

Contract Terms & Conditions

1 – ABOUT THIS CONTRACT

This contract is between IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293, trading as Simply Energy ABN 67 269 241 237 who sells gas to you at your Supply Address (in this contract referred to as “we”, “our” or “us”); and you, the customer to whom this contract applies and who agrees to pay us for that gas (in this contract referred to as “you” or “your”). If we’re your retailer for more than one Supply Address, then you have a separate contract with us for each Supply Address. In this contract, we’ve capitalised terms that are defined in clause 22.

2 – DOES THIS CONTRACT APPLY TO YOU?

This contract applies to Small Customers. Whether you’re a Small Customer is determined under the Relevant Regulations. Currently, you’re a Small Customer if you use less than 1 terajoule of gas per year. This means that there are additional regulatory protections that will apply to you.

3 – SUPPLY OF GAS

We agree to sell gas to you at your Supply Address and you agree to purchase gas from us on the terms and conditions set out in this contract. The quantity of gas supplied by us to you will be the amount measured by the Meter at your Supply Address.

4 – WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start and end?

- This contract starts on the Acceptance Date and continues for 1 year, unless it is ended earlier by you or us under clause 16.
- If this contract hasn’t ended before the end of the 1 year period referred to in clause 4.1(a), then it will automatically continue for a further 1 year period. This automatic renewal occurs each year until we or you end this contract under clause 16.
- We will start selling you gas (and you must start paying for that gas) on the Supply Start Date, which is either:
 - the date your Supply Address is transferred to us (see clause 4.2 for more information) and you start taking supply of gas at your Supply Address;
 - the date your Supply Address is connected to the Distribution System (see clause 4.3 for more information) and you start taking supply of gas at your Supply Address;
 - the date you start taking supply of gas at your Supply Address where we are deemed by Law to be your retailer and you have not entered any non-standard agreement with us; or
 - another date as agreed with you.

4.2 Transfer of existing connections

- This clause 4.2 applies if we’re not currently the retailer for your Supply Address and you request us to arrange for your Supply Address to be transferred from your current retailer to us.
- If you request (in person, by telephone or in writing) that we arrange for your Supply Address to be connected to the Distribution System, we must forward your request for connection to the Distributor for the purpose of arranging for the connection on:
 - the day we receive your request if we receive your request on a Business Day before 3pm; or
 - the next Business Day, if we receive your request after 3pm or on a Saturday, Sunday or public holiday.

4.3 New connections

- This clause 4.3 applies if you request us to arrange for your Supply Address to be connected to the Distribution System and a new connection is required.
- If you request (in person, by telephone or in writing) that we arrange for your Supply Address to be connected to the Distribution System, we must forward your request for connection to the Distributor for the purpose of arranging for the connection on:
 - the day we receive your request if we receive your request on a Business Day before 3pm; or
 - the next Business Day, if we receive your request after 3pm or on a Saturday, Sunday or public holiday.

5 – CHARGES AND FEES

You must pay us the Charges under this contract. This clause explains what Charges you may incur.

5.1 Supply charge

- You must pay us the Supply Charge for gas we supply to you. The Supply Charge is published on our website.
- The Supply Charge is made up of two components:
 - a fixed daily component that is charged regardless of how much gas you use; and
 - a usage component that is based on how much gas you use.
- There are two types of Supply Charge: the residential Supply Charge and the business Supply Charge.
 - You are eligible for the residential Supply Charge if your Supply Address is a “dwelling” (a house, flat, home unit or other place of residence) and you use your gas only for a residential use, or if your Supply Address is not a dwelling, but it is separately metered and you use your gas solely for a residential use.

- You must tell us if you are no longer eligible for the residential Supply Charge because you are no longer using gas solely for a residential use at your Supply Address. If you don’t tell us, we can backdate the business Supply Charge to the start of the non- residential use (up to a maximum of 12 months).
- A business Supply Charge will be payable for a Supply Address if the gas is used for commercial or business purposes.
- The Supply Charge is no more than the maximum amount permitted by the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

5.2 Other Fees

You may also be required to pay one or more of the following other fees and Charges:

- amounts that the Distributor Charges us for services provided at your Supply Address which aren’t already included in the Supply Charge (for example, connection and disconnection fees and Meter reading fees);
- any taxes (including GST), duties, imposts, levies, regulated Charges, costs, fees and Charges that we have to pay (directly or indirectly) when we sell and supply gas and other goods and services to you;
- credit card payment fees for paying your bill by Mastercard, Visa or other payment methods where we incur a merchant services fee;
- late payment fees to compensate us for our costs and losses if you pay your bill after the due date;
- an account establishment fee for establishing your account with us;
- an account service fee for maintaining your account with us;
- payment processing fees for paying your bill over the counter in person or via Post BillPay;
- paper bill fees for us issuing you with bills in the mail;
- costs we incur for arranging network and connection services for you;
- reasonable costs we incur if you breach this contract or any of the Relevant Regulations (except where those costs are already recovered through other Charges or fees, such as the late payment fee); and
- other fees and Charges referred to in this contract (for example, a fee for reading your Meter after you deny us access to the Meter – see clause 6.3(d)).

5.3 Notice of charges

- We will give notice of the Charges payable under this contract on our website.
- You can also ask us to send you a copy of the Charges (at no cost to you).
- All Charges identified in clauses 5.1 and 5.2 that apply to you will be itemised on your bill. For an explanation of the Charges, please visit our website or call us.

