



Standard Gas Agreement

Terms and conditions

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Standard Gas Contract

Electricity Generation and Retail Corporation trading as Synergy

ABN: 58 673 830 106

Address: 219 St Georges Terrace, Perth, WA 6000

Fax: (08) 9221 4628

Email: _____

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

NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

Important Notice to the Consumer

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

I, _____, the **customer**:

- (a) apply to **Synergy** for the supply of gas to the *premises* on the terms and conditions contained in the **Synergy** Standard Gas Terms and Conditions;
- (b) acknowledge receipt of prescribed *Marketing Code* and *Australian Consumer Law* information outlining the various rights and obligations of Synergy and the **customer**, and
- (c) request the supply of gas during the cooling-off period
 (tick if required).

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

Sign _____

Name (print) _____

Date _____

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

Sign _____

Name (print) _____

Date _____

Agent details (if acting on Synergy's behalf):

Sign: _____

Name (print): _____

Date: _____

Company name: _____

Business address
(not PO Box): _____

Telephone: _____

Contract Particulars

1. Your details

Title: _____

Family name: _____

Given names: _____

Postal address
Street: _____

Suburb: _____ Postcode: _____

Telephone (Home): _____ (Work): _____

(Mobile): _____ (Fax): _____

Email: _____

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

Registered Business Name: _____

ABN/ACN: _____

3. Connection Details (*address of site connection required*)

Unit No: _____ Lot/House No: _____ Street: _____

Suburb: _____ Postcode: _____

Date connection required: _____

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

5. Billing frequency (*tick applicable option*)

Standard

Group

Standard means a single bill relating to a single supply address.

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

6. Cooling-off period

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

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

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

- (c) gas is not connected to the *premises*; or
- (d) gas is connected to the *premises*, but no gas is being supplied to the *premises* 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*):

NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

Your additional rights to cancel this agreement

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

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

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

- (d) giving *us* a notice personally; or
- (e) giving *us* or sending *us* a notice, in an envelope addressed to **Synergy, 219 St Georges Terrace, Perth, WA, 6000**; or
- (f) sending *us* an email to _____; or
- (g) sending *us* a fax to **(08) 6282 7027**

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

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

Supplying goods or services during the cooling-off period

We are not allowed to supply *you* with 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 *agreement*, unless:

- (h) gas is not connected to the *premises*; or
- (i) gas is connected to the *premises*, but no gas is being supplied to the *premises* by *us*.

ATTACHMENT B

Section 82

Australian Consumer Law

Cancellation notice – Unsolicited Consumer Agreement

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

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

Extended right to cancel this agreement

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

To cancel this *agreement* in writing, complete this notice and send it to the supplier. Alternatively, write a letter or send an email to the supplier.

Supplier details (to be completed by the supplier)

Name: Synergy

Address: 219 St Georges Terrace, Perth, WA, 6000

Email address: _____

Fax number: (08) 6282 7027

Details of goods or services supplied under the agreement: _____

Cost of goods or services: _____

Date of agreement: _____

Transaction number (if any): _____

Consumer details

Name of Consumer: _____

Consumer's address: _____

I WISH TO CANCEL THIS AGREEMENT

Signed by the Consumer: _____

Date: _____

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

Standard Gas Terms and Conditions

Supply of gas

Where these terms and conditions apply, we will sell gas to *you* at the *premises* in accordance with these terms and conditions. These terms and conditions apply to the sale of gas to all *residential customers* and *business customers* who pay a *standard price* for gas.

We will comply with certain codes, standards and policies

We will comply (where they are applicable to *you*) with certain *regulatory requirements*, provisions in the *relevant regulations* and a number of codes, standards and *relevant policies*, including (where applicable to *you*):

- (a) the standards of service set out in Part 5 of the *Customer Contracts Regulations*;
- (b) the *Marketing Code*;
- (c) the *Compendium*; and
- (d) the standards of service in *our relevant policies*.

You can obtain more information about the *Marketing Code*, the *Compendium*, *relevant regulations* from us or the Economic Regulation Authority (erawa.com.au) and *our relevant policies* from us.

