

# Standard Form Contract Terms and Conditions

Effective 1 July 2024



***Kleenheat***

**Wesfarmers Kleenheat Gas PTY LTD**

**ABN 40 008 679 543**

Address: Campus Drive (off Murdoch Drive), Murdoch WA 6150

Postal Address: PO Box 4184, Myaree Business Centre, WA 6960

Email (for home): [nghome@kleenheat.com.au](mailto:nghome@kleenheat.com.au)

Email (for business): [businesssales@kleenheat.com.au](mailto:businesssales@kleenheat.com.au)

Phone: 13 21 80

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

**NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW**

**Important Notice to the Consumer**

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

I, \_\_\_\_\_, the Customer:

- (a) apply to Kleenheat for the supply of gas to the Supply Address on the terms and conditions contained in this document and the Kleenheat Standard Form Contract;
- (b) acknowledge receipt of Australian Consumer Law information outlining the various rights and obligations of Kleenheat and the Customer.

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

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

Sign \_\_\_\_\_

Sign \_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print) \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_



Wesfarmers Kleenheat Gas Pty Ltd ABN 40 008 679 543



PO Box 4184,  
Myaree Business Centre WA 6960



P 13 21 80  
[kleenheat.com.au](http://kleenheat.com.au)

## Cooling-off period

### This section only applies to unsolicited consumer agreements

In addition to Your rights under the Contract, You can end the Contract by giving Us notice that You want the Contract to end during the following period:

- (a) if the Contract was not negotiated by telephone – the period of 10 Business Days starting at the start of the first Business Day after the day on which the Contract was made; or
- (b) if the Contract was negotiated by telephone – the period of 10 Business Days starting at the start of the first Business Day after the day on which You were given the Contract,

(the **Cooling-off Period**).

We will not supply You with gas during the Cooling-off Period, unless You ask Us to do so and either:

- (c) gas is not connected to the Supply Address; or
- (d) gas is connected to the Supply Address, but no gas is being supplied to the Supply Address by Us.

If, at Your request, We supply You with gas during the Cooling-off Period and You end the Contract during the Cooling-off Period, We may charge You for any gas and associated services supplied to You during this period.



# ATTACHMENT A

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

## NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

### Your additional rights to cancel this Contract

In addition to Your rights described in the Contract:

- (a) You have a right to cancel this Contract at any time within 10 Business Days from and including the day after You signed or received this Contract.
- (b) You also have a right to cancel this Contract at any time within 3 months from and including the day after You signed or received this Contract if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).
- (c) You also have a right to cancel this Contract at any time within 6 months from and including the day after You signed or received this Contract, if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).

You may cancel this Contract by telling Us over the telephone or in person that You would like to cancel the Contract or by:

- (d) giving Us a notice personally; or
- (e) giving Us or sending Us a notice, in an envelope addressed to:  
Wesfarmers Kleenheat Gas Pty Ltd  
PO Box 4184  
Myaree Business Centre WA 6960; or
- (f) sending Us an email to, for home: [nghome@kleenheat.com.au](mailto:nghome@kleenheat.com.au) or for business: [businesssales@kleenheat.com.au](mailto:businesssales@kleenheat.com.au)

saying that You would like to cancel the Contract.

You may use the notice attached as Attachment B to this Contract to let Us know You would like to cancel the Contract.

### SUPPLYING GOODS OR SERVICES DURING THE COOLING-OFF PERIOD

We are not allowed to supply You with gas or accept or ask for any payment for gas at any time within 10 Business Days from and including the day after You signed or received this Contract, unless:

- (a) gas is not connected to the Supply Address; or
- (b) gas is connected to the Supply Address, but no gas is being supplied to the Supply Address by Us.



# ATTACHMENT B

Australian Consumer Law

## Cancellation notice — Unsolicited Consumer Agreement

### Right to cancel this Contract within 10 Business Day cooling-off period

You have a right to cancel this Contract without any reason within 10 Business Days from and including the day after You signed or received this Contract.

### Extended right to cancel this Contract

If We have not complied with the law in relation to Unsolicited Consumer Agreements, You also have a right to cancel this Contract by contacting Us, either orally or in writing. Refer to the information attached to this Contract. You may have up to 6 months to cancel this Contract in certain circumstances.

To cancel this Contract in writing, complete this notice and send it to Us. Alternatively, write a letter or send an email to Us.

### Our details:

<b>Supplier's name:</b>	Wesfarmers Kleenheat Gas Pty Ltd
<b>Address:</b>	Campus Drive (off Murdoch Drive), Murdoch WA 6150
<b>Email:</b>	For home: <a href="mailto:nghome@kleenheat.com.au">nghome@kleenheat.com.au</a> For business: <a href="mailto:businesssales@kleenheat.com.au">businesssales@kleenheat.com.au</a>
<b>Phone:</b>	13 21 80

### Your details (please complete in full):

<b>Name:</b>	
<b>Supply Address:</b>	
<b>I WISH TO CANCEL THIS AGREEMENT</b>	
<b>Signed by You:</b>	
<b>Name (print):</b>	
<b>Date:</b>	

**Note: You must either return to Us any goods supplied under the Contract or arrange for the goods to be collected**



Wesfarmers Kleenheat Gas Pty Ltd ABN 40 008 679 543



PO Box 4184,  
Myaree Business Centre WA 6960



P 13 21 80  
[kleenheat.com.au](http://kleenheat.com.au)

# Contents

ATTACHMENT A.....	III	23. Disconnection of Supply.....	13
ATTACHMENT B.....	IV	24. Reconnection after Disconnection .....	15
1. Definitions.....	2	25. Termination .....	15
2. This Standard Form Contract.....	4	26. Title and Risk .....	16
3. Gas and Services provided by Us .....	4	27. Exclusions .....	17
4. Price and Fees .....	4	28. Indemnity .....	17
5. Benefit changes.....	5	29. Set Off.....	17
6. GST .....	5	30. Notices and Information.....	17
7. Bills.....	5	31. Complaints and Disputes.....	17
8. Basis of a Bill.....	8	32. Amendment of Contract.....	17
9. Estimated Accounts .....	8	33. Availability of Contract.....	18
10. Calculation of Consumption.....	9	34. Access to Information.....	18
11. Methods of Payment.....	9	35. Confidentiality and Privacy.....	18
12. Security Deposit.....	9	36. Successors and Assigns.....	19
13. Network Equipment .....	10	37. Unsolicited Consumer Agreement.....	19
14. Connections.....	10	38. Governing Law .....	19
15. Meter Reading .....	11	39. Compliance with Laws.....	19
16. Meter Testing.....	11	40. Severability .....	19
17. Access.....	12	41. Waivers .....	19
18. You must notify Us of certain matters.....	12	42. Entire Contract.....	19
19. Entering the Supply Address.....	12	43. Electronic Communication.....	19
20. Leaving the Supply Address.....	12	44. Network Operator .....	19
21. Matters beyond Our control.....	13	45. Our Contact Details .....	20
22. Matters beyond Your control.....	13		



## Parties

**We** and **Us** means Wesfarmers Kleenheat Gas Pty Ltd (ABN 40 008 679 543) a company registered in Perth and having its registered office at Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, PERTH WA 6000 and **Our** has a corresponding meaning.

**You** means the person/s taking a supply of gas from Us at the Supply Address and **Your** has a corresponding meaning.

## Interpretation and use of Capital Letters

Some words or expressions have been capitalised to indicate that those words or expressions are defined in clause 1 or elsewhere. In interpreting this Contract the fact that a word has or has not been capitalised is to be disregarded.

Unless otherwise indicated, in this document:

- (a) all defined terms include both the singular and plural, and vice versa;
- (b) headings are for convenience only and do not affect the interpretation of the document;
- (c) a reference to a legislative instrument is a reference to that instrument as amended from time to time; and
- (d) any use of the terms 'includes' or 'including' is inclusive and does not purport to limit the operation of the relevant provision.

### 1. Definitions

**Acceptable Identification** has the meaning given to that term in the *Energy Coordination (Customer Contracts) Regulations 2004 (WA)*.

**Australian Consumer Law** has the same meaning as in the *Competition and Consumer Act 2010 (Cth)*.

**Bank Bill Swap Rate** has the meaning given to that term in the *Energy Coordination (Customer Contracts) Regulations 2004 (WA)*.