5.4 Changes to charges

- a) We can vary the Charges payable under this contract at any time by notice on our website.
- b) If we change your Charges, including the amount, we'll let you know in writing no later than the next bill in the Billing Cycle. This notice will set out the varied Charges payable under this contract.
- c) If the Charges that apply to you change during a Billing Cycle, we will calculate your bill for that Billing Cycle according to the previously agreed upon basis, and the new Charges will apply only once you have been notified of the change, on a proportional basis for that Billing Cycle.

5.5 GST

You must pay any GST which is payable on any supply which is made under this contract.

6 – CALCULATING YOUR GAS USAGE

6.1 Calculating your gas usage

The usage component of the Supply Charge (see clause 5.1(b)(ii) above for more information) will be based on how much gas you use during the relevant Billing Cycle. This will be determined using information obtained from reading the Meter (see clause 6.2 for more information) or otherwise in accordance with the Relevant Regulations, such as by estimating your usage (see clause 6.3 for more information).

6.2 Reading your meter

- a) We will use our best endeavours to obtain metering data as frequently as required to prepare your bills. In any event, we will use best endeavours to ensure that the Distributor reads your Meter at least once every 12 months.
- b) If we ask you, you can agree to read the Meter yourself and provide the results to us, in which case, we will bill you on the basis of your Meter readings (subject to clause 6.3 (c) of these terms).

6.3 Estimating your usage

- a) We can provide you with a bill based on estimated usage if we are unable to reasonably base a bill on a reading of the Meter at the Supply Address.
- b) If we need to base your bill on estimated usage, we will specify in your bill:
 - i. that the bill has been based upon the estimate; and
 - ii. that upon your request, we will provide you with the basis of the estimation and the reason for the estimation.
- c) If we provide you with a bill based on estimated usage and we are later able to read your Meter, then we will adjust the estimated bill in accordance with the Relevant Regulations.

- d) If we provide you with a bill based on estimated usage because you denied us access to your Meter, and you subsequently request that we replace an estimated bill with a bill based on a reading of your Meter, then we will do so as long as you allow us access to the Meter and pay any reasonable charge we request for reading the Meter.

7 – BENEFIT CHANGES

If we provide a benefit (such as a price discount) to you under this contract and there is a Benefit Change then we will inform you by mail or email not more than 40 business days and not less than 20 business days before the date of the Benefit Change of:

- a) the Benefit Change; and
- b) the options for supply of gas available to you after the date of the Benefit Change.

8 – BILLING

8.1 General

We will send a bill to you as soon as possible after the end of each Billing Cycle. We will send the bill:

- a) to you at the address (mail or email) nominated by you; or
- b) to a person authorised in writing by you to act on your behalf at the address specified by you.

If you don't choose an address or we can't contact you at that address (e.g., if your bill is returned to us), we may send the bill to your Supply Address and you will be deemed to have received it.

- c) We will bill you no more than once a month and at least once every 105 days, unless you have agreed to a longer Billing Cycle.
- d) We may change the length of your Billing Cycle by notice to you, but we will not change it to less than 1 month without your consent or in accordance with the Relevant Regulations.

8.2 Information your bill will include

- a) Your bill will show your gas usage in units, which are calculated by multiplying the heating value (the amount of energy in the gas) by the volume of gas you used, and further multiplied by a pressure correction factor. If applicable, we can calculate your consumption through the measurement of gas from a master Meter and utilise other measurement devices to determine your individual usage.
- b) Your bill will separately itemise the Charges, including the fixed component and the usage component of the Supply Charge (see clause 5.1(b) above for more information) and any Charges related to the supply of gas such as connection fees.
- c) The information required by the Relevant Regulations will be included on your bill.
- d) If we provide you with other goods and services, then unless agreed otherwise with you, we will include the Charges for those goods and services as separate items on your bill.

We will apply any payment received from you as directed by you, or if you don't give us any direction:

- i. to the amount due for your gas use before applying it to the additional goods and services; or
- ii. if the goods or services include electricity, to the amount due for your gas use and electricity use in equal proportion before applying it to any other additional goods and services.

9 – PAYING YOUR BILL & FINANCIAL HARDSHIP

9.1 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.
- b) You can pay your bill in full using a range of options, including:
 - i. over the counter in person at a third party retailer or outlet specified on your bill;
 - ii. by mail; or
 - iii. by any of the other methods specified on your bill.
- c) You can also ask us to pay your bill in advance or have your bill redirected to a third person if you are going to be absent for a long period of time or if you are unable to arrange payment using any of the methods on your bill.

9.2 If you are having trouble paying

- a) If you are having trouble paying your bill, you should let us know as soon as possible.
- b) If you are a Residential Customer and have told us that you are having difficulty paying your bill then we will offer you:
 - i. additional time to pay a bill; and
 - ii. instalment plan options.
 There may also be additional assistance available if due to financial hardship you are unable to meet your obligations under an agreed instalment plan option.
- c) If you are a Residential Customer and we assess that you are experiencing financial hardship under the Relevant Regulations, we will give reasonable consideration to a request from you or a Relevant Consumer Representative for a reduction in your fees, Charges or debt.
- d) If you or a Relevant Consumer Representative reasonably demonstrate to us that you are unable to meet the assistance provided to you under clause 9.2(b), we will give reasonable consideration to:
 - i) offering you an instalment plan, if you had previously elected additional time to pay a bill; or
 - ii) offering to revise an instalment plan, if you had previously elected an instalment plan.
- e) If you are a Residential Customer and we assess that you are experiencing financial hardship under the Relevant Regulations, we will advise you of:
 - i. your right to have a bill redirected at no

- charge to a third party;
 - ii. payment methods available to you;
 - iii. concessions available to you and how to access them;
 - iv. different types of tariffs available to you;
 - v. independent financial counselling services and Relevant Consumer Representatives available to assist you;
 - vi. availability of any other financial assistance and grants schemes and how to access them.
- f) We will determine the minimum payment in advance amount for Residential Customers experiencing payment difficulties or financial hardship in consultation with Relevant Consumer Representatives.
- g) We can also choose to offer you other arrangements which give you time to pay your bill.
- h) If you have had 2 instalment plans cancelled in the last 12 months due to non-payment, then we will not offer you an instalment plan unless we're satisfied that you'll comply with the plan.
- i) We may also offer you other options in accordance with Relevant Regulations and our Hardship Policy. For more information about our policy on payment hardship, please see our Hardship Policy on our website.