1. Parties

This agreement is between:

- (a) Electricity Generation and Retail Corporation trading as 'Synergy' (ABN 58 673 830 106) (referred to as "*we*", "*our*", or "*us*"); and
- (b) you, the *customer* (referred to as "*you*" and "*your*"), for the sale and supply of gas from us to *you* at the *premises*.

2. Term

2.1 When does this agreement start?

This *agreement* starts on the date and time when we agree to supply gas to *you*, or at an earlier time where gas is deemed by law to be supplied to *you* under these terms and conditions.

2.2 When does this agreement end?

- (a) This *agreement* will continue until *you* end the *agreement* or we end the *agreement* under this clause 2.2.
- (b) You can end this *agreement*:
 - (i) at any time by telling us at least 3 *business days* before you want the *agreement* to end;
 - (ii) if you buy gas for the *premises*,
 - (iii) from us, under a new agreement for the supply of gas, on the expiry of the cooling-off period (if applicable) specified in the new agreement; or

- (iv) from a different retailer, under an agreement for the supply of gas, when we are deemed to receive notification from the *Network Operator* that *your premises* have been transferred to the other gas retailer in accordance with the *retail market rules*.
- (c) We can end this *agreement* if:
 - (i) *you* become insolvent, bankrupt or go into liquidation;
 - (ii) *you* vacate the *premises* and we are satisfied that *you* no longer reside at the *premises*;
 - (iii) *you* stop being a *customer* under this *agreement* and eligible for a *standard price*;
 - (iv) *you* breach any of *your* obligations under this *agreement* or under a written law, which entitles *us* under this *agreement* or a written law to disconnect the *premises*;
 - (v) a *term* in this *agreement* allows *us* to end this *agreement*, or
 - (vi) *without* limiting any of the above clauses, *you* breach any of *your* other obligations under this *agreement* where that breach is capable of remedy, and *you* fail to remedy the breach within 10 *business days* of *us* asking *you* to do so.
- (d) Other than for a substantial breach of the *agreement*, we will not end this *agreement* if *you* commit a breach of the *agreement* unless:
 - (i) we have a right to disconnect supply under the *agreement* or the *regulatory requirements*; and
 - (ii) we have disconnected supply at all of the *premises* covered by the *agreement*.

2.3 What happens after the agreement ends

Once the *agreement* ends:

- (a) we may arrange for a final *meter* reading and for disconnection on the day the *agreement* ends; and
- (b) we may issue a final bill to *you*; and
- (c) we can charge *you* a fee for the final *meter* reading, disconnection, and final bill subject to the provisions of any written law; and
- (d) we can remove the *gas supply equipment* at any time, and *you* must let *us* have safe and unrestricted access to the *premises* to allow *us* to do so; and
- (e) *you* will remain liable to pay any outstanding payments to *us* and we will have no further obligation to supply gas to *you*; and
- (f) *you* must make a new *agreement* with *us* if *you* want *us* to supply *you* gas.

3. Information

3.1 Information we provide

- (a) On *our* website we have published:

- (i) the terms and conditions of this *agreement*; and
 - (ii) the *standard prices*, fees and charges;
 - (iii) information on the types of *concessions* that may be available to *you* and the name and contact details of the organisation responsible for administering those *concessions*;
 - (iv) *our Financial Hardship Policy*;
 - (v) a link to the *Compendium*;
 - (vi) a link to the *Marketing Code*;
 - (vii) general information about energy efficiency;
 - (viii) *our Family Violence Policy*;
 - (ix) *our Complaint Resolution Policy*; and
 - (x) the *Gas Ombudsman's* contact details.
- (b) *You* can also request that *we* provide *you* with a copy of the information on *our* website described in clause 3.1(a) free of charge. If *you* require other information, unless *we* are legally required to provide the information, *we* may charge *you* a reasonable fee for providing that information.

3.2 Information you must provide

- (a) *You* must provide *us* and *Network Operator* with any information *we* reasonably require for the purposes of this *agreement*, and *you* consent to *us* to sharing this information with *Network Operator*.
- (b) This information *you* provide *us* must be accurate and *you* must not mislead or deceive *us* in relation to any information that *you* give to *us*.
- (c) *We* will give *you* a reasonable period of time to provide *us* with any information requested. *You* must provide *us* with the requested information within the specified timeframe.
- (d) *We* may require *you* to provide *us* with *acceptable identification* before *we* enter into this *agreement* with *you*.
- (e) *You* acknowledge that any failure to provide *us* with complete and accurate information under this clause 3.2 may affect *our* ability to supply gas to *you* under this *agreement*.

