepare *your* bill. We will use *our* best endeavours to ensure that we read the *meter* once every *billing cycle*. However, *you* can agree to read the *meter* yourself and provide *us* with the *meter* readings. In that case, we will bill *you* on the basis of *your meter* readings.
- (c) In any event, we will ensure that we read the *meter* at *your premises* at least once every 12 months.
- (d) If we cannot reasonably base a bill on *our* reading of the *meter*, then we will provide *you* with an estimated bill based on:
- (i) *your* reading of the *meter*; or
  - (ii) *your* prior billing history; or
  - (iii) if we do not have *your* prior billing history, the average usage of electricity by those customers who we consider are in a comparable position to *you* (generally by location or usage pattern).
- (e) If we have provided *you* with an estimated bill and we subsequently obtain a *meter* reading, then *your* next bill will be adjusted to take account of that *meter* reading.

## **5.2 You can request a meter test**

- (a) *You* can ask *us* to test the *meter* to ensure that it is measuring accurately and we will arrange to test the *meter* if *you* first pay to *us* a meter testing fee. If we find that the *meter* is not measuring accurately, then we will refund the meter testing fee to *you*.
- (b) If the *meter* is not measuring accurately, we will also arrange to either repair or replace the *meter* at no charge to *you*, provided *you* have complied with clause 8.3 of this *contract*.
- (c) By "accurate", we mean the *meter* is measuring as accurately as the law requires.

## **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, *our billing cycle* is no more



than once every one month and no less than once every three months.

## 6.2 Paying your bill

- (a) *You* must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill. *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 amount paid in advance.
- (b) *You* can find out the range of payment options that *you* can choose from by referring to *your* bill, by visiting *our* website or by calling *our* customer service centre.

## 6.3 If you are having trouble paying

- (a) If *you* are having trouble paying *your* bills, please advise *us*. *We* will assess *your* request within three *business days* of *your* request. If *you* are a *residential customer* and *we* assess that *you* are having *payment difficulties* or experiencing *financial hardship*, *we* will:
  - (i) offer *you* additional time to pay; and/or
  - (ii) offer *you* an interest-free and fee-free instalment plan option; and/or
  - (iii) allow *you* to redirect *your* bill to a third person at no charge; and/or
  - (iv) provide *you* with information about *concessions* and government assistance programs; and/or
  - (v) provide *you* with information about independent financial counselling services and other relevant consumer representative organisations available to *you*.
- (b) If *you* are a *business customer* and *you* are experiencing *payment difficulties*, *we* will consider any reasonable request for alternative payment arrangements.
- (c) If *you* owe *us* money, *you* may request that *we* transfer the debt to another customer and *we* may transfer the debt to that person provided *we* first obtain that person's *verifiable consent* in accordance with the *Code of Conduct*.

## 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:
  - (i) send a *disconnection warning* to *you*; and

- (ii) subject to complying with clause 5.6 of the *Code of Conduct*, charge *you* a fee for each overdue account notice *we* send to *you*; and
  - (iii) charge *you* interest on the amount *you* have not paid; and
  - (iv) disconnect *your* electricity supply; and
  - (v) 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* can refer *your* debt to a debt collection agency for collection and if *we* do so, *you* must pay any costs that *we* incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees) and *we* may recover *your* debt in any court of competent jurisdiction as a debt due and payable 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.

## **6.5 Overdue accounts**

- (a) If *your* account remains overdue for more than 60 days, *we* may give information about *you* to a credit reporting agency. This information will allow the credit reporting agency to create or maintain a credit information file containing information about *you*. The information that *we* disclose about *you* to a credit reporting agency may include any of the following:
- (i) identification information including *your* name, sex, address (and previous two addresses), date of birth, name of employer and drivers licence number; and
  - (ii) amounts, over \$200 that are overdue by more than 60 days and for which debt collection action has started; and
  - (iii) advice that *your* payments are no longer overdue in respect of any default that has been listed; and
  - (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 - cheques drawn by *you* for \$150 or more which have been dishonoured more than once.