9.3 If you don't pay your bill

- a) If you have not paid a bill in full by the due date, then (unless you've requested a review of your bill) we may:
- i. require you to pay a late payment fee in accordance with the Relevant Regulations;
 - ii. apply any Security Deposit we've received from you (see clause 11 for more information);
 - iii. issue a reminder notice;
 - iv. issue a disconnection warning;
 - v. disconnect your gas supply (see clause 14 for more information);
 - vi. subject to the Relevant Regulations, ask a debt collection agency to obtain payment from you; or
 - vii. rely on other rights we have under this contract.
- b) If you are a Business Customer, we may also charge you interest on any overdue amounts. However, we will only do so if we haven't charged you a late fee or if the late fee doesn't fully compensate us for our costs and losses from your failure to pay.
- c) We will not commence legal proceedings for the recovery of an amount you owe us if:
- i. you have entered into a payment arrangement with us and you are complying with the terms of that arrangement; or
 - ii. you have informed us that you are experiencing payment difficulties or financial hardship and if we have assessed that you are, we have offered you assistance (see clause 9.2 for more information).

10 – REVIEWING YOUR BILL

10.1 Reviewing your bill

- a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures (see clause 18 for more information). In the meantime, we may require you to pay the bill (or some of it), which will be no more than:
- i. the portion of the bill that you aren't disputing; or
 - ii. an amount equal to the average of your bills in the last 12 months, not including the disputed bill, (whichever is less).

We may also require you to pay future bills that are properly due.

- b) You can ask to have your Meter or Meter data tested as part of a review or at any other time. You may have to pay the cost of the test in advance. If the test finds that the Meter or Meter data is faulty and you've paid in advance, we'll refund any amount you've paid for the test. If the test finds that the Meter and Meter data is not faulty and you haven't paid for the test in advance, we may require you to pay for the cost of the Meter test.
- c) If the review of your bill finds that the bill is correct, then you will be required to pay the unpaid amount, but you are able to:
- i. request us to arrange a Meter test in accordance with Laws and Relevant Regulations; and
 - ii. pursue the matter further through our standard complaints and dispute resolution procedures and you may be entitled to refer the matter to the Ombudsman (see clause 18 for more information).
- d) If the review finds that the bill is incorrect, we'll adjust the bill for any undercharge or overcharge (see clause 10.2 for more information on how we do this).

10.2 Overcharging and undercharging

- a) If you are overcharged, we'll let you know and refund you the overcharged amount (without interest) in accordance with the Relevant Regulations. If we are required to refund you an overcharged amount, you can choose whether we make the refund as a credit to your account or a payment directly to you (except where the amount of the refund is less than \$100, in which case we will automatically credit the amount to your account).
- b) If you are undercharged (which includes if you are not charged at all), we may recover from you some or all of the amount owed to us in accordance with the Relevant Regulations. We'll let you pay us over a period matching how long we undercharged you. If the undercharge is a result of our error, the amount we can recover is capped at the amount undercharged over the 12 months up until the date we told you about the undercharge. The correcting payment will be shown as a separate item on your bill with an explanation.

- c) If we have undercharged you as a result of fraud by you or use of gas otherwise than in accordance with this contract, we may take action against you.

11 – SECURITY DEPOSITS

11.1 When we may require security deposit

- a) If you are a Business Customer, we can require you to provide us with a Security Deposit at the time you ask us to supply gas to you or at any time during the term of this contract in accordance with this clause 11.
- b) We will only require a Security Deposit if:
- i. you have an outstanding debt relating to any previous or current Supply Address, unless you have disputed the bill and the bill remains subject to a review by us or the Ombudsman; or
 - ii. in the 2 years prior before the start of this contract, you have fraudulently obtained supply of gas or consumed gas intentionally and unlawfully; or
 - iii. we reasonably decide that you have an unsatisfactory credit history or an unsatisfactory history relating to paying for gas supplied to you.
- c) We will inform you if we decide that clause 11.1(b)(iii) applies to you and will provide you with the reasons for our decision. If you disagree with any decision in this clause 11.1(c), please refer to our complaints process in clause 18 and the Ombudsman.

- d) If and when requested by us to do so, you must provide us with:
- i. permission to investigate your credit history; and
 - ii. any information you hold about your credit history.

This clause 11.1(d) only applies when we have required you to provide us with a Security Deposit under clause 11.

11.2 Amount of security deposit

- a) If we ask you to provide a Security Deposit, the amount will be no more than:
- i. 37.5% of your estimated bills over a 12 month period.
- b) To work out your estimated bill we can either use:
- i. your billing history; or
 - ii. The average consumption of comparable customers over a comparable 12 month period.

11.3 Failure to pay a security deposit

- a) If we require you to pay a Security Deposit and you fail to pay the Security Deposit in whole or in part we may, subject to clause 14, 15 and our trading licence:
- i. disconnect your supply or cause disconnection to occur; or
 - ii. refuse to reconnect your supply.