3.3 Change of information

- (a) *You* must tell *us* as soon as possible if:
 - (i) any information that *you* have provided to *us* changes;
 - (ii) *you* experience any problems with:
 - (A) the gas supplied to *you*;
 - (B) the gas supply equipment; or
 - (C) your equipment;
 - (iii) *you* are aware something is preventing access to the *meter*; or

- (iv) the way *you* use gas changes.
- (b) *You* acknowledge that any failure to tell *us* about any change in information under this clause 3.3 may affect *our* ability to supply gas to *you* under this *agreement*.

4. Marketing

The *Compendium* and *Marketing Code* sets out *your* specific rights in relation to marketing conducted by *us* or on *our* behalf. *You* also have rights under the *Australian Consumer Law*.

5. Your gas supply at the premises

5.1 Connection to the gas network

If the *premises* are not connected to the *gas network* when *you* enter into this *agreement*, we will ask the *Network Operator* to connect the *premises* on *your* behalf within an *acceptable timeframe*.

5.2 Things you must do when you want gas supplied to the premises

If *you* want gas to be supplied to the *premises*, then before we supply *you* gas at the *premises*, *you* must:

- (a) apply to *us* for gas supply (by phone, *electronic means*, in person or in writing) and provide *us* with the information we require in accordance with clause 3.2;
- (b) if we require it, provide *us* with assurance that we and persons nominated by *us* (including the *Network Operator*) will be able to access the *premises*, *meter* (and other *gas supply equipment*) and *your equipment* according to clause 19;
- (c) provide *us* with contact details for billing purposes;
- (d) provide *us* with contact details of the property owner or agent if the *premises* is a rental property;
- (e) if we require it, in the case of a new gas connection, provide *us* with information about *your* estimated gas usage;
- (f) if we require it, in the case of an existing gas connection, provide *us* with information on the number and type of appliances installed, number of household occupants and anticipated usage of appliances;
- (g) agree to pay *us* all applicable *standard prices*, charges and fees according to this *agreement*;
- (h) if we require it, provide *us* with a *security deposit* in accordance with clause 16 and pay *us* any outstanding debt *you* owe *us* for the supply of gas at another *premises* (but not debts that are subject to a dispute or repayment arrangements agreed with *us*).

6. Notices and Communications

6.1 General

Any notices and communications given by *us* to *you*:

- (a) do not have to be in writing, unless expressly required under this *agreement*;
- (b) *you* agree we will use *electronic means* to give them to *you*;

- (c) are taken to be received:
 - (i) in the case of verbal communication at the time of the communication;
 - (ii) in the case of hand delivery, at the time it is delivered;
 - (iii) in the case of post, on the date 2 *business days* after it is posted;
 - (iv) in the case of email or *electronic means*, on the date in which the sender's machine, device or computer records that the electronic communication was successfully transmitted; or
 - (v) in the case of online feedback to *us* via *our* internet website contact system, on the date which *our* systems record that the online feedback was successfully received; and
- (d) if received after 5pm, or on a day other than a *business day*, are taken to be received on the next *business day*, after the period stated in clause 6.1(c) above.

6.2 Electronic means

- (a) *We* can decide procedures as to how communication by *electronic means* will operate and what things can be communicated by *electronic means*.
- (b) If *you* are not able to receive information by *electronic means*, or it is required under this *agreement* (such as under clause 8.1(c)), *we* can decide to give information to *you* by other means such as mail.

6.3 Requests to get in touch with us

- (a) Where *we* contact or attempt to contact *you* and request that *you* get in touch with *us* in relation to *our* supply of gas to *you*, *we* need and expect *you* to contact *us* when *you* receive such a request within a reasonable timeframe.
- (b) *You* acknowledge that any failure or delay to get in touch with *us* if *we* make a request, may affect *our* ability to supply gas to *you* under this *agreement*.