**Basic Living Needs** includes:

- (a) rent or mortgage;
- (b) utilities (e.g. electricity, phone and water);
- (c) food and groceries;
- (d) transport (including petrol and car expenses);
- (e) childcare and school fees;
- (f) clothing; and
- (g) medical and dental expenses.

**Benefit Change** has the meaning given to that term in the *Energy Coordination (Customer Contracts) Regulations 2004 (WA)*.

**Bill** means a tax invoice issued by Us that complies with the requirements of the Customer Service Code.

**Billing Period** means the regular recurrent period We issue Bills to You in accordance with clause 7.1.

**Business Day** means a day which is not Saturday, Sunday or a Public Holiday in Western Australia.

**Contract** means the legally binding Contract between You and Us consisting of these terms and conditions.

**Cooling-off Period** means a period of 10 Business Days from and including the Business Day after You agreed to this Contract or (if the Contract was negotiated by telephone) received this Contract, or longer period as applies under the Australian Consumer Law.

**Customer Service Code** means the Compendium of Gas Customer Licence Obligations, unless an alternative Customer Service Code is approved by the Economic Regulation Authority, in accordance with Our Trading Licence.

**Date of Receipt** means, in relation to the receipt of a notice or communication under this Contract, the date that it is taken to be received, which is:

- (a) in the case where it is hand delivered, the date it is done so;
- (b) in the case where We leave the notice at the Supply Address, the date it is done so;
- (c) in the case where it is posted, the date 2 Business Days after the date it was posted; and
- (d) in the case where it is by electronic message (e.g. email or SMS), the date on which the computer or other device from which the electronic message was sent records that the electronic message was successfully transmitted.

**Delivery Point** means the point on the Network at which gas is withdrawn for delivery to You as determined by the Network Operator.

**Designated Person** has the meaning given to that term in the Customer Service Code.

**Disconnection Warning** means a notice given by Us in accordance with the Customer Service Code advising You that disconnection is proposed and may occur unless payment is made by the date specified in the notice.

**Distribution Standards** means the relevant Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards and/or administrative interpretations of them, to regulate:

- (a) the supply of gas to or from the Network; and
- (b) the way in which Your gas equipment at the Supply Address that is not part of the Network affects the Network to which it is connected.

**Economic Regulation Authority** means the body established by the *Economic Regulation Authority Act 2003* (WA).

**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 which destroys or damages, or threatens to destroy or damage, any property.

**Energy Ombudsman** has the meaning given by section 11ZPZ(1) of the *Energy Coordination Act 1994* (WA).

**Family Violence** has the meaning given to that term in the Customer Service Code.

**Fee** means a Fee other than the Price.

**Financial Hardship** means, if You are eligible to pay the Residential Price, a state of long term financial disadvantage which results in You being unable to pay an outstanding amount as required by Us without affecting Your ability to meet the Basic Living Needs of You or a dependent of Yours.

**Gas Marketing Code of Conduct** means the Gas Marketing Code of Conduct 2022 as amended or replaced from time to time.

**Gas Tariffs Regulations** means the *Energy Coordination (Gas Tariffs) Regulations 2000* (WA).

**Interest Rate** means a rate of 3% above the quoted rate for the one month Bank Bill Swap Rate.

**Matter Beyond Our Control** or **Matter Beyond Your Control** means an event or circumstance affecting Us (in the case of a Matter Beyond Our Control) or You (in the case of a Matter Beyond Your Control), and in each case that is beyond the direct control or influence of that affected person including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of gas or any other problem with the Network, but excludes Our or Your inability to pay any money due under this Contract for any reason.

**Medical Practitioner** means an individual registered under the *Health Practitioner Regulation National Law (WA) Act 2010* (WA) in the medical profession.

**Meter** means the equipment at the Supply Address used to measure the volume of gas consumed.

**Meter Equipment** means Meters, pressure regulators and safety valves, filters, regulators, flow correcting devices and telemetry devices necessary to measure quantities of gas supplied to You.

**Metering Agent** has the meaning given to that term in the Customer Service Code.

**Network** means a distribution system (as defined in the *Energy Coordination Act 1994* (WA)).

**Network Equipment** means the Meter and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to You, before the point where gas leaves the Meter.

**Network Operator** means the person who owns, operates or controls the distribution system to which the Supply Address is or is to be connected.

**Non-residential Price** means the Price payable for a Supply Address if You do not qualify to pay the Residential Price.

**Payment Plan** means an interest-free and fee-free plan or other arrangement between Us and You (if You are eligible to pay a Residential Price) under which You are allowed to pay a Bill, any arrears or a charge (including a disconnection or reconnection fees) by 2 or more instalments while continuing consumption of gas.

**Price** means the charge for gas supplied at the Supply Address as determined from time to time and Published by Us and, unless otherwise agreed, includes a fixed component and a usage component relating to the quantity of gas consumed by You. The fixed component and the usage component will be listed separately when the Price is Published.

**Public Holiday** means a day that is appointed or declared a public holiday in Western Australia by the *Public and Bank Holidays Act 1972*.

**Publish** means to place details on Our website, send You a notice or as otherwise agreed with the Economic Regulation Authority. Where required by law, We will also put a notice in the Government Gazette.

**Relevant Codes** means any codes and standards applying to the supply of gas under the Contract including the Customer Service Code, the Gas Marketing Code of Conduct, and the Australian Standard on Complaints Handling AS 10002:2022.



**Relevant Regulations** means any laws and regulations applying to the supply of gas under the Contract, including the *Energy Coordination Act 1994 (WA)*, the *Energy Coordination (Customer Contracts) Regulations 2004 (WA)*, the Gas Tariffs Regulations, and the Australian Consumer Law.

**Reminder Notice** means a notice given by Us in accordance with the Customer Service Code advising You that payment is overdue and that payment is required to be made by the date specified in the notice.

**Residential Price** means the Price payable for a Supply Address which is a residential dwelling (including a house, flat, home unit or other place of residence) or if the Supply Address is not a residential dwelling but the gas supplied is separately metered, and the gas supplied is solely for residential use.

**Retail Market Rules** has the same meaning as given in section 11ZOA of the *Energy Coordination Act 1994 (WA)*.

**Security Deposit** means an amount of money provided as security against You defaulting on a payment due to Us under the Contract.

**Supply Address** means the address to which gas will be supplied under the Contract.

**Suspension Period** has the meaning given in clause 21.

**Trading Licence** means Our Trading Licence under the *Energy Coordination Act 1994 (WA)*.

**Unit** is the measure of the amount of energy in gas, with one Unit equaling 3.6 megajoules which is the same as 1 kilowatt-hour of electricity.

**Unsolicited Consumer Agreement** means an unsolicited consumer agreement as defined in section 69 of the Australian Consumer Law.

**Verifiable Consent** has the meaning in the Customer Service Code.

**Vulnerable Customer** means a Designated Person:

- (a) who has advised Us that they are affected by Family Violence; or
- (b) who We have reason to believe is affected by Family Violence.

**Your Equipment** means all facilities and equipment used to transmit or use gas after the point where gas is transferred to You from the Meter.

## 2. This Standard Form Contract

This is a Standard Form Contract for the sale of gas and other services at the Supply Address by Us to You.

## 3. Gas and Services provided by Us

Under this Contract, We will:

- (a) arrange for connection of the Supply Address to the Network;
- (b) supply gas to the Supply Address at the Delivery Point;
- (c) arrange for the provision and maintenance of the Meter Equipment; and
- (d) provide or arrange the associated services set out in this Contract from time to time, including testing of the Meter Equipment in accordance with the requirements of law, disconnection and reconnection.

These services will be provided to You on the terms and conditions provided in this Contract and We will comply with the Relevant Regulations (including the standards of services set out in Part 5 of the *Energy Coordination (Customer Contracts) Regulations 2004 WA*) and the Relevant Codes. However, We do not guarantee that gas will be supplied to You without interruption.

## 4. Price and Fees

You must pay Us:

- (a) the Price for all gas supplied to the Supply Address; and
- (b) all Fees payable for all other services provided by Us under this Contract.