11.4 Holding a security deposit

- a) We will pay interest on a Security Deposit you provide to us at the Bank Bill Swap Rate. That interest will accrue daily and will be capitalised every 90 days unless paid.
- b) If we ask you for a Security Deposit, we will

keep that Security Deposit in a separate trust account, and it will be separately identified in our accounting records.

11.5 When can we use your security deposit?

- a) We can use your Security Deposit (and any interest accrued on it) for the full or partial satisfaction of any amount you owe to us only if:
 - i. you fail to pay a bill, resulting in the disconnection of your Supply Address and you no longer have any right to reconnection under the standard form contract; or
 - ii. you have a payment amount outstanding relating to a final bill.
- b) If we use your Security Deposit, we will give you a written statement of how it was used and refund the balance (if any) within 10 Business Days after applying the Security Deposit.

11.6 When will we refund your security deposit?

- a) We will refund your Security Deposit (and any accrued interest) in accordance with your reasonable instructions and subject to clause 11.5 within 10 Business Days after:
 - i. you complete 2 years of payments for supply by the date specified in the relevant bills; or
 - ii. you leave the Supply Address; or
 - iii. we disconnect supply at the Supply Address at your request; or
 - iv. you transfer to another retailer.
- b) If you do not give us reasonable instructions for the refund of your Security Deposit (and any accrued interest), we will credit the amount to be refunded to:
 - i. your next bill if clause 11.6(a)(i) applies; or
 - ii. your final bill if clauses 11.6(a)(ii), (iii) or (iv) apply.

12 – YOUR OTHER OBLIGATIONS

12.1 Title and risk

Title to and risk in gas supplied to your Supply Address will pass to you at the point of connection between the Distribution System and your Supply Address.

12.2 Access to supply address

- a) You must give us and other relevant people (including your Distributor and any Meter service provider) safe, convenient, easy and unrestricted access to the Supply Address, Your Equipment, the Gas Supply Equipment, the Distribution System and the Meter at your Supply Address including to read the Meter, to inspect or work on Your Equipment or the Gas Supply Equipment or for any other reason relating to the supply of gas at your Supply Address.
- b) If we or your Distributor intend to undertake inspections, repairs, testing or maintenance of the Distribution System at your Supply Address, we or the Distributor (as relevant) must comply with all applicable Laws and Relevant Regulations (including in respect of giving you notice).
- c) If you do not provide access as required

under this clause, we may, in addition to other rights, exercise our rights under clause 14.

12.3 Meters and other infrastructure

- a) We or your Distributor will provide, install and maintain equipment for the supply of gas to your Supply Address, including the Meter and any necessary ancillary equipment, which will be installed at a location at your Supply Address, which is suitable to us, but taking into account your wishes if you tell us your preference.
- b) You must:
 - i. take reasonable steps to limit any loss or damage you suffer in connection with this contract;
 - ii. make sure Your Equipment is in good condition and not damaged or interfered with in any way;
 - iii. ensure that any work done on the gas infrastructure at your Supply Address is only carried out by appropriately qualified and accredited people;
 - iv. keep all vegetation, structures and vehicles at your Supply Address clear of any gas infrastructure;
 - v. not tamper with or bypass the Meter, or allow anyone else to do so;
 - vi. not interfere with, disconnect, displace, remove or replace or damage the Meter, the Gas Supply Equipment or the Distribution System, or allow anyone else to do so;
 - vii. not turn on gas at the Meter if it has been turned off by us or your Distributor, unless you have our permission to turn it on;
 - viii. advise us or your Distributor of any safety issues;
 - ix. comply with directions from us or your Distributor; and
 - x. not use gas in a way that interferes with the supply of gas to anyone else or causes loss to anyone else.

- c) You acknowledge that the Meter is owned by a third party (generally either your Distributor, a Meter service provider, or us) and title will not pass to you at any time.

- d) You are responsible for keeping Your Equipment in good working order and condition.
- e) You agree to allow us to give the Distributor your details.
- f) Although we are separate companies, we may ask the Distributor to do things for us (such as turn on your gas supply or read your Meter). We may ask the Distributor to do things that this contract says we can do (e.g., in relation to the disconnection or reconnection of supply and the Gas Supply Equipment).

13 – YOUR DISTRIBUTOR, YOUR GAS SUPPLY AND SUPPLY INTERRUPTIONS

13.1 Your distributor

- a) Your Distributor is responsible for the connection between the Distribution System and your Supply Address and for the physical supply of gas to your

Supply Address, including the quality and reliability of the gas supplied.

- b) You must cooperate with any reasonable requests your Distributor makes of you.

13.2 Our limited role

We are a gas retailer and do not control the physical supply of gas. We can ask your Distributor to connect your Supply Address to the Distribution System, which we will do at your request. We will also arrange for your Distributor to physically supply gas to your Supply Address. Except to that extent or as otherwise provided by Law, we cannot control the way in which the Distributor operates the Distribution System, and we are not liable to you for ensuring the physical supply of gas or the safety, quality, continuity, reliability or pressure of that supply.

Gas supplied to your Supply Address may be subject to quality or pressure variations or deficiencies.

13.3 Supply interruptions may occur

The quality, continuity, reliability and pressure of your gas supply is subject to a variety of factors, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the Distribution System and acts of other persons (including your Distributor). Accordingly, the supply of gas to your Supply Address may be interrupted. Examples of when supply may be interrupted include:

- a) where required by your Distributor or another person;
- b) where there is insufficient gas or system capacity to meet the needs of all customers;
- c) for inspection, repairs, testing, maintenance or other works; or
- d) in an emergency or for safety reasons.