- (b) This information may be given before, during or after the supply of services to *you* and this clause survives termination of this *contract* for any reason.

## **6.6 Billing data**

- (a) If *you* consume less than 160 MWh of electricity per annum, *we* will give *you your* billing data for the *premises* upon request. This information will be free of charge:
  - (i) for the first two requests that *you* make in a year if the data requested is for a period less than the last two years, or
  - (ii) if *you* request the billing data in relation to a dispute with *us*.

## **7. REVIEWING YOUR BILL**

### **7.1 Reviewing a bill**

- (a) If *you* have a query about *your* bill and *you* ask *us* to review the bill, then *we* will review it.
- (b) In the meantime, *you* must pay to *us* the balance of the bill that is not being queried or an amount equal to the average amount of *your* bills over the previous 12 months (excluding the bill that *you* are querying), whichever is less. If *you* have any other bills that are due, then *you* must also pay those bills by the due dates.
- (c) If *we* review *your* bill, *we* will inform *you* of the outcome of the review as soon as *we* can and no later than 20 *business days* from the date *we* are deemed to receive *your* request for *us* to review *your* bill.
- (d) If *we* are satisfied the bill is correct, *we*:
  - (i) may require *you* to pay the unpaid amount; and
  - (ii) will advise *you* that *you* can ask *us* to arrange a *meter* test; and
  - (iii) will advise *you* of *our customer complaints policy* and any external complaints handling processes.
- (e) If *we* are satisfied the bill is incorrect, *we* will adjust the bill for any undercharging or overcharging (clause 7.2 explains how *we* do this).

### **7.2 Undercharging and overcharging**

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

- (i) we will only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that we advise *you* that *you* have been undercharged; and
  - (ii) we will list the correcting payment separately in *your* bill, together with an explanation of that amount; and
  - (iii) we will not charge *you* interest on the correcting payment or require *you* to pay a late fee.
- (b) If we overcharge *you* due to an act or omission by *us* (including where the *meter* has been found to be defective), then:
- (i) we will use *our* best endeavours to tell *you* that we have overcharged *you* within 10 *business days* of becoming aware; and
  - (ii) we will credit the amount to *your* account or *you* have the option of having the amount repaid to *you*, unless the amount is less than \$100, in which case we will credit it to *your* account; and
  - (iii) we will not pay *you* interest on the amount we overcharged *you*; and
  - (iv) the 12 month limit referred to in clause 7.2(a)(i) 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*, in accordance with clause 4.8 of this *contract*, 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**

- (a) The electricity supply equipment remains our property at all times and we are responsible for installing and maintaining the *electricity supply equipment*.
- (b) *You* must not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that damages, bypasses or interferes with that equipment.
- (c) *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.*

- (d) "Electricity supply equipment" means the *meter* and all wiring, apparatus or other works which are located up to the point that the *meter* is attached to the *premises* and which are used for, or in connection with, the supply of electricity by *us* or, if there is no *meter* attached to the *premises*, down from the connection point on the *premises* which is used by *us* in connection with, the supply of electricity.

## **8.2 Your equipment**

- (a) *You* are responsible for keeping *your equipment* in good working order and condition.
- (b) If *embedded generation* is, or is to be, installed at the *premises*, *you* must comply, and must ensure that *your equipment* complies, with the *technical requirements*.
- (c) "Your equipment" means all wiring and other equipment located at the *premises* which are used to take supply of, store, generate or consume electricity except any *electricity supply equipment*.

## **8.3 Prohibited activity**

- (a) *You* must not:
- (i) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*, or do anything that will prevent *us* from accessing the *electricity supply equipment*, or allow anyone else to do so; or
  - (ii) use, or permit anyone else to use, electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else; or
  - (iii) transfer electricity into the electricity network operated by *us* or allow anyone else to do so without *our* prior written consent.
- (b) *You* must immediately notify *us* on becoming aware of any behaviour or circumstance which is suspected to, or may reasonably be expected, to contravene 8.3(a) of this *contract*.
- (c) 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* is changed pursuant to clause

21.8 of this *contract*, and it does not already have an existing electricity connection, then *we* will sell *you* electricity from the day that *we* connect the *premises* to the network and energise the *premises*.