7. Standard prices, fees and charges

7.1 Standard prices

- (a) On and from the date and time this *agreement* begins, *you* must pay to *us* the *standard price* that applies to *you* in connection with gas *we* supply to *you* under the *agreement* plus any other fees and charges payable in connection with this *agreement* as they apply.
- (b) There are two main types of *standard prices*: residential *standard prices* and business *standard prices*.
- (c) In addition, there are also different residential *standard prices* and business *standard prices* for each of:
 - (i) the Mid-West/South-West area; and
 - (ii) the Albany area; and
 - (iii) the Kalgoorlie-Boulder area,as those areas are defined in the *Gas Tariffs Regulations*.

- (d) Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*. These eligibility conditions are referred to at clause 7.4 of this *agreement*. More information on the *standard prices*, fees and charges applicable under this *agreement* and the eligibility conditions applying to those *standard prices* is available on *our* website or by contacting *us*.
- (e) *We* will charge *you* a *standard price* for the gas *you* are supplied under this *agreement* plus any other fees or charges applicable.
- (f) The *standard prices*, fees and charges applicable to this *agreement* are published and available on *our* website.
- (g) It is *your* responsibility to assess if *you* meet any applicable eligibility criteria for the *standard price* under which *you* are supplied gas and whether this *agreement* is appropriate for *you*.
- (h) If *you* have been undercharged for *your* gas supply because *you* were being charged at a *standard price* that *you* were not eligible to receive, then *we* can require *you* to pay to *us* the amount that *you* have underpaid. For example, if *you* are paying a residential *standard price*, and start using gas for a non-residential purpose without giving *us* proper notice, *we* can backdate the business *standard price* to the start of the non-residential use.
- (i) *You* must advise *us* as soon as possible if *you* no longer meet the eligibility conditions applying to the *standard price* that *you* currently pay.
- (j) If *we* discover that *you* are no longer eligible to pay the *standard price* that *you* are paying, then *we* will advise *you* of the *standard price* that *you* must pay instead.
- (k) If *you* are no longer eligible to receive a particular *standard price* because *we* no longer offer that *standard price*, *we* will notify *you* on or before the date of the withdrawal and offer *you* an alternative *standard price*. In the event *you* do not nominate an alternative *standard price* then *we* will advise *you* of the new *standard price* *you* must pay.

7.2 What makes up a standard price?

A *standard price* includes a fixed component and a usage component based on the amount of gas *you* use. The fixed component and the usage component are specified in the *standard price* *we* publish. The usage component can be charged at different rates depending upon the amount of gas *you* use.

7.3 Which standard price do you pay?

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

The change in *standard price* will be effective from the date that *your* meter was last read. In some cases, the *Network Operator* may need to adjust the meter at *your* premises or provide *you* with a new meter in order for *us* to provide *you* a different *standard price*. In that case, the new *standard price* will be effective when *your* meter is adjusted, or *your* new meter has been installed by the *Network Operator*.

Please note that there may be a separate charge for meter adjustments and new meters in order for *us* to pay the *Network Operator* for the meter adjustments or new meters. For an explanation of these charges, please visit *our* website or call *us*. In the event of any delay in

a *meter* adjustment or a new *meter* installation by the *Network Operator* we shall have no liability for any loss (including *excluded loss*) to *you* for that delay.

7.4 Eligibility conditions for standard prices

Residential *standard prices*

Under the *Gas Tariffs Regulations* to be eligible for the residential *standard price*, either:

- (a) the *premises* must be a dwelling (a house, flat, home unit or other place of residence) and the gas supplied there is solely for residential use; or
- (b) the *premises* is not a dwelling (a house, flat, home unit or other place of residence) but the gas supplied to the *premises* is separately *metered* and is solely for residential use.

If *you* are paying a residential *standard price*, *you* must not use gas for a non-residential purpose and must advise *us* as soon as possible if *you* do so.

Business *standard prices*

If *you* do not qualify or no longer qualify for the residential *standard price* *you* must pay the business *standard price*.