We will Publish the Price. A list of the Prices and Fees is set out on Our website at [www.kleenheat.com.au](http://www.kleenheat.com.au). If requested by You, We will send You a copy of Our Prices and Fees.

### 4.1 Price

The two types of Price that are applicable to this Contract are:

- (a) Residential Price; and
- (b) Non-residential Price.



Unless We otherwise agree with You a different structure of the Price and how that Price is to be determined (and that is set out in this Contract), a Price includes a fixed component and a usage component relating to the quantity of gas consumed by You. The fixed component and the usage component will be listed separately when a Price is Published and may be treated separately when We determine any discount applicable to a Price.

The Price will not exceed the maximum Price permitted by the Gas Tariffs Regulations, where applicable.

Unless You qualify to pay the Residential Price, You must pay the Non-residential Price.

If You are paying a Residential Price, You must not use gas for any non-residential purpose without giving Us reasonable notice. We can apply the Non-residential Price to You from the time that gas was used for a non-residential purpose and can back-date the Non-residential Price up to a maximum of 12 months.

A Non-residential Price will be payable for a Supply Address if the gas is used for commercial or business purposes.

## 4.2 Fees

Fees can be charged for the following, in addition to the Price:

- (a) account application;
- (b) overdue notices [see clause 7.3];
- (c) disconnecting the supply of gas to the Supply Address in certain circumstances [see clause 23];
- (d) reconnecting the supply of gas to the Supply Address in certain circumstances [see clause 24];
- (e) removing or disconnecting the Meter [see clause 23.10];
- (f) replacing or reconnecting the Meter [see clause 24.3];
- (g) reads outside of the normal schedule or for a final Meter reading [see clause 20.3];
- (h) Meter testing and checking the accuracy of Your consumption at the Supply Address [see clause 16]; and
- (i) various other non-standard connection costs.

This is not an exhaustive list of Our Fees and other Fees may apply. A full list of Fees is available on Our website.

## 4.3 Changing the Price and the Fees

We can change the Price or any Fee, and add new Fees or remove Fees from time to time, in accordance with the Gas Tariffs Regulations.

We will Publish any variation to the Price or any Fees payable by You. If You are affected by the variation, We will give You notice as soon as practicable and, in any event, no later than the next Bill in Your Billing Period if the variation is to a Price which is set by the State Government, or by reference to a Price which is set by the State Government, or to a Fee which the Network Operator charges to Us which We pass onto You.

Otherwise, unless we are not required to do so by the Customer Service Code, We will give You notice of a variation at least 5 Business Days before the variation comes into effect.

If You are no longer eligible for the relevant Price payable by You, We will give You notice before changing the Price payable by You.

## 5. Benefit changes

Where there is a change to or expiry of a benefit (such as a discount) provided to You under this Contract before the date on which this Contract ends or is terminated:

- (a) We will inform You not more than 40 Business Days and not less than 20 Business Days before the date of the Benefit Change of:
  - (i) the Benefit Change; and
  - (ii) Your options for supply after the date of the Benefit Change; and
- (b) We will inform You of the matters in clause 5(a) by providing written notice to You, using the contact information We have for You by the usual method You receive Bills from Us.

## 6. GST

You must pay any goods and services tax payable on any supply made under this Contract.

## 7. Bills

### 7.1 Billing

We will issue a Bill at least once every 105 days to You except where permitted by the Customer Service Code or You have given Verifiable Consent to a different Billing Period if permitted by the Customer Service Code. We will issue Bills to the address You nominate, which may be an email address. Such Bills will include the information required by the Customer Service Code and include the following information:

- (a) Your Supply Address, name and account number;
- (b) 24 hour contact telephone number for faults and emergencies;
- (c) telephone number for Billing and payment enquiries;
- (d) due date for the Bill;
- (e) dates of the Meter reading or estimates at the end of the Billing Period;
- (f) current Meter reading or estimate at the start and end of the Billing Period;
- (g) number of energy units (e.g. Unit or gigajoules) of gas used or estimated to be used during the Billing Period;
- (h) Price or Prices (including separate itemisation of the fixed and usage components, where applicable) which apply to the supply of gas to You;
- (i) the Meter Equipment number or property number;
- (j) amount due;
- (k) GST component payable on the supply of gas to You;
- (l) any other Fees in connection with the supply of gas for the Billing Period and details of the service(s) provided, such as a reconnection Fee or a Fee for services provided (either at the request of You or due to a failure by You to perform an obligation under the Contract or Customer Service Code);
- (m) amount of arrears or credit;
- (n) Interest Rate charged on any arrears;
- (o) the payment methods available to You as set out in clause 11;
- (p) if You are paying the Residential Price, reference to any concessions available to You from Us or concessions available from the Government;
- (q) availability, upon payment of a charge, of Meter Equipment testing and the refund of the testing charge if the Meter Equipment is found to be inaccurate;
- (r) a telephone number for You to call Us if You are experiencing problems paying the Bill; and
- (s) any other information required by the Customer Service Code or We deem relevant.

The due date by which a Bill must be paid will not be earlier than 12 Business Days from the Bill issue date. If You do not pay the full amount of the Bill by the due date, and subject to this Contract and the Relevant Regulations and Relevant Codes, we may charge you a late payment fee and interest on the overdue amounts.

## 7.2 Other Goods and Services

If We provide goods or services in addition to those listed in clause 3, We may Bill those goods or services separately. If We choose not to Bill separately, unless We and You have agreed to different terms and conditions, We shall:

- (a) include the charges for such goods and services as separate items in the Bills, together with a description of those goods and services;
- (b) apply payments received from You as directed by You; and
- (c) if You do not direct how the payment is to be allocated, We shall apply it:
  - (i) unless clause 7.2(c)(ii) applies, to the charges referred to in clauses 4.1 and 4.2 before applying it to any portion of the additional cost of such goods or services referred to in clause 7.2(a); or
  - (ii) if such goods or services include electricity, to the charges referred to in clauses 4.1 and 4.2 and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.

## 7.3 Failure to Pay

If You fail to pay the total amount of a Bill by the due date, We will be entitled to:

- (a) charge interest on the amount that has not been paid, at the Interest Rate;
- (b) disconnect supply in accordance with clause 23 and charge a Fee for the disconnection;
- (c) charge You a Fee for each overdue notice sent to You unless prohibited by the Customer Service Code; and
- (d) charge a Fee for the reconnection of the supply of gas to the Supply Address if the supply of gas to You is disconnected due to Your default, that default is subsequently remedied by You and You request reconnection.

We may also shorten Your billing cycle if We have given you a Reminder Notice for 3 consecutive Bills and We comply with the procedure in the Customer Service Code unless We consider You are experiencing Financial Hardship.



## 7.4 Reviewing Your Bill

- (a) If You dispute an amount under Your Bill and You ask Us to review the Bill, then We will review it.
- (b) In the meantime, You must pay to Us an amount equal to the lesser of:
  - (i) the balance of the Bill that is not being disputed; or
  - (ii) an amount equal to the average amount of Your Bills over the previous 12 months (excluding the Bill that You are querying).
- (c) We will notify You of the outcome of a review of Your Bill as soon as practicable after it is completed and in accordance with the Customer Service Code. If You have any other Bills that are due, then You must also pay those Bills by the due dates.