## 9.2 Existing electricity connection

- (a) If *you* move into the *premises* or the *premises* is changed pursuant to clause 21.8 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 *us* of the *meter* reading within three *business days* of the day that *you* move in.
- (b) If a final *meter* reading was not taken, *we* will estimate the amount of electricity used by the previous occupant, so *we* do not overcharge or undercharge *you*.

## 9.3 Moving out of the premises

- (a) If *you* move out of the *premises* and no longer wish to obtain an electricity supply at the *premises*, *you* must advise *us*:
  - (i) at least five days before *you* move out; and
  - (ii) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 9.3 (a), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will make a final meter reading on the day that *you* move out of the *premises* and issue a final bill to *you*. In that case, *you* are only required to pay for electricity used up to the day *you* move out of the *premises*.
- (c) If *you* have demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises* and *you* consume not more than 160 MWh of electricity per annum, *we* will not require *you* to pay for electricity consumed at the *premises* from the date that *you* advise *us* of the following:
  - (i) the date that *you* vacated or intend to vacate the *premises*; and
  - (ii) a forwarding address to which a final bill may be sent.
- (d) If *you* do not advise *us* as described in clause 9.3(a), then subject to any applicable laws, *we* may require *you* to pay for electricity used at the *premises* for up to a maximum of 5 days after *you* notify *us* that *you* have moved out of the *premises*.
- (e) If *your* final bill is in credit after *you* have paid *us* all amounts payable under clause 9.3(b) or (c), and *you* validly terminate this *contract*,

then *you* can choose to have *us* credit this amount to *any* new account *you* establish with *us* or repay the amount to *you*.

## 10. ACCESS TO THE PREMISES

- (a) *You* must let *us*, or persons nominated by *us* have safe and unrestricted access to the *premises* when we need it:
- (i) to read the *meter*; or
  - (ii) to inspect or work on the *electricity supply equipment*; or
  - (iii) to disconnect *your* electricity supply; or
  - (iv) to inspect or work on *your equipment*; or
  - (v) for any other reason relating to the supply of electricity to the *premises*.
- (b) *We* will give *you* at least five *business days'* notice before *we* enter the *premises* unless:
- (i) without limiting *our* rights in clause 10(c), *we* want to inspect, read or examine the *meter* or any of the *electricity supply equipment* or *your equipment*; or
  - (ii) in an *emergency*; or
  - (iii) if *we* reasonably suspect that electricity is being used illegally at the *premises*; or
  - (iv) *we* consider, acting reasonably, that access to *your premises* is required earlier than would be the case if *we* gave five *business days'* notice in order for *us* to prudently perform any of *our* functions in relation to the supply of energy to *you*,
- in which case, *we* may enter the *premises* without notice.
- (c) *We* may at all reasonable times enter the *premises*, without giving *you* prior written notice if, in *our* opinion, it is necessary to do so to carry out routine, minor or general maintenance works on the *meter* or any *electricity supply equipment* or to carry out other works on the *meter* or any *electricity supply equipment* for the purpose of performing *our* functions in relation to electricity supply and the *electricity supply equipment*.
- (d) *We* may enter *your premises* for the above reasons and in that case, *we* are required to give *you* the appropriate notice where required.
- (e) 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.

- (f) If *you* do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading by *us*, we may request *you* to read the *meter* and provide the *meter* reading to *us*. If we make this request then *you* must read the *meter* and provide the *meter* reading to *us* within the timeframe specified in *our* request. No such request prejudices any rights we may have under this *contract*.

## **11. PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT**

### **11.1 Eligibility conditions on life support**

- (a) *You* must advise *us* if *you* or a person residing at the *premises* is dependent on *life support equipment* and give *us* written confirmation from an appropriately qualified medical practitioner that the person requires *life support equipment*.
- (b) *You* must advise *us* as soon as possible if *you* or a person residing at the *premises* who is dependent on *life support equipment* vacates the *premises* or no longer requires *life support equipment*.