13.4 Keeping one another informed about supply interruptions

- a) We will try to inform you about supply interruptions, and we'll follow any notice requirements set out in the Relevant Regulations.
- b) If you let us know that your supply has been interrupted, we'll tell your Distributor.

14 – DISCONNECTION

14.1 When you could be disconnected

We may arrange for your gas to be disconnected, including in the following circumstances, unless we're prohibited from doing so under the Relevant Regulations or we say we won't in clause 14.3:

- a) if you ask us to;
- b) if you fail to pay Charges or other amounts on your bill relating to the supply of gas by the due date;
- c) if you don't agree to an offer of an instalment plan or other payment option to pay for Charges or other amounts relating to the supply of gas;
- d) if you haven't paid in accordance with an agreed payment plan for Charges or other amounts relating to the supply of gas;
- e) if your Supply Address couldn't be accessed

to read the Meter for the purposes of issuing three consecutive bills and:

- i. we've given you an opportunity to offer reasonable alternative access arrangements;
 - ii. each time your Supply Address couldn't be accessed, we've given you 5 Business Days' written notice of the next scheduled Meter reading and requested access at that time; and
 - iii. we've given you at least 5 Business Days' notice of our intention to arrange for you to be disconnected;
- f) in the case of an emergency, in which case your Distributor, will provide, by way of a 24 hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored and use best endeavours to arrange for reconnection as soon as possible;
- g) for the purposes of planned maintenance on, or augmentation to, the Distribution System
- h) if you've obtained supply in breach of any Relevant Regulations; or
- i) if you've refused to provide a Security Deposit under clause 11.

If you are disconnected, you may be required to pay a disconnection fee. We will not charge you a disconnection fee if the disconnection occurs under clauses 14.1(f) or (g).

14.2 What we'll do before we disconnect you

- a) If you have failed to pay your bill, including if you haven't agreed to an offer of an instalment plan or other payment option, or you haven't paid in accordance with such a plan or option (see clauses 14.1(b) to (d) above), then before we disconnect you, we will:
- i. use our best endeavours to contact you personally;
 - ii. give you a written reminder notice not less than 14 Business Days after the date on which the bill was issued, advising you that payment is overdue and requiring you to pay by a date specified in the notice (which will be at least 20 Business Days after the date the bill was issued);
 - iii. if payment is not made by the date specified in the reminder notice, give you a written disconnection warning not less than 22 Business Days after the date the bill was issued, advising you that you will be disconnected unless you pay by the day specified in the disconnection warning (which will be at least 10 Business Days after the date of the disconnection warning);
 - iv. if you are a Residential Customer, offer you an instalment plan or other payment option such as an extension of time to pay (if we haven't already done so) and give you information about government concessions (and give you at least 5 Business Days to accept that offer); and
 - v. if you are a Business Customer, offer you an extension of time to pay (and give

you at least 5 Business Days to accept that offer);

- b) If we give you a disconnection warning (see clause 14.2(a)(iii) above), then we won't disconnect you until at least 1 Business Day after the date specified in the warning.

14.3 When we won't disconnect you

Unless disconnection:

- i. was requested by you;
 - ii. is required by Law;
 - iii. occurred for emergency reasons; or
 - iv. was the result of a planned interruption (including a temporary unavailability of supply from the distribution network to you due to planned work); or
 - v. was to prevent unauthorised use of gas (including if you have obtained any supply of gas at your Supply Address otherwise than in accordance with the Relevant Regulations),
- we will not disconnect you:
- a) within 1 Business Day after expiry of the period in the disconnection warning;
 - b) if we have made you an offer in accordance with clause 9.2(b) above and you have:
 - i) accepted the offer before the expiry of the period specified in the disconnection warning given to you under clause 14.2(a)(iii) above; and
 - ii) you have used reasonable endeavours to settle the debt before the expiry of the period specified in the disconnection warning given to you under clause 14.2(a)(iii) above;
 - c) if the amount outstanding is less than an amount approved and published by the Economic Regulation Authority and you have agreed to repay the amount outstanding;
 - d) if you have made an application for a concession administered by us and the application has not yet been decided;
 - e) if you have failed to pay an amount that does not relate to the supply of gas;
 - f) if the Supply Address does not relate to the bill, unless the amount outstanding relates to a Supply Address previously occupied by you;
 - g) if we have assessed you as experiencing payment difficulties or financial hardship and we have not provided you with information on the types of concessions available to you;
 - h) if you have provided us with a written statement from a medical practitioner (registered under the Health Practitioner Regulation National Law (WA) Act 2010) stating that supply is necessary to protect the health of a person who lives at your Supply Address, and you have entered into arrangements acceptable to us in relation to payment for gas supplied;
 - i) if you have made a complaint, including to the Ombudsman, which directly relates to the reason for the proposed disconnection and which remains unresolved;
 - j) if disconnection would occur on a Friday, Saturday, Sunday or public holiday in Western Australia, or the day before such a public holiday or after 3.00pm on any

other day;

- k) if you can't pay your bill because of payment difficulties or financial hardship and we haven't done the things we have said we will do under clause 14.2; or
- l) if you've accepted an instalment plan or other payment option, unless, after accepting, you don't take any reasonable action towards settling the debt within the time specified in the plan.

14.4 Customer assistance

You must assist us in disconnecting supply and you give us and the Distributor permission to enter your Supply Address to remove any property which belongs to us or the Distributor.