## 7.5 Overcharging and Undercharging

- (a) If We overcharge You as a result of an error, defect or default for which We or the Network Operator are responsible (including where a Meter has been found to be defective) or otherwise as a result of basing a bill on estimated energy data then:
  - (i) If the amount overcharged is less than \$100, we will credit the amount to your next bill; or
  - (ii) If the amount overcharged is \$100 or more, We will use Our best endeavours to notify You within 10 Business Days after discovering the overcharging, and:
    - (A) if You owe Us a debt, after providing notice to You, We may use the correcting refund owed to You reflecting the overcharged amount to set off the debt You owe Us provided We do not consider You are experiencing Financial Hardship; and
    - (B) if after any set off in accordance with clause 7.5(a)(ii)(A), there remains an amount of the correcting refund of \$100 or more, We will ask You for instructions as to whether the remaining amount of the correcting refund is applied as a credit to the account or a payment directly to You. If You do not provide instructions within 5 Business Days or the remaining amount of a correcting refund is less than \$100, We will use reasonable endeavours to credit the remaining amount to Your next Bill.
- (b) If We undercharge You, other than as a result of You denying access, or failing to provide safe access, to the Meter at the Supply Address for more than 12 months, then You will be required to make a correcting payment of the undercharged amount and:
  - (i) the correcting payment will only relate to errors in the 12 months prior to the date on which We notified You that the undercharging had occurred;
  - (ii) We will notify You of the amount of the correcting payment together with an explanation of the basis of which that amount was calculated; and
  - (iii) We will not charge interest or a late payment fee on the correcting payment unless permitted under the Customer Service Code.
- (c) If We undercharge You as a result of You denying access, or failing to provide safe access, to the Meter at the Supply Address for more than 12 months, We will notify You of the undercharged amount no later than Your next Bill and You are required to make the correcting payment of the undercharged amount (including any interest and other Fees that We are entitled to recover).
- (d) If you are paying the Residential Price, You can choose to pay a correcting payment payable under clause 7.5(b) by means of a Payment Plan without interest in accordance with the Customer Service Code.
- (e) If Your account is in credit when We issue You a final Bill, unless You owe a debt to Us, We will:
  - (i) ask You for instructions as to whether the credit should be transferred to another account You have or will have with Us, or a bank account that You nominate; and
  - (ii) transfer the amount of credit in accordance with your instructions within 12 Business Days and in accordance with the Customer Service Code.
- (f) If Your account is in credit when We issue You a final Bill and You owe a debt to Us, We may after giving notice to You, use the credit to set off the debt You owe Us.

## 7.6 Difficulties in Paying – if You are paying the Residential Price

If You are paying the Residential Price and You are experiencing difficulties in paying a Bill or You require payment assistance, We encourage You to let Us know as soon as possible. Please give Us as much information as You can about why You are having difficulties or require assistance. We will, within 5 Business Days, assess whether You are experiencing Financial Hardship and on request We must advise You of the outcome and reasons for the outcome of the assessment. When making an assessment under this clause We must give reasonable consideration to information You give Us and any information requested or held by Us, or advice given by a relevant consumer representative. We may refer You to a relevant consumer representative organisation to make an assessment and adopt that assessment as our own.



If You are assessed by Us as experiencing Financial Hardship, We will offer You a Payment Plan and additional time to pay the Bill and advise you of the right to have a Bill redirected to a different address (including an email address) at no charge, payment methods available, information about concessions that may be available and how to access them, different tariffs that may be available, information on independent financial counselling services and relevant consumer representatives available to assist You plus the availability of any other financial assistance offered by Us (including how to access them).

Our Financial Hardship Policy is available on Our website.

If You are not assessed by Us as experiencing Financial Hardship, We will offer You a choice of a Payment Plan or additional time to pay for that Bill.

### **7.7 Difficulties in Paying – if You are paying the Non-residential Price**

If You are paying the Non-residential Price and notify Us that You are experiencing difficulties in paying a Bill or You require payment assistance, We will give reasonable consideration to any request for alternative payment arrangements which give You additional time to pay the Bill or amounts owing to Us.

### **7.8 Debt Collection**

Subject to any rights under the Customer Service Code, if You fail to pay the total amount of a Bill by the due date specified in that Bill, or fail to adhere to a Payment Plan or other payment arrangement agreed with Us, We reserve the right to refer the Bill to a debt collection agency or solicitor for recovery.

We will not commence proceedings for recovery of a debt if You have informed Us that You are experiencing payment problems and We have not complied with Our obligations under the Customer Service Code and this Contract to assess whether You are experiencing Financial Hardship. If You are assessed by Us as experiencing Financial Hardship there are additional restrictions on Us for commencing proceedings for the recovery of a debt from You.

If We are permitted to commence debt recovery proceedings of a debt against You, all reasonable costs, expenses and disbursements incurred by Us (including debt collection agency fees and legal costs) will be payable by You on demand.

### **7.9 Historical Billing Data**

If You request and the data is available, We will provide to You, free of charge, Your historical billing data for the previous 2 years. Where You request historical billing data beyond the previous 2 years, We may impose a reasonable charge for providing the data to recover the direct costs of providing the information.

## **8. Basis of a Bill**

### **8.1 Reading of Meter Equipment**

We shall:

- (a) base Your Bill on energy data provided by the Meter Equipment at the Supply Address provided by the Network Operator or Metering Agent; and
- (b) use Our best endeavours to ensure that a reading of the Meter Equipment at the Supply Address is obtained as frequently as required to meet Our obligations under the Customer Service Code and, in any event, will require the Network Operator to provide energy data from an actual reading of the Meter Equipment at least once in any 12 months or otherwise in accordance with the Retail Market Rules for the distribution system concerned.

We may accept energy data You provide from Your reading of the Meter Equipment at Our discretion.

## **9. Estimated Accounts**

Where We are unable to base a Bill on energy data from a reading of the Meter at the Supply Address because:

- (a) access is denied as a result of action by You, a third party, weather conditions, an industrial dispute or other reasons beyond Our control;
- (b) You request a final Bill and we have used Our best endeavours to obtain the energy data;
- (c) access to the Supply Address is denied for safety reasons;
- (d) the Meter or ancillary Network Equipment has recorded usage incorrectly; or
- (e) the Meter has been tampered with or bypassed,

We may provide You with an estimated Bill based on:

- (f) Your reading of the Meter;
- (g) Your prior billing history; or
- (h) where You do not have a prior billing history, the average usage of gas at the relevant Price, the average usage for the type of gas installation or customer or the average usage at the Supply Address.

Where, because of circumstances referred to in clauses 9(a)-9(e), We have provided You with an estimated Bill and the Meter is subsequently read or energy data subsequently becomes available, We shall include an adjustment on the next Bill in accordance with the Meter reading unless the estimated Bill was used to finalise Your account. If We have provided You with an estimated Bill You may request the basis and reason for the estimation. We will tell You this information within 5 Business Days of Your request or, if We need information from the Network Operator to answer Your request, within 5 Business Days of receiving information from the Network Operator.

You may request verification of the energy data used to prepare Your Bill or request the Meter is read where We have provided you with an estimated Bill.

Where We have provided You with an estimated Bill because access to the Supply Address has been denied by You and You subsequently request Us to replace the estimated Bill with a Bill based on the actual energy data for the Supply Address then, provided You allow safe access to the Meter at the Supply Address, We will use best endeavours to replace the estimated Bill with a Bill based on the actual value and may impose a reasonable charge for doing so.

## 10. Calculation of Consumption

We may charge gas consumption by the measurement of volume (cubic meters) and applying the heating value (the amount of energy in a given volume of gas) to represent the Bill in Units (e.g. Units or gigajoules).

We may also calculate consumption through the measurement of gas from a master Meter and utilise other measurement devices to calculate Bills for individual usage of a product (where required).

## 11. Methods of Payment

Unless otherwise permitted by this Contract or agreed by Us, You must pay to Us the full amount of the Bill by the due date. The Bill will show a summary of the options available for payment. Payment options include:

- (a) paying in person at an Australia Post outlet;
- (b) paying by post;
- (c) paying by telephone;
- (d) paying by electronic funds transfer; or
- (e) paying by Centrepay (if You are paying the Residential Price).

We will, in accordance with the Customer Service Code, also offer payment in advance facilities and redirection of Your Bill at no charge as requested by You.

If You are paying the Residential Price, We also offer additional time to pay and a Payment Plan for the amount owing, in accordance with the Customer Service Code.

We will not offer a Payment Plan if You have, in the previous 12 months, had 2 Payment Plans cancelled due to non-payment. In that case, We will only offer another Payment Plan if You provide reasonable assurance to Us that You will comply with the Payment Plan.

If You request, We will review a Payment Plan in accordance with the Customer Service Code.

## 12. Security Deposit

### 12.1 Security Deposit may be required

If You are not eligible to pay the Residential Price if required by Us You must provide Us with permission to investigate Your credit history and any information You hold in relation to Your credit history. A Security Deposit may only be required where You are not eligible to pay the Residential Price. If so, a Security Deposit may be required against future Bills before connection if You are a new customer, or continuation of supply if You are an existing customer. A Security Deposit may only be required when:

- (a) You owe Us an amount in relation to the supply of gas at any Supply Address under this Contract or any other current or previous Contract unless You have disputed the Bill and the Bill is still subject to either a review by Us or a complaint to the Energy Ombudsman; or
- (b) within 2 years before entering into this Contract, You have either fraudulently obtained gas, or consumed gas intentionally and unlawfully; or
- (c) We reasonably decide You have an unsatisfactory credit history or unsatisfactory history related to paying for gas.