### **11.2 Interruptions**

- (a) If *you* have advised *us* (or we are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then we will give *you* at least three *business days'* notice in writing or by *electronic means* of the interruption before we disconnect or interrupt electricity supply at the *premises*. However, in an *emergency*, we can interrupt *your* electricity supply without giving *you* prior notice.
- (b) 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 disconnect *your* electricity supply because *you* fail to pay *us* a bill by the due date, while the person dependent on *life support equipment* continues to reside at the *premises*.

## **12. INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY**

### **12.1 Emergency**

- (a) 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. We will:

- (i) use *our* best endeavours to turn *your* electricity on again as soon as possible; and
  - (ii) provide information about the nature of the *emergency* and an estimate of the time supply will be restored by way of a 24-hour emergency line.
- (b) If we disconnect *your* electricity supply because *you* cause that *emergency*, then we will reconnect *your* electricity supply when *you* ask *us* to do so and we are satisfied that the *emergency* no longer exists. In that case, we can also charge *you* a fee for reconnecting *your* electricity supply.

## **12.2 Planned work on distribution system**

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

## **12.3 Events beyond your control**

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

## **12.4 Events beyond our control**

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

## **12.5 Disconnection due to your actions**

- (a) We can arrange to disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable laws, including the *Code of Conduct* if:
- (i) subject to clause 11.3 of this *contract*, *you* fail to pay a bill in full by the due date shown on the bill; or
  - (ii) *you* do not give *us* safe and unrestricted access to the

*premises* or the meter; or

- (iii) there has been fraudulent, unlawful or unauthorised use or supply of electricity at the *premises* or any other premises; or
- (iv) *you* get electricity supplied to the *premises* illegally; or
- (v) *you* fail to keep *your equipment* in good working order or condition; or
- (vi) *you* breach the *technical requirements*; or
- (vii) *you* get electricity supplied to the *premises* in breach of this *contract*; or
- (viii) *you* commit a substantial breach of any of *your* obligations under this *contract*; or
- (ix) 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**

- (a) If we wish to disconnect *your* electricity supply because *you* fail to pay a bill within the meaning of clause 7.1 of the *Code of Conduct*, we will:
  - (i) give *you* a *reminder notice* not less than 15 *business days* from the date that *we* sent *you* the bill; and
  - (ii) if *you* still have not paid *us* after the *reminder notice*, then give *you* a *disconnection warning* not less than 20 *business days* from the date that *we* sent *you* the bill, advising *you* that *we* will disconnect *you* on a day that is at least five *business days* after the date of the *disconnection warning*; and
  - (iii) use *our* best endeavours to contact *you*, to advise of the proposed disconnection, including by telephone or electronic means,

however, we will not disconnect *you*:

- (iv) until at least one *business day* after the date that *we* say *we* will disconnect *your* electricity supply in the *disconnection warning*; or
- (v) if *you* are a *residential customer* and *you* have agreed to an alternate payment plan and have not deviated from this plan; or

- (vi) if the unpaid amount in *your* bill doesn't relate to the supply of electricity but relates to some other good or service; or
  - (vii) if *you* have made an application for a *concession* and the application has not been decided.
- (b) If *we* wish to disconnect *your* electricity supply because *you* fail to give *us* access to the *meter*, *we* will:
- (i) only disconnect *you* if *you* deny access for at least nine consecutive months; and
  - (ii) give *you* five *business days'* notice in writing:
    - (A) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
    - (B) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
    - (C) advising *you* of *our* ability to arrange disconnection if *you* fail to provide access to the *meter*; and
  - (iii) use *our* best endeavours to contact *you*; and
  - (iv) give *you* an opportunity to offer reasonable alternative access arrangements; and
  - (i) if *you* still have not given *us* access, then *we* will give *you* a *disconnection warning* advising *you* that *we* will disconnect *you* on a day that is at least five *business days* from the day *you* are deemed to receive the *disconnection warning*.
- (c) 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:
- (i) if *you* have made a complaint directly related to the reason for disconnection to *us*, the electricity ombudsman or another external dispute resolution body and that complaint has not been resolved; or
  - (ii) after 3.00 pm Monday to Thursday; or
  - (iii) after 12.00 noon on a Friday; or
  - (iv) on a Saturday, Sunday, public holiday or on the business day before a public holiday except where *we* have arranged for a planned interruption under clause 12.2,  
unless,
  - (v) *you* are a *business customer*; and