15 – RECONNECTION

- a) If you ask us to, we must arrange for your gas supply to be reconnected if:
- i. within 10 Business Days after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment;
 - ii. within 10 Business Days after disconnection for denial of access to a Meter, you provide access to the Meter;
 - iii. within 10 Business Days after disconnection for unlawful consumption of gas, you pay for the gas consumed;
 - iv. within 10 Business Days after disconnection for refusal to pay a Security Deposit, you pay the Security Deposit;
 - v. within 20 Business Days after disconnection in an emergency situation or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified and you have paid any applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee). We will not charge you a reconnection fee if the disconnection occurred under clauses 14.1(f) or (g).
- b) If you are entitled to be reconnected and you make the request for reconnection:
- i. before 3.00pm on a Business Day, we must forward your request for reconnection to your Distributor on the same Business Day;
 - ii. after 3.00pm on a Business Day, we must forward your request for reconnection to your Distributor no later than 3.00pm on the next Business Day; or
 - iii. on a Saturday, Sunday or public holiday, we must forward your request for reconnection to your Distributor no later than 3.00pm on the next Business Day.

16 – TERMINATION OF THIS CONTRACT

16.1 When we can end this contract

We can end this contract:

- a) by giving you 20 Business Days' notice;
- b) if you become insolvent, go into liquidation or commit an act of bankruptcy;
- c) if you commit a substantial breach of this contract; or
- d) if you commit any other breach of this contract, but only if:

- i. we have a right to disconnect supply under this contract, a written Law or any relevant code; and
- ii. we have disconnected supply at all of your Supply Addresses that are covered by this contract.

16.2 When you can end this contract

You can end this contract at any time by advising us at least 3 Business Days before the day you want the contract to end unless you wish to terminate your contract because you're moving out of your Supply Address, in which case clause 16.4 will apply.

16.3 When this contract will automatically end

- a) If you request that we disconnect your Supply Address, this contract will end 10 Business Days after disconnection.
- b) If you transfer the gas supply at your Supply Address to another retailer, this contract will end when we are deemed to receive notification from the Distributor that your Supply Address has been transferred to the other retailer in accordance with the Retail Market Rules.
- c) If you enter into a new contract for the supply of gas with us, this contract will end on the expiry of the cooling off period (if any) specified in the new contract.
- d) If you are disconnected, this contract will end when you no longer have any right to be reconnected under this contract, a written Law or any relevant code.
- e) This contract will also end if:
 - i. another person starts being supplied with gas at the Supply Address with us or another retailer; or
 - ii. we are no longer entitled to sell gas due to a Retailer of Last Resort Event.

16.4 Termination when you move out of your supply address

- a) If you're moving out of your Supply Address, you'll need to give us at least 5 days' notice indicating that you are moving out and wish to terminate this contract. You must include the date you are moving out in your notice, as well as a forwarding address to which we can send you a final bill.
- b) We will do what we can to have your Meter read on the date specified in your notice, or as soon as practicable after that date if there are difficulties accessing your Meter. If a final reading is not performed on the date you move out of your Supply Address, we will estimate your usage and the new customer's usage and try to fairly allocate the Charges between you.
- c) You will be required to pay us the Charges and any other amounts payable under this contract for your Supply Address until the later of the date you move or 5 days from the date you notify us that you're moving, unless you can reasonably demonstrate you were evicted or otherwise forced to leave the Supply Address earlier, in which case you will only be required to pay for gas consumed until the date you gave us notice.
- d) You will not be required to pay for any gas

supplied at the Supply Address from the time another person became responsible to pay for gas supplied under a new agreement with us.

- e) If you don't give us notice that you are moving out or you don't provide access to your Meter, then subject to the Relevant Regulations, you will be required to pay us the Charges and any other amounts payable under this contract for the Supply Address until:
 - i. we find out that you've moved and your Meter has been read;
 - ii. you notify us you're moving, in accordance with the notice period under Clause 16.4 (a);
 - iii. the gas supply is disconnected or transferred to another retailer; or
 - iv. we enter into a new agreement in relation to the Supply Address, whether with you or someone else.

16.5 What happens when this contract ends

- a) If this contract is terminated, then:
 - i. if you want us to continue to supply you gas, we will continue to sell you gas on the same terms as the terms of this contract until you enter into a new contract with us or transfer to another retailer;
 - ii. we may arrange for a final Meter reading and for disconnection on the day on which this contract ends;
 - iii. we may issue you with a final bill;
 - iv. we may, subject to the provisions of the Relevant Regulations, charge you a fee for the final Meter reading, disconnection and final bill;
 - v. we or your Distributor may remove any network equipment at your Supply Address at any time after the day on which this contract ends, and you must allow us or your Distributor safe and unrestricted access to your Supply Address for this purpose;
 - vi. if you want us to supply gas to you again, you must enter into a new contract with us; and
 - vii. you must still pay any outstanding amounts to us and we don't have to continue to supply gas to you.
- b) This clause and the provisions of this contract about privacy, liabilities, notices, governing law and payment will survive this contract ending.
- c) This contract ending will not prejudice any rights, obligations or remedies that you or we have accrued before the contract ends.

17 – INFORMATION AND PRIVACY

17.1 Your details

You must make sure:

- a) your name, Supply Address and contact details (including the address you choose for notices and billing) are set out correctly in this contract;
- b) any other contact details you give us are correct;
- c) you tell us promptly if you become aware

of any change that materially affects access to your Meter or other equipment involved in providing the metering services at your Supply Address; and

- d) you let us know if any information you've given us changes.

17.2 Your historical billing information

If you ask us, we will give you information about your billing history. We may charge you a reasonable fee to provide this information, unless:

- a) you ask for information for the last 2 years only, and you haven't already made a request in the last 12 months; or
- b) you request the information in relation to a dispute, in which case we will provide the information free of charge.