We will inform You and provide reasons for Our decision if We reasonably decide You have an unsatisfactory credit history or unsatisfactory history relating to paying for gas under clause 12.1(c). We will also advise You of Our complaints handling process and the Energy Ombudsman scheme.



## 12.2 Details of Security Deposit

This clause 12.2 applies if a Security Deposit is required under this Contract in accordance with this clause 12.

- (a) The amount of the Security Deposit shall be no greater than 37.5% of Your estimated Bills over a 12 month period based on Your historical billing data or the average consumption of gas by a comparable customer over a comparable 12 month period.
- (b) The Security Deposit will be kept in a separate trust account and separately identified in Our accounting records. We will pay You Interest on the Security Deposit at the Bank Bill Swap Rate, accrued daily and capitalised every 90 days unless paid. We will advise You of the Bank Bill Swap Rate on request.
- (c) We will only use the Security Deposit (plus any applicable accrued interest) to offset, in full or partially, any amount owed to Us:
  - (i) if the Bill has not been paid resulting in gas being disconnected at Your Supply Address and You no longer have any right to reconnection under this Contract; or
  - (ii) if a final Bill issued under this Contract is not paid.
- (d) Where We use the Security Deposit in accordance with this clause 12, We will provide You with a written statement of how it was used and repay the balance (if any) and remaining interest (if any) to You within 10 Business Days.
- (e) Where You have provided a Security Deposit in accordance with this clause 12, then subject to clause 12.2(c), We will return the balance of any Security Deposit and any accrued interest payable to You within 10 Business Days after:
  - (i) You have completed 2 years of payment of Bills by the due date of the initial Bill; or
  - (ii) You have left the Supply Address; or
  - (iii) We have disconnected supply at the Supply Address at Your request; or
  - (iv) You have transferred to another retailer.
- (f) We will return the balance of any Security Deposit and any accrued interest payable to You in accordance with any reasonable instruction. If We do not receive reasonable instruction from You, We will credit the relevant amount to Your account or Your final Bill as applicable.

## 13. Network Equipment

### 13.1 Network Equipment

The Network Operator will provide, install and maintain Network Equipment for the supply of gas up to the point of supply, Meter Equipment and necessary ancillary equipment at the Supply Address.

Ownership of the Meter Equipment will not pass to You. All equipment located after (downstream of) the point where gas leaves the Meter Equipment at the Supply Address that is used to transport, control or consume gas is Your Equipment (except any Network Equipment).

You must:

- (a) keep Your Equipment in good working order and good condition;
- (b) not let anyone other than a person who is permitted to perform gasfitting work under the *Gas Standards (Gasfitting and Consumer Gas Installations Regulations) 1999 (WA)* work on Your Equipment;
- (c) not damage or interfere with Network Equipment; and
- (d) not use gas in a way that interferes with Network Equipment, with the supply of gas to anyone else, or in a way that causes loss to anyone else.

### 13.2 Interference

You must not, and must not allow any other person to, tamper with, adjust, disconnect, by-pass, interfere with or otherwise damage or render inoperable or inaccurate the Network Equipment or Meter Equipment or take or attempt to take gas before it reaches the Meter Equipment.

You must immediately notify Us after becoming aware of any circumstances which might reasonably be expected to affect the accuracy of the Meter Equipment. You must not turn gas on at the Meter Equipment, without Our permission, if the gas has been turned off by Us or the Network Operator.

## 14. Connections

### 14.1 Existing Connections

We will use Our best endeavours to arrange to connect You at a Supply Address previously supplied by Us, if:

- (a) there is adequate supply available;
- (b) the gas installation at the Supply Address complies with regulatory requirements; and
- (c) the Meter Equipment at the Supply Address is available for use by Us.

If these conditions are met, We will arrange connection for You and supply gas to You if:

- (d) You make an application (in person, by telephone or in writing) and provide Acceptable Identification as required by Us;
- (e) You agree to pay Us all relevant Fees and charges;
- (f) You provide contact details for billing purposes;
- (g) where the request is made for a rental property, You provide contact details for the property owner or the owner's agents to verify a rental agreement is in place, if required by Us;
- (h) where required by Us, You satisfy Us that necessary safe, convenient and unhindered access to the Supply Address, the Meter Equipment and the gas installation is available;
- (i) where required by Us, You provide Us with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- (j) if permitted and where required by Us, You have provided a Security Deposit in accordance with clause 12; and
- (k) You do not have an outstanding debt in relation to the gas supplied by Us to You other than a debt the subject of a dispute, or for which repayment arrangements have been made.

## 14.2 New Connections

If there is not an existing connection, subject to adequate supply being available at the Supply Address and the gas installation at the Supply Address complying with regulatory requirements, We or the Network Operator shall use Our best endeavours to make supply available at a new Supply Address on the date agreed with You or, where no date is agreed with You, We shall arrange for the Network Operator to connect the new Supply Address within 20 Business Days from the date of the application.

We will only be obliged to connect You and supply gas to You if:

- (a) You make an application (in person, by telephone or in writing) and provide Acceptable Identification as required by Us;
- (b) where required by Us, You ensure that the notices of installation or completion of gas installation work from a gas installer are provided to Us;
- (c) where required by Us, You satisfy Us that necessary, safe, convenient and unhindered access to the Supply Address, the Meter Equipment and the gas installation is available;
- (d) where the request is made for a rental property, You provide contact details for the property owner or the owner's agents, if required by Us;
- (e) where required by Us, You have provided Us with estimated gas load information for Your proposed use at the Supply Address;
- (f) You have agreed to pay Us all relevant Fees and charges including any applicable connection costs;
- (g) You have provided contact details for billing purposes;
- (h) if permitted and where required by Us, You have provided a Security Deposit in accordance with clause 12; and
- (i) You do not have an outstanding debt in relation to the gas supplied by Us to You other than a debt the subject of a dispute, or for which repayment arrangements have been made.

We will forward Your application to the Network Operator for the purpose of arranging for the connection of Your Supply Address that same day, if the application is received before 3pm on a Business Day, or the next Business Day, if the application is received after 3pm or on a Saturday, Sunday or a Public Holiday in Western Australia.

## 15. Meter Reading

Subject to there being any proven inaccuracy in the Meter Equipment or energy data for the Supply Address, You acknowledge and agree that the energy data from the Meter at the Supply Address is conclusive evidence of the volume and time that You used gas during the Billing Period.

## 16. Meter Testing

You may request the Meter Equipment be tested or energy data for the Supply Address is checked to establish whether there is any inaccuracy in the Meter Equipment or energy data. If the Meter is found to be inaccurate, We will:

- (a) arrange for the Network Operator to replace the Meter;
- (b) adjust Your account for the amount of any undercharge or overcharge for the Billing Period in which the inaccuracy was proven, calculated in accordance with clause 7.5 of this Contract; and
- (c) not charge You for testing the Meter Equipment.

If the Meter Equipment or energy data is not found to be inaccurate, or the inaccuracy is a result of You interfering with or damaging the Meter or energy data, You must pay a Fee, as published on Our website.





## 17. Access

### 17.1 Access to Supply Address

You must provide safe and unrestricted access at the Supply Address to:

- (a) read the Meter;
- (b) inspect, install, operate, maintain, renew and replace any Network Equipment;
- (c) disconnect Your gas supply if We or the Network Operator are entitled to under this Contract or the Relevant Regulations or Relevant Codes;
- (d) inspect Your gas installation (although We are under no obligation to do so); or
- (e) at any reasonable time, for any reasons having to do with this Contract or for the purposes of inspection authorised by law.

### 17.2 Obligations of Us and the Network Operator

#### (a) Notice

We or the Network Operator must give notice of the intention to enter the Supply Address, except in the case of an Emergency, suspected illegal use, routine Meter reading or replacement of Meter Equipment, or You consenting. The period will be any period required by law otherwise we will use reasonable endeavours to provide a reasonable notice period.