- (vi) your normal trading hours fall within the time frames set out in paragraphs 12.6(c)(ii), 12.6(c)(iii) and 12.6(c)(iv) and do not fall within any other time period; and
- (vii) it is not practicable for us to arrange for disconnection at any other time.

## **12.7 Reconnection of electricity supply**

- (a) If *your* electricity supply is disconnected under clause 12.5, then we will reconnect *your* electricity supply when *you* ask *us* to reconnect *your* electricity supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.
- (b) For example, the circumstance giving rise to the disconnection may no longer exist because *you* provide access to the *premises* and the *meter* or *we* are reasonably satisfied that *you* cannot continue to obtain *your* electricity in the unauthorised way and *you* have paid all amounts owing to *us* under this *contract* (or made an arrangement to pay them).
- (c) Before *we* arrange to reconnect *your* electricity supply under this clause 12.7, *you* must pay *us* or accept an instalment plan for *our* fee for reconnecting *your* electricity supply under this clause 12.7.
- (d) If *we* are obliged to reconnect *your* electricity and *you* ask *us* to reconnect *your* electricity at a time:
  - (i) before 3.00pm on a *business day*, then *we* will reconnect *your* electricity within one *business day* if the *premises* is located in a *metropolitan area* or otherwise within five *business days*; or
  - (ii) after 3.00pm on a *business day* or on a day that is not a *business day*, then *we* will reconnect *your* electricity within two *business days* if the *premises* is located in a *metropolitan area* or otherwise within six *business days*.

## **12.8 Consequences of disconnecting your electricity supply**

- (a) If *we* disconnect *your* electricity supply under clause 12.5, then:
  - (i) *we* can arrange to remove or physically disconnect the *meter* at the same time that the supply of electricity to *you* is disconnected, or at a later time; and
  - (ii) *we* can charge *you* a fee for removing or physically disconnecting the *meter* and replacing or physically reconnecting the *meter*; and
  - (iii) *you* must not reconnect the electricity supply.

## 12.9 Reporting illegal use

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

## 13. LIMITATION ON LIABILITY IN CERTAIN CIRCUMSTANCES

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

- (a) any interruption in *your* electricity supply, any surge in electricity supply or *us* failing to supply electricity meeting any particular quality or quantity; or
- (b) *our* breach of contract, *our* breach of statutory duty, *our* negligence or otherwise, with the exception that if *you* are an individual purchasing electricity for a private purpose, we will be liable to *you* for any *direct loss you* suffer arising from *our* breach of contract, *our* breach of statutory duty, or *our* negligence.

## 14. LIMITATION IN RELATION TO CONSUMER GUARANTEES

- (a) Except to the extent that anything in this *contract* is taken to exclude, restrict or modify:
  - (i) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law*; or
  - (ii) any condition, warranty or guarantee that we are prohibited by law from excluding, restricting or modifying,

all conditions, warranties and guarantees, whether or not implied by law, are excluded.
- (b) Where any electricity supplied under this *contract* is not a good of a kind ordinarily purchased for personal, domestic or household use, *our* liability for breach of any consumer guarantee applicable to *our* supply of electricity under the *Australian Consumer Law*, to the extent that it is permitted by law, is limited to any one of the following determined by *us*:
  - (i) the supply of equivalent electricity; or
  - (ii) the payment of the cost of acquiring equivalent electricity.
- (c) Subject to clauses 14(a) and 14(b) of this *contract*, *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*; or
- (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, damage or liability was reasonably foreseeable as a consequence of *your* breach, negligence, fraud, theft or other wrongful act or omission.