17.3 Life support

You must let us know if there is life support equipment in use at your Supply Address. You will need to give us written confirmation from a registered medical practitioner that the equipment is required. We will pass this information on to your Distributor and give you the emergency telephone contact number for your Distributor.

17.4 Privacy

We'll handle your information (including personal and credit information) in accordance with applicable privacy Law and our privacy policy, which is set out here: <https://www.simplyenergy.com.au/help-centre/policies-and-commitments/privacy-policy> and may change from time to time.

17.5 Further information

- a) If you would like further information about any of the following, please get in touch with us and we will provide you copies of:
 - b) a copy of the Energy Coordination (Customer Contracts) Regulations 2004 (WA);
 - c) a copy of the Gas Marketing Code of Conduct;
 - d) a copy of the Compendium of Gas Customer Licence Obligations;
 - e) information about the Charges and fees payable under this contract, including alternative tariffs that may be available to you;
 - f) information about energy efficiency;
 - g) Billing Data;
 - h) contract details for obtaining information about Government assistance programs or financial counselling services; or
 - i) information about our gas customer safety awareness program.

18 – CUSTOMER SERVICE AND COMPLAINTS

- a) If you have an enquiry, complaint or dispute, please contact us on 1800 038 241. We will handle your complaint in accordance with our standard complaints and dispute resolution procedures (including the Australian Standard on Complaints Handling (AS/NZS 10002:2014)), which you can find on our

website, and let you know of our decision and any right you have to take the matter to the Ombudsman.

- b) You can ask us for a copy of our standard complaints and dispute resolution handling procedures and more information about our complaints procedure and the Ombudsman.
- c) If you are not satisfied with our response to your complaint, you can raise the complaint to a higher level within our management structure, and if you are still not satisfied with our response, you may be entitled to refer the complaint to the Ombudsman.
- d) We are required to comply with certain provisions in the Relevant Regulations and a number of codes, standards and policies, including:
 - i. the standards of service set out in Part 5 of the Energy Coordination (Customer Contracts) Regulations 2004 (WA);
 - ii. the Gas Marketing Code of Conduct; and
 - iii. the Compendium of Gas Customer Licence Obligations.

19 – LIABILITY

- a) We will comply with the Law and Relevant Regulations, unless and except to the extent a regulator excuses us from compliance.
- b) You have certain rights under the Australian Consumer Law, including the consumer guarantees. Nothing in this agreement excludes, restricts or modifies, or has the effect of excluding restricting or modifying, the application of, or the exercise of rights conferred by or relating to the consumer guarantees. Otherwise, to the extent permitted by Law we give no guarantees, warranties or representations about the quality of gas supplied under this contract and its fitness for purpose or safety, other than expressly provided for under this contract.
- c) You are responsible for how gas is used at your Supply Address.
- d) If you cannot meet an obligation under this contract because you do not own your Supply Address, you must use your best efforts to ensure that the owner meets that obligation.
- e) This contract does not affect any limitation of liability or immunity we have under the Law.
- f) Subject to the Relevant Regulations and the consumer guarantees in the Australian Consumer Law:
 - i. we are not liable to you for any loss or damage in connection with or arising out of this contract (including any loss or damage you suffer as a result of the failure to supply gas to the Supply Address), except to the extent we cause that damage or loss because we breach this contract or are negligent;
 - ii. we are not liable to you for any business interruption loss, any reliance loss, any loss of profits, any loss of opportunity, any liability to a third party arising under

other contracts or otherwise, or any indirect or consequential loss;

- iii. we are not liable to you for any loss or damage in connection with or arising out of any act or omission of the Distributor, except to the extent that we were negligent, or caused or contributed to that loss or damage;

20 – EVENTS

- a) If an event outside our control occurs and we cannot meet an obligation we have under this contract, other than any obligation to pay money, then that obligation is suspended for that period ("suspension"). You are entitled to the same relief. We will promptly notify you of any uncontrollable event which affects us and will use our best endeavours to overcome its effects, as you must do if you are affected.
- b) Subject to the Relevant Regulations and the consumer guarantees in the Australian Consumer Law, we are not liable to you for any loss or damage that you may suffer during a Suspension because we couldn't supply gas to you.
- c) If some matter outside your reasonable control occurs, you must still pay your bill by the due date on the bill.

21 – LEGAL MATTERS

21.1 Notices

- a) Unless the Law requires us to give notice in another way, we will give you notice in writing. We may do so personally, by post, by email, by fax or by a message on your bill to the relevant addresses in the Details Section.
- b) We will consider you to have received notice given by post three Business Days after we posted it, by email the day after we send the email, and by fax when our fax machine produces a report stating that the fax was sent in full.
- c) We may also send you an email, SMS or other electronic communication letting you know that we are making a change or notifying you about something and where you can find more details (for example, our website).

21.2 Governing law

The Laws of Western Australia govern this contract.

21.3 Varying this contract

- a) Clause 5.4 specifies when we can vary charges under this contract. Otherwise, we can vary this contract without your consent if we give you 20 Business Days' notice of the variation.
- b) We may also vary the contract by giving you notice if we need to because the Laws change
- c) If you do not agree with any amendment we notify you about, you have the right to terminate this contract as provided for in clause 16, including by giving us 3 Business Days' notice.
- d) Any variation to these terms must be

approved by the Economic Regulation Authority. We will publish the amended contract as required by the Relevant Regulations.

21.4 Transferring this contract

- a) You cannot transfer this contract to another person without our prior written consent.
- b) We may transfer this contract to a third party without your consent. However, we will notify you if we do so.