#### (b) Representatives

A representative of either Us or the Network Operator seeking access to the Supply Address must wear in a visible manner and in accordance with Our or the Network Operator's requirements, official identification or carry such identification and show it to You at the Supply Address if You request.

#### (c) You deny access

If You do not provide access as required under this clause 17, We will not be liable to You for any loss or damage suffered by You as a result of You not providing safe and unrestricted access at the Supply Address and We may, in addition to any other rights, suspend the supply of gas to You, in accordance with clause 23.

## 18. You must notify Us of certain matters

You must promptly notify Us of:

- (a) any change in the identity of the person responsible for paying Bills;
- (b) any change in Your contact details, email address or postal address nominated by You;
- (c) any change in Your use of gas or the purpose of the use of gas; and
- (d) any fault, gas leak or other problem with the Meter Equipment or Network Equipment.

## 19. Entering the Supply Address

In relation to a new gas connection, You will be charged for gas supplied at the Supply Address from the date and time that We first commence gas supply to the Supply Address. In relation to an existing gas connection, if a final Meter reading has not been carried out on the day the previous customer left the Supply Address, We will estimate Your gas usage and the previous customer's gas usage and will endeavour to fairly share the charges between You and the previous customer.

## 20. Leaving the Supply Address

### 20.1 Notice

You must notify Us before You leave the Supply Address. You must give Us at least 5 days' notice of the date on which You intend to vacate the Supply Address and You must provide a forwarding address to which a final Bill may be sent.

### 20.2 Responsibility for gas

- (a) Where You have given notice of vacating the Supply Address in accordance with clause 20.1, You will be responsible for paying for the gas supplied to the Supply Address and otherwise remain responsible to Us in respect of the supply to the date notified unless You can demonstrate to Us that You were required to vacate the Supply Address earlier.
- (b) If You do not give notice in accordance with clause 20.1 We may require You to remain responsible for paying for the gas supplied to the Supply Address and otherwise remain responsible to Us in respect of the supply up until the earlier of:
  - (i) 5 days after notice is given;
  - (ii) We become aware that You have vacated the Supply Address and We have ceased supply of gas to the Supply Address;
  - (iii) a new customer commences to take supply at the Supply Address;
  - (iv) a new retailer becomes responsible for the supply of gas to the Supply Address; or
  - (v) if You reasonably demonstrate that You were evicted or otherwise required to vacate the Supply Address, the date that You provide notice that You were required to vacate the Supply Address.

## 20.3 Final Charges

The final charge payable by You will be determined according to a final reading of the Meter Equipment. If a final reading is not performed on the day You leave the Supply Address, We will estimate Your gas usage and the new customer's gas usage and endeavour to fairly share the charge between You and the new customer. We may charge a Fee for a final reading of the Meter Equipment.

## 21. Matters beyond Our control

If a Matter Beyond Our Control prevents or renders Us unable to supply You with gas or comply with any other obligation under this Contract, that obligation will be suspended for as long as We are prevented from performing Our obligations under this Contract (**Suspension Period**). Without limiting Our other rights under this Contract, during the Suspension Period We will not be liable to You for any loss or damage suffered by You as a result of Our inability to supply. The Suspension Period will end when the cause of Our inability to supply is rectified or the cause becomes within Our reasonable control. Upon the cessation of the Suspension Period, We will, as soon as is reasonable, resume supply under this Contract.

You must continue to pay Your Bills as this Contract requires during any Suspension Period. If You don't, We will be entitled to do any of the things outlined in clauses 7.3 and 7.8 of this Contract and, if permitted, terminate this Contract.

## 22. Matters beyond Your control

If a Matter Beyond Your Control occurs, other than a failure to pay a Bill by the due date, which causes You to be unable to comply with this Contract, You must notify Us immediately and We will excuse that non-compliance for as long as the Matter Beyond Your Control continues to prevent compliance by You. You will not be liable to Us for any loss or damage suffered by Us as a result of Your non-compliance for as long as the Matter Beyond Your Control continues to prevent compliance by You. However, You must still pay Your Bill by the due date shown on the Bill, even if some matter were to happen outside Your reasonable control.

## 23. Disconnection of Supply

Supply of gas to the Supply Address may be discontinued or disconnected as follows:

### 23.1 Disconnection at Your Request

You may request Us to procure the disconnection of the Supply Address by giving not less than 5 days prior written notice to Us. We will use Our best endeavours to disconnect supply and finalise Your accounts in accordance with Your request.

### 23.2 Disconnection for Unpaid Bills

#### (a) Notice

Before disconnecting supply for non-payment of a Bill, We must:

- (i) give You a Reminder Notice no earlier than 14 Business Days after the date the Bill was issued;
- (ii) use best endeavours to contact You to advise of the proposed disconnection; and
- (iii) if payment is not made on or before the date specified in the Reminder Notice, give You a Disconnection Warning no earlier than 22 Business Days after the date the Bill was issued.

#### (b) Circumstances in which We may disconnect

Subject to this clause 23, We may disconnect supply to the Supply Address or may notify the Network Operator that We no longer supply gas to You at the Supply Address for non-payment of a Bill if You have not:

- (i) paid a Bill in full;
- (ii) agreed to an offer of a Payment Plan or other payment option to pay; or
- (iii) adhered to Your obligations to make payments in accordance with an agreed Payment Plan relating to the Price or other Fee incurred at the current Supply Address or any previous Supply Address.

When We notify the Network Operator that We no longer supply gas to You at the Supply Address, the Network Operator may disconnect the Supply Address without further notice to You.

### 23.3 Disconnection for Denying Access to the Meter Equipment

Where:

- (a) You fail to provide access to the Supply Address for the purpose of testing, maintaining, inspecting, altering, or replacing the Meter or checking the accuracy of Your consumption at the Supply Address; or
- (b) We or the Network Operator are denied access to the Supply Address for the purposes of reading the Meter Equipment for at least the time period that is required to issue 3 consecutive Bills,

We may disconnect gas supply to the Supply Address or may notify the Network Operator that We no longer supply gas to You at the Supply Address.

However, We will not disconnect or notify the Network Operator unless:

- (c) We have or We have arranged for the Network Operator to have at least once, given You 5 Business Days' written notice in accordance with the Customer Service Code and advising of a date or timeframe during which You are required to provide safe access to the Supply Address to gain access to the Meter and advising of Our ability to arrange for disconnection if You fail to provide access;
- (d) You fail to provide safe access in accordance with that notice or provide alternative access arrangements within a reasonable time;
- (e) We have used Our best endeavours to contact You; and
- (f) We have given You at least 5 Business Days' notice of Our intention to disconnect or cease supplying gas to You in a written Disconnection Warning notice. The 5 Business Days is counted from the Date of Receipt of the Disconnection Warning notice.

#### 23.4 Disconnection for Emergencies

We or the Network Operator may disconnect or interrupt supply to the Supply Address in the case of an Emergency or where the Network is undergoing maintenance. Where supply is disconnected in the case of an Emergency, the Network Operator shall:

- (a) provide, by way of its 24 hour emergency line, information on the nature of the Emergency and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to reconnect or secure reconnection at the Supply Address as soon as possible.

#### 23.5 Disconnection for Your Unauthorised Use of Gas

We or the Network Operator may disconnect supply to the Supply Address immediately where You have obtained the supply of gas at the Supply Address otherwise than in accordance with the Customer Service Code, the Contract or in breach of any law. This includes, for example, if You commit a fraud relating to Our supply of gas to You at the Supply Address, or if You get gas supplied to the Supply Address illegally.

#### 23.6 Disconnection for Refusal to Pay a Security Deposit

We may disconnect supply to the Supply Address or notify the Network Operator that We no longer supply gas to You at the Supply Address, where You refuse to pay, in whole or in part, a Security Deposit required under this Contract.

We will not exercise Our right to disconnect or notify the Network Operator that We no longer supply gas to You at the Supply Address, for failure to pay a Security Deposit, unless We have given You not less than 5 Business Days written notice of Our intention to disconnect (the 5 Business Days shall be counted from the Date of Receipt of the notice).