- (d) This indemnity is without prejudice to any other right or remedy we have and survives termination of this *contract* for any reason.

## **15. CONFIDENTIALITY OF YOUR INFORMATION**

- (a) Unless we are permitted to do otherwise under this *contract*, we will keep *your* information confidential, consistent with *our privacy policy*. *Our privacy policy* sets out the steps that we take to ensure that *your* information remains confidential.

In particular, but without limiting the above, we will keep *your* information confidential unless:

- (i) we have *your* prior written consent; or
  - (ii) the law (including any applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to disclose it; or
  - (iii) we need to use the information for our regulatory reporting compliance, or in any legal or regulatory proceedings; or
  - (iv) the information is already in the public domain; or
  - (v) we believe *you* have obtained or used electricity illegally or in an unsafe manner and, as a result we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety or the Police; or
  - (vi) we use the information for business purposes or for the purpose of conducting research into the behaviour and preferences of electricity consumers.
- (b) *You* agree to the above arrangements, including to the terms of *our privacy policy* and any use or disclosure of *your* information which is required or permitted by this contract, *our privacy policy*, applicable privacy laws or any other law.

- (c) You can obtain a copy of *our privacy policy*, free of charge, by either requesting a copy from *our* customer centre or from *our* website.

## 16. COMPLAINTS

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

## 17. INFORMATION

### 17.1 We will provide you with information

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

## 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, we may require personal details from you in order to confirm your identity or a concession on your account, determine tariff eligibility or verify the life support equipment is required at your premises. All information you provide must be correct, and you must not mislead us or misrepresent the information you provide to us. We have rights if information you provide is incorrect, misleading or deceptive.*
- (b) *You must advise us as soon as possible if:*
  - (i) *there is a change in your contact details or the address to which your bills are to be sent; or*
  - (ii) *you change something at the premises which makes our access to the meter more difficult; or*
  - (iii) *you become aware of any problem with the electricity supply equipment, which is at, or reasonably close to, the premises; or*
  - (iv) *you are moving premises and would like to amend the premises under this contract pursuant to 21.8; or*
  - (v) *any information provided by you to us changes.*

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

### 18.2 When you can end the contract

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



### 18.3 When we can end the contract

- (a) We can end the *contract* by giving *you* prior notice if *you*:
- (i) become insolvent (as defined in the *Corporations Act 2001* (Cth)); or
  - (ii) have a liquidator appointed; or
  - (iii) become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or
  - (iv) breach any of *your* obligations under the *contract* for which we have a right under the *contract* or a written law to disconnect supply; or
  - (v) if *you* consume more than 160 MWh of electricity in any period of 12 months; or
  - (vi) if *you* cease to be either a *residential customer* or *business customer*; or
  - (vii) cease to be eligible for a *standard price*; or
  - (viii) without limiting any of the above paragraphs, breach any of *your* other obligations under this *contract* where that breach is capable of remedy and *you* fail to remedy the *breach* within 10 *business days* of *us* requesting *you* to do so.
- (b) We can end the *contract* without giving *you* prior notice if *you* vacate the *premises* and after reasonable enquiry we are satisfied *you* no longer occupy or reside at the *premises*, 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; and/or
- (b) we may issue a final bill to *you*; and/or
- (c) we can charge *you* a fee for the final *meter* reading, disconnection and final bill, subject to the provisions of any written law; and/or
- (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/or
- (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

We will not request *you* to provide a security deposit under this *contract*.