21.5 Confidentiality

- a) We will keep confidential your information in accordance with the Relevant Regulations, unless:
 - i. you give us prior written consent to disclose the information;
 - ii. disclosure is required to comply with any accounting or stock exchange requirement;
 - iii. disclosure is required to comply with any legal or regulatory requirement or proceedings;
 - iv. the information is already publicly available; or
 - v. we believe you have used gas illegally and we must provide your information to the Economic Regulation Authority or the Director of Energy Safety.

- b) Our privacy policy details the steps that we take to ensure that information we hold about you is dealt with in a confidential manner. You can access our privacy policy without charge here: <https://www.simplyenergy.com.au/help-centre/policies-and-commitments/privacy-policy>

21.6 Interaction with Relevant Regulations

- a) If any matter that is required to be included in this contract by a Relevant Regulation is not expressly dealt with in this contract, the Relevant Regulation is incorporated as if it were a term of this contract.
- b) If there is any inconsistency between this contract and a Relevant Regulation, then this contract will prevail to the extent of the inconsistency, unless a Relevant Regulation provides that it must prevail.

21.7 Invalidity and unenforceability

If any term or clause of this contract is or becomes invalid or is unenforceable, then the other terms remain valid and will be unaffected for the duration of this contract.

21.8 Entire agreement

This contract and all applicable written Laws represent the entire agreement between you and us relating to matters covered by this contract.

21.9 No waiver

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

22 – DEFINITIONS AND INTERPRETATION

22.1 Definitions

In this contract, unless the contrary intention

is shown:

“Acceptance Date” means the date specified in the Details Section, or if no date is specified in the Details Section, the date you sign this contract or you accept this contract over the phone or online.

“Bank Bill Swap Rate” means the Australian Stock Exchange Bank Bill Swap Rate having a term equal to or nearest to 90 days, as published on the first day of the relevant 90 day period or, if the rate is not published on that day, the rate published on the most recent day before that day.

“Benefit Change” means a change to, or the expiry of, a benefit (such as a price discount) provided under this contract during a period that ends earlier than the date on which this contract will end.

“Billing Cycle” means the regular recurrent period for which you receive a bill from us.

“Billing Data” means information in or relating to bills we’ve issued to you.

“Business Customer” means a customer who is not a Residential Customer.

“Business Days” means a day that is not a Saturday, Sunday or public holiday in Western Australia.

“Charges” means the charges and fees set out or described in this contract.

“Details Section” means the section of this contract titled “Details Section”.

“Distribution system” means the distribution system used to distribute gas (as described in section 3 of the Energy Coordination Act 1994 (WA)).

“Distributor” means the person who is authorised or licensed to supply distribution services through the Distribution System to which your Supply Address is connected.

“Gas Marketing Code of Conduct” means the code of conduct approved under section 11ZPM of the Energy Coordination Act 1994 (WA).

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

“GST” means goods and services tax.

“Law” means any law or regulatory or administrative document.

“Meter” means the equipment installed at your Supply Address to measure the volume of gas you use.

“Relevant Consumer Representative” means a person who may reasonably be expected to represent the interests of Residential Customers who are experiencing payment difficulties or financial hardship, and includes financial counsellors.

“Ombudsman” means the Energy and Water Ombudsman appointed under a scheme approved by the Economic Regulation Authority under section 11ZPZ(1) of the Energy Coordination Act 1994 (WA).

“Relevant Regulations” means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and Laws applicable to the sale and supply

of gas to your Supply Address. These include the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988 (Cth), the Energy Coordination Act 1994 (WA), the Energy Coordination (Customer Contracts) Regulations 2004 (WA), the Compendium of Gas Customer Licence Obligations, the Gas Marketing Code of Conduct and the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

“Residential Customer” means a customer who acquires natural gas for use in domestic premises.

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

“Retailer of Last Resort Event” means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Relevant Regulations.

“Security Deposit” means an amount of money provided as security against you not paying a bill.

“Small Customer” means a small use customer for the purposes of the Energy Coordination Act 1994 (WA).

“Supply Address” means the premises to which gas will be supplied to you under this contract, as set out in the Details Section.

“Supply Charge” means the charge paid by you for or in connection with the supply of gas.

“Supply Start Date” means the supply start date under clause 4.1(d).

“Suspension” has the meaning given in clause 20(a).

“Your Equipment” means all equipment which is located after (downstream of) the point that gas leaves the Meter at your Supply Address which is used to take supply of or consume gas.

22.2 Interpretation

- a) “We”, “us” or “our” refers to IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293, trading as Simply Energy ABN 67 269 241 237.
- b) “You” or “your” refers to the person to whom gas is sold under this contract.
- c) A reference to:
 - i. the singular includes the plural and vice versa;
 - ii. a document includes any variation or replacement of it; and
 - iii. costs we incur includes our internal costs.
- d) The words “includes” is not a word of limitation. If an example is given of any thing, the scope is not limited to the example.
- e) A reference to this document or another instrument includes any variation or replacement of any of them.
- f) 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.
- g) A person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal

identity, and any executor, administrator or successor in Law of the person.

- h) Headings are for convenience only and do not affect the interpretation of this contract.

23 – OUR DETAILS

Company name

IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293 trading as Simply Energy

Business name

Simply Energy ABN 67 269 241 237 Level 23, 2 Southbank Boulevard, Melbourne, VIC 3000

Mailing address:

GPO Box 4408 Melbourne VIC 3001

Telephone: 13 88 08

Email: enquiry@help.simplyenergy.com.au

Website: www.simplyenergy.com.au