#### 23.7 When We will not Disconnect

Other than in the case of an Emergency, where there is a health or safety reason warranting disconnection, where gas has been consumed at the Supply Address illegally or where You request to be disconnected, We will not disconnect supply to the Supply Address or notify the Network Operator that We no longer supply gas to You at the Supply Address:

- (a) where You have made a complaint, directly related to the reason for the proposed disconnection, to Us that has not been resolved, or we are notified by the Energy Ombudsman or an external dispute resolution body that such a complaint remains unresolved;
- (b) within a period of 9 months from when We become aware a Designated Person is a Vulnerable Customer unless permitted by the Customer Service Code;
- (c) where You are adhering to Your obligations to make payments in accordance with an agreed Payment Plan or other payment arrangement relating to payment of the Bill;
- (d) if You are paying the Residential Price and the amount You owe Us is less than \$300 and you contact Us and agree to pay the amount owed;
- (e) within one Business Day after the expiry of the period referred to in the Disconnection Warning;
- (f) where You have made an application for a concession and the application has not been decided;
- (g) where You have failed to pay an amount on a Bill which does not relate to the gas supply but relates to some other goods and/or services;
- (h) where You have been assessed as experiencing Financial Hardship and We have not provided You with information on the types of concessions that are available to You;
- (i) after 3pm on Monday to Thursday or on a Friday, Saturday, Sunday, a Public Holiday or on the day before a Public Holiday (except where You request, in the case of a planned interruption, where gas has been illegally consumed or there is an Emergency); or
- (j) except in circumstances where disconnection is required under the *Gas Standards Act 1972 (WA)*, if You have provided Us with a written statement from a Medical Practitioner to the effect that supply is necessary in order to protect the health of a person who lives at the Supply Address and You have entered into arrangements acceptable to Us in relation to the payment of gas supplied.



## 23.8 Your Assistance

You must assist Us to disconnect supply and give Us and the Network Operator permission to enter the Supply Address to remove any property specified under this Contract which belongs to Us or the Network Operator. You must pay all reasonable costs associated with the disconnection of the supply of gas to You, regardless of whether the election was by You or Us unless the disconnection was as a result of an Emergency or planned maintenance, where there is a health or safety reason warranting disconnection (unless caused by You) or We are otherwise prohibited from charging You those costs.

## 23.9 Disconnection by Law

Where We are required by law to reduce supply to a customer, You must use less gas. If We are required by law to disconnect gas supply to the Supply Address, You must stop using gas. There is no Fee for disconnection and reconnection of gas supply in either of those cases.

## 23.10 Fees

Where You are disconnected under this Contract, We or the Network Operator may remove or physically disconnect the Meter. We may charge a Fee for this but will not charge a Fee where it was a result of an Emergency or planned maintenance, where there is a health or safety reason (unless caused by You) or We are otherwise prohibited from charging You a Fee.

## 24. Reconnection after Disconnection

### 24.1 Reconnection Circumstances

We will, subject to the provisions of any law, arrange for the reconnection of supply of gas to the Supply Address at Your request if:

- (a) within 10 Business Days after disconnection for non-payment of a Bill, You pay the overdue amount or make an arrangement for its payment;
- (b) within 10 Business Days after disconnection for denial of access to the Meter Equipment, You provide access to the Meter Equipment;
- (c) within 10 Business Days after disconnection for unlawful consumption of gas, You pay for the gas consumed;
- (d) within 10 Business Days after disconnection for refusal to pay a Security Deposit, You pay the Security Deposit; or
- (e) within 20 Business Days after disconnection in any Emergency for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified,

and You pay any applicable reconnection Fee. We will not charge a Fee where the disconnection occurred as a result of an Emergency or planned maintenance or where there is a health or safety reason (unless caused by You).

### 24.2 Timing

If We are under an obligation to arrange for reconnection and You make a request for reconnection and, if requested by Us, pay Our reconnection Fee (or enter into a Payment Plan for that reconnection Fee):

- (a) before 3pm on a Business Day, We will forward the reconnection request to the Network Operator on the day of the request;
- (b) after 3pm on a Business Day, We will forward the reconnection request to the Network Operator as soon as possible on the next Business Day; or
- (c) after 3pm on a Business Day and before the close of normal business and pay Our after-hours reconnection charge, We will forward the reconnection request to the Network Operator on the day of the request.

### 24.3 Fees

If the Meter has been removed or physically disconnected due to Your disconnection, We may charge a Fee for replacing or physically reconnecting the Meter but will not charge a Fee where the disconnection occurred as a result of an Emergency or planned maintenance or where there is a health or safety reason (unless caused by You).

## 25. Termination

### 25.1 Disconnection at Your Request

This Contract is terminated if We procure the disconnection of the Supply Address at Your request (other than an agreed temporary disconnection) or You leave the Supply Address.

### 25.2 Termination by Notice

You may terminate this Contract by giving Us at least 3 Business Days' notice.

### 25.3 Our Termination Rights

Without prejudice to any other right or remedy and in addition to any statutory or other right to suspend or disconnect the supply of gas to the Supply Address, We may terminate this Contract by giving written notice to You if You:

- (a) commit a substantial breach of this Contract;
- (b) become insolvent;
- (c) go into liquidation;
- (d) commit an act of bankruptcy; or
- (e) commit a breach of this Contract and We have:
  - (i) a right to disconnect supply under this Contract, a written law or a Relevant Code; and
  - (ii) disconnected supply at the Supply Address or any other premises You have which is supplied gas by Us.

Subject to clauses 25.3(a) - 25.3(e), We may otherwise terminate this contract at any time in Our sole discretion by providing 20 Business Days prior written notice to You.

### 25.4 When Termination Takes Effect

Despite any other provision of this Contract, the termination of this Contract by Us or You does not have effect until:

- (a) in the case of termination because You have entered into another contract with Us, the Cooling-off Period (if any) for that other contract expires;
- (b) in the case of termination because You have entered into a contract with another retailer, You are transferred to the other retailer in accordance with the Retail Market Rules for the distribution system concerned; or
- (c) in the case of termination following disconnection, You no longer have any right to reconnection under the provisions of this Contract, a written law or a Relevant Code.

### 25.5 Events Upon Termination

If this Contract is terminated:

- (a) We may arrange for a final Meter reading and for disconnection of the Supply Address on the day on which this Contract ends;
- (b) We may issue a final Bill to You;
- (c) We may, subject to the provisions of any written law or Relevant Code, charge You a Fee for the final Meter reading, disconnection and final Bill;
- (d) We or the Network Operator may remove any Network Equipment at any time after the day on which this Contract ends;
- (e) You must allow Us or the Network Operator safe and unrestricted access to the Supply Address for the purpose of removing Network Equipment; and
- (f) if You want Us to supply gas to You again, You must enter into a new contract with Us.

### 25.6 Duration

This Contract will come into effect on the day We open an account for You at the Supply Address. Unless terminated earlier in accordance with this clause 25, this Contract will continue for a period of one year from the day it came into effect. However, if one year passes without either You or Us terminating the Contract in accordance with this clause 25, this Contract will automatically be renewed for consecutive additional one year periods until either You or Us terminates this Contract in accordance with this clause 25.

### 25.7 Survival of Obligations

Termination of the Contract does not release either party from an obligation which arose before the Contract was terminated. Notwithstanding termination, Your obligations under this Contract prior to termination continue until We have received all money payable to Us in relation to this Contract and specifically, subject to clause 20 and Our obligations under the Customer Service Code, You remain liable to pay for all gas delivered to the Supply Address and related Fees and charges after termination.

## 26. Title and Risk

Title to, and risk in, all the gas supplied to the Supply Address will pass to You at the Delivery Point for the Supply Address. Subject to this Contract and the Australian Consumer Law, You will bear all loss or damage arising out of or in any way directly or indirectly connected with gas supplied after title and risk to the gas has passed to You.

## 27. Exclusions

### 27.1 No Warranty

If You are a consumer within the meaning of the Australian Consumer Law, We may be taken to have given You certain consumer guarantees about the supply of goods or services to You. If We fail to comply with those consumer guarantees, then You may have statutory rights against Us under the Australian Consumer Law that We cannot exclude, restrict or modify.

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

- (a) the supply of equivalent goods or the supply of the services again, as applicable; or
- (b) the payment of the cost of acquiring equivalent goods or having the services supplied again, as applicable.