## 20. GST

- (a) In this clause:
  - (i) **GST** has the meaning given to that term in the GST Law.
  - (ii) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
  - (iii) **adjustment note, recipient, supply, tax invoice** and **taxable supply** have the meanings given to those terms in the GST Law.
- (b) All sums payable, or consideration to be provided, under the *contract* are expressed inclusive of GST.
- (c) If there is a taxable supply under or in connection with the *contract*, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the *contract*.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

## 21. MISCELLANEOUS

### 21.1 Notices

- (a) Any notice or other communication given under the *contract*:
  - (i) does not have to be in writing, unless the *contract* expressly requires that the notice or communication must be in writing;
  - (ii) subject to clause 21.2(c), is taken to be received:
    - (A) in the case of a verbal communication, at the time of the communication; and
    - (B) in the case of hand delivery, on the date of delivery; and in the case of post, on the second *business day* after posting; and
    - (C) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and

- (D) 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
  - (E) in the case of SMS, on the date on which the sender's device from which the SMS was sent records that the SMS was successfully transmitted; and
  - (F) in the case of any other *electronic means* of communication, on the date on which the sender's device from which the notification was sent records that the notification was successfully transmitted.
- (iii) If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

## **21.2 Electronic communication**

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

## **21.3 No assignment**

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

## **21.4 Application of laws**

- (a) Nothing in the *contract* limits or excludes the rights, powers and remedies that *we* have at law (including under the *Energy Operators (Powers) Act 1979* (WA) and the *Electricity Corporation Act 1994* (WA)) or in equity or otherwise excludes any consent *you* are deemed to have given *us* under section 46(9) of the *Energy Operators (Powers) Act 1979* (WA).
- (b) The *contract* also does not in any way limit *our* obligation to comply with the lawful directions of the Minister for Energy or the Coordinator

of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

### **21.5 Entire Agreement**

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

### **21.6 Waiver of rights**

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

### **21.7 Governing Law**

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

### **21.8 Amendments to Contract**

- (a) We can change these standard electricity terms and conditions without your consent in accordance with the *Electricity Industry Act 2004* (WA). Any changes must be approved by the Economic Regulation Authority and your contract will be deemed to be amended to reflect those changes upon approval and publication of the amended terms and conditions as required by the Economic Regulation Authority.
- (b) We may change the *premises* under this contract at *our* discretion if:
  - (i) *you* notify *us* *you* are moving out of the *premises* 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 an 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.
- (c) *You* may change the *premises* under this *contract* with *our* consent.

### **21.9 Effect of invalid terms**

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

### **21.10 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; and/or
  - (ii) accessing *your* account information and personal details; and/or
  - (iii) giving and receiving notices, consents, instructions and other information; and/or
  - (iv) making enquiries; and/or
  - (v) exercising rights, powers and remedies; and/or
  - (vi) completing transactions; and/or
  - (vii) changing contact details; and/or
  - (viii) arranging additional time to pay an invoice; and/or
  - (ix) entering into direct debit, instalment plans and other payment arrangements; and/or
  - (x) requesting refunds; and/or
  - (xi) changing your *standard price*; and/or
  - (xii) requesting the provision of services such as a *meter test*; and/or
  - (xiii) applying for new *concessions* and terminating existing *concessions*; and/or
  - (xiv) ending your *contract*.
- (b) Notwithstanding clause 21.10(a) *you* may limit the matters your authorised representative can perform on your behalf by providing notice to *us* describing the things *your* authorised representative cannot do 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 the date *you* tell *us* by notice *you* want the appointment to end.
- (d) This clause 21.10 survives termination of the *contract* for any reason.

## **22. PREPAYMENT METER CUSTOMERS**

### **22.1 General**

- (a) *You* acknowledge that *we* are not required to offer *you* the

opportunity to become a *pre-payment meter customer*.

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

## 22.2 Consumption information

- (a) If *you* are a *pre-payment meter customer*, we will give *you* the following information on request at no charge:
  - (i) total energy consumption; and
  - (ii) average daily consumption; and
  - (iii) average daily cost of consumption,
 for the previous two years or since the commencement of the *contract*.

## 22.3 Meter testing

- (a) If *you* are a *pre-payment meter customer*, *you* can ask *us* to:
  - (i) check *your* metering data; and/or
  - (ii) check or conduct a test of the pre-payment meter.
- (b) We will arrange to check or test the pre-payment meter if *you* first pay *our* pre- payment meter testing fee. If following a check or test *your* pre-payment meter is found to be inaccurate or not operating correctly, then *we* will refund the pre-payment meter testing fee to *you*. We will also arrange to have the pre-payment meter repaired or replaced and *we* will correct any overcharging or undercharging.