This clause 27.1 applies despite any other provision of this Contract to the contrary. We make no additional express guarantees, warranties or other representations under this Contract. Our liability in respect of these guarantees, warranties or other representations is limited to the fullest extent permitted by law.

Nothing in this Contract is to be taken to exclude, restrict or modify Your rights under law if and to the extent that We are prohibited by law from excluding, restricting or modifying them. This applies whether or not You are a consumer within the meaning of the Australian Consumer Law.

### 27.2 Consequential Loss

Subject to clause 27.1, to the fullest extent permitted by law, neither party to this Contract will in no case whatsoever (including negligence) be liable for any loss of profits, loss caused by stoppages in production or business interruption, reliance losses, damages for loss of opportunity, liability to third parties or any consequential or indirect loss or damage (except Our liability to the Network Operator).

## 28. Indemnity

Subject to clause 27.1, to the fullest extent permitted by law, You indemnify Us against all expenses, losses, damages and costs that We may sustain or incur as a result of a claim by any person (including You) arising out of or connected with the gas supplied by Us or any breach by You of this Contract except to the extent attributable to Our negligence or breach of this Contract.

## 29. Set Off

Subject to law, and Our obligations under this Contract, We may set off any amount owing to Us under this Contract against any amount payable by Us to You under this Contract. Nothing in this Contract limits Our ability at law to set off any amount owing to Us under this Contract against any amount payable by Us to You under another contract You may have with Us, or to set off any amount payable by Us to You under this Contract against any amount owing to Us under another contract You may have with Us.

## 30. Notices and Information

Where this Contract refers to 'notice' then the notice given to a party must be in writing and delivered by SMS (short message service), email or prepaid letter to the number or address of that party set out in this Contract for such purposes (or such other address as the party may by notice substitute) and will be considered to have been received on the Date of Receipt.

## 31. Complaints and Disputes

You may:

- (a) make a complaint to Us about Our acts or omissions;
- (b) if You are not satisfied with Our response to the complaint, raise the complaint to Our customer advocate; and
- (c) if after raising the complaint to a higher level, You are not satisfied with Our response, refer the complaint to the Energy Ombudsman, as appropriate.

We will handle customer disputes and complaints in accordance with the Australian Standard on Complaints Handling (AS 10002:2022), publish information which will assist You in utilising Our complaints handling process and on request will provide You with information on Our complaints handling process and the Energy Ombudsman scheme of which We are a member.

## 32. Amendment of Contract

The Contract can only be changed with the approval of the Economic Regulation Authority. Provided We first obtain the approval of the Economic Regulation Authority, We may amend, delete or introduce any term or condition of this Contract. We do not require Your consent to amend this Contract, but will use Our best endeavours to give You prior notice of the



amendments and will, on or after the date the amendments are effective, Publish notice of any changes to this Contract. We will not be required to give separate notice of any change to any document incorporated into this Contract, which document is issued by persons other than Us. If You do not agree with any amendment to this Contract, You may terminate this Contract in accordance with clause 25.

### **33. Availability of Contract**

A copy of this Contract is available to You, free of charge, from Us if You request it or by visiting Our website at [kleenheat.com.au](http://kleenheat.com.au).

### **34. Access to Information**

#### **34.1 Information We will provide**

We have published on our website:

- (a) information about concessions that may be available and the name and contact details of the organisation responsible for administering those concessions where We are not responsible for them;
- (b) information about energy efficiency;
- (c) Our Financial Hardship Policy;
- (d) Our Family Violence Policy;
- (e) a summary of Your rights, entitlements and obligations under Our standard complaints and dispute resolution procedures;
- (f) the Energy Ombudsman's contact information;
- (g) a link to the Customer Service Code; and
- (h) a link to the Gas Marketing Code of Conduct.

If You request a copy of this information, We will provide it free of charge.

#### **34.2 Information You must provide**

You must provide Us with information We reasonably require for the purposes of this Contract, including Acceptable Identification, and You acknowledge that any failure to provide Us with such information may affect Our ability to supply gas to You under this Contract and We may disconnect Your gas supply. For example without limitation, We may need personal details necessary to establish Your identity or a concession on Your account or determine Price eligibility. All information You provide must be correct, and You must not mislead or misrepresent the information You provide to Us. We have rights if information You provide is incorrect, misleading or deceptive.

### **35. Confidentiality and Privacy**

#### **35.1 Confidentiality**

We will keep confidential Your information and only disclose Your personal information in accordance with Our privacy policy, unless:

- (a) You give Us prior written consent to disclose the information to a third party;
- (b) disclosure is required to comply with any accounting or stock exchange requirement (such information disclosed will, as far as possible, be in an aggregated form);
- (c) disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration;
- (d) the information is already in the public domain; or
- (e) We believe You have used gas illegally and We must provide Your information to the Network Operator, Economic Regulation Authority, the Director of Energy Safety or the Police.

#### **35.2 Privacy**

We will only collect, use and disclose Your personal information as permitted by the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and in accordance with Our Collection of Information Statement and Privacy Policy, a copy of which is available on Our website. We have security measures in place to protect personal information under Our control. We identify and securely destroy personal information when it is no longer required and information stored within Our computer systems can only be accessed by authorised personnel.



### 36. Successors and Assigns

You must not assign this Contract without the prior written consent of Us. We may assign this Contract without Your consent and without giving You notice of such assignment, to any person We believe has reasonable commercial and technical capability to perform Our obligations under this Contract. In the event that either party assigns its interests under this Contract, all the terms and conditions of this Contract will be binding upon and enure to the benefit of the successors and assigns of the parties.

### 37. Unsolicited Consumer Agreement

This clause 37 only applies if the Contract is an Unsolicited Consumer Agreement.

- (a) You have the right, at Your discretion, to rescind an Unsolicited Consumer Agreement within the Cooling-off Period.
- (b) During the Cooling-off Period, We will not supply gas to You unless You request otherwise. You must pay Us for any gas supplied or any services provided during the Cooling-off Period.

### 38. Governing Law

This Contract is governed by and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.

### 39. Compliance with Laws

Each party's obligations under this Contract are subject to that party's obligations under applicable laws, regulations and conditions of any governmental authorisations. Any failure to comply with an obligation under this Contract resulting from compliance with an inconsistent or conflicting obligation under any applicable laws, regulations or conditions of any applicable governmental authorisation does not give rise to a breach of this Contract. The Contract also does not in any way limit Our or Your obligations to comply with the lawful directions of any authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety, the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

### 40. Severability

If the whole or any part of this Contract is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 40 has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.

### 41. Waivers

The failure to exercise or delay in exercising a right or remedy under this Contract will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy will prevent any further exercise of the right or remedy or any other right or remedy.

### 42. Entire Contract

This Contract constitutes the entire Contract and understanding between You and Us with respect to its subject matter. This clause 42 operates to the extent permitted by law.

### 43. Electronic Communication

We have the ability under the Contract to communicate electronically with You. Unless otherwise agreed with You (for example, You choose to receive paper Bills), or required by law, We will communicate with You electronically.

### 44. Network Operator

We supply gas to You and We may or may not own or operate the Network. The Network is operated by the Network Operator who delivers the gas through the Network to the Supply Address for Us. Where We do not own the Network, We:

- (a) may procure the Network Operator to undertake various actions on Our behalf; and
- (b) cannot control the way in which the Network Operator operates the Network. For example, We cannot control the quality, volume or continuity of gas being supplied through the Network.

As a result, the gas supplied to You:

- (c) may not be free from interruptions or may fluctuate in quality from time to time;
- (d) will be of the quality of gas contained in the Network; and
- (e) may not suit Your specific needs if, for example, You require gas that is free from interruptions or fluctuations in quality.



## 45. Our Contact Details

Postal Address: PO Box 4184, Myaree Business Centre, WA 6960

Business Address: Campus Drive (off Murdoch Drive), Murdoch, Western Australia, 6150

Registered Address: Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, PERTH WA 6000

Telephone number: 13 21 80

Email (for home): [nghome@kleenheat.com.au](mailto:nghome@kleenheat.com.au)

Email (for business): [businesssales@kleenheat.com.au](mailto:businesssales@kleenheat.com.au)

Website address: [www.kleenheat.com.au](http://www.kleenheat.com.au)