## 22.4 You can ask to change back to a standard meter

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

## 22.5 Moving out of the premises

- (a) If *you* are a *pre-payment meter customer* and *you* advise *us* of the date *you* will be moving out of the *premises*, then *we* will ensure *you* can retrieve all remaining credit on the pre-payment meter at the time *you* leave the *premises*.
- (b) If *you* do not advise *us* as described above, then *you* will lose any credit remaining on the pre-payment meter.

## 23. DEFINITIONS AND INTERPRETATION

### 23.1 Definitions

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

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

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

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

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

**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 electricity to *you* under this *contract*.

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

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

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

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

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

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

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

**direct loss** does not include any *excluded loss*.

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

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

**electricity supply equipment** is defined in clause 8.1.

**electronic** means the internet, email, facsimile, SMS or other similar means but does not include providing verbal information over the telephone.

**embedded generation** means any equipment at the *premises* that is electrically connected to the *electricity supply equipment* and which is capable of generating electrical energy, whether or not such equipment is inverter-based and, to avoid doubt, includes rooftop solar PV systems.

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

**event beyond your control or event beyond our control** means an event or circumstance beyond the direct control or influence of *you* or *us*, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, animals or any other being or thing interrupting, impeding or obstructing the *distribution system*, the *transmission system* or any other *electricity supply equipment* and interrupting *our* supply of electricity to *you*, insufficient volumes of electricity or any other problem with a *distribution system* or a *transmission system* but excludes *your* or *our* inability to pay any money due under this *contract* for any reason.

**excluded loss** means:

- (a) business interruption loss; or
- (b) lost profits; or



- (c) loss of an opportunity; or
- (d) *your* liability to other people under contracts or otherwise.

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

**life support equipment** means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme.

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

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

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

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

**premises** means the address to which electricity will be supplied to *you* under this *contract*, and as amended from time to time pursuant to clause 21.8 of this *contract*.

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

**privacy policy** means *our* privacy policy, as amended from time to time in accordance with applicable privacy laws or any other law.

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

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

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

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

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

we publish from time to time.

**technical requirements** means the various requirements of *embedded generation* installation and operation specified on *our* website from time to time that is applicable to the *premises* having regard to the size of *embedded generation* installed or to be installed at the *premises* and the *electricity supply equipment* installed at the *premises*.

**transmission system** has the meaning given in section 3 of the *Electricity Industry Act 2004* (WA).

**verifiable consent** has the meaning given in the *Code of Conduct*.

**we, us** and **our** means Regional Power Corporation trading as Horizon Power (ABN 57 955 011 697) of 1 Stovehill Rd Karratha, Western Australia.

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

**your equipment** is defined in clause 8.2.

## 23.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of the *contract*;
- (f) headings are included for convenience and do not affect the interpretation of the *contract*;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word "including" or "includes" is used, the words "without

limitation" are taken to immediately follow;

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

*Standard Electricity Agreement*

This form enables us to provide electricity to your premises.

**Your Details**

Title (eg Mr / Mrs): .....

Surname: .....Given Names:.....

Postal address: .....

Suburb:.....Postcode:.....

Contact details:

Home:.....Work:.....Mobile:.....

Facsimile:.....Email.....

**Your Business Details** *(Complete this section for business applications only).*

Registered Business Name:.....

ABN/ACN:.....

**Connection Details**

**Address** of site connection required:.....

**Date** connection required:.....

**Product & Pricing Details.**

.....

**Billing Frequency**

Standard

Group

**Cooling Off Period**

If you are entering into the contract as a result of door to door marketing, then:

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

**Customer's Commitment and Acknowledgment**

I, \_\_\_\_\_ the Customer described above:

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

Signature\*: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**If Acting On Behalf Of Horizon Power**

**Electricity Marketing Agent Details:**

Name:	Marketing Company Name:
Business Address:	Telephone Number:

**Horizon Power**

Signature\*\*:

Name: Date:

\*\* Signed by Horizon Power

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