7.5 We can charge you other fees

We can charge *you* fees and charges that are in addition to the *standard price*. *You* must pay *us* the fees and charges that apply to *you*. We can charge *you* fees and charges for:

- (a) *your* account application; and
- (b) reading *your meter* when access was not possible; and
- (c) testing *your meter*; and
- (d) sending *you reminder notices* and *disconnection warnings*; and
- (e) reading *your meter* when *you* move out of the *premises*; and
- (f) turning off *your* gas in some situations; and
- (g) turning on *your* gas in some situations; and
- (h) removing or physically disconnecting the *meter*; and
- (i) replacing or physically reconnecting the *meter*; and
- (j) other non-standard connection costs; and
- (k) any other applicable fees and charges.

For an explanation of *our* fees and charges payable in connection with this *agreement* please visit *our website* or call *us*.

7.6 Concessions

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

7.7 Variations to standard prices, fees, charges and benefit changes

- (a) *We* will publish a notification on *our website* before changing a *standard price*, fee or charge payable in connection with this *agreement*.

- (b) If we change any *standard price*, fee or charge which is applicable to *you* under this *agreement* and it is:
 - (i) regulated or set by Western Australian State Government;
 - (ii) determined by reference to any tariff, fee or charge set by the Western Australian State Government; or
 - (iii) a charge we pass through to *you*,
 we will notify *you* by no later than *your* next bill.
- (c) If there is a variation in a *standard price*, fee or charge which is not referred to in clause 7.7(b) above, we will notify *you* of the variation at least 5 *business days* before the variation comes into effect, unless the *standard price*, fee or charge:
 - (i) continually varies in relation to the spot price for gas;
 - (ii) directly results from:
 - (A) a *concession* expiry or withdrawal, a bank charge, credit card charge or payment processing charge; or
 - (B) a *benefit change* that we have already informed *you* of under clause 7.7(d) below; or
 - (C) comes into effect within 10 *business days* from when *you* entered into this *agreement*, and we have already informed *you* of it.
- (d) We will give *you* between 20 to 40 *business days*' notice before a *benefit change* and *your* options for supply after the *benefit change*.
- (e) Where we say we will notify *you* in this clause 7.7, we will do so in a manner described in clause 6.

8. Billing

8.1 General

- (a) We will send *you* a bill after the end of each *billing cycle*. *Your* first bill may be a little earlier or later than *your* normal *billing cycle*.
- (b) On occasion, we may send *you* a bill after the end of a *billing cycle* if we have been unable to collect enough information required to prepare the bill as a result of *your* actions or the actions of the *Network Operator*.
- (c) *You* can choose to receive:
 - (i) paper bills by post; or
 - (ii) electronic bills sent to an email address.
- (d) If *you* receive bills by post, we may charge a fee. We will not charge a fee if *you* are assessed by us as experiencing *financial hardship*, receive a *concession* or are a *vulnerable customer*.
- (e) We will redirect *your* bills if *you* ask us to at no charge.
- (f) *Your* bill will set out detailed information about the supply of gas to *you* under this *agreement* including the information required by the *Compendium* such as the supply period the bill covers, the applicable *standard price*, the basis of the bill,

the amount due and the *due date*.

- (g) You can request *your* historic billing data from *us*. We will give *you* the billing data requested for a period less than the previous two years once per year, or in relation to a complaint made to *us*, free of charge.

8.2 Shortened billing cycle

- (a) Your *billing cycle* may be shortened if all of the following apply:
 - (i) you are not assessed by *us* as experiencing *financial hardship* (*residential customers* only);
 - (ii) we have given you a *reminder notice* for 3 consecutive bills; and
 - (iii) before we give you the third *reminder notice* we have:
 - (A) told you that if you receive a third *reminder notice*, your *billing cycle* may be shortened;
 - (B) provided you with information about available assistance for customers experiencing *payment problems* (*residential customers* only);
 - (C) provided you with a telephone number where you can obtain more information; and
 - (D) told you that if placed on a shortened *billing cycle* you must pay 3 consecutive bills by their *due dates* to return to your previous *billing cycle*.
- (b) If we place you on a shorter *billing cycle* it will be at least 10 *business days* and we will give you a *shortened billing cycle notice* within 10 *business days*.
- (c) If you are placed on a shortened *billing cycle* and pay 3 consecutive bills by their *due dates*, you may request that you are returned to your previous *billing cycle*. If you are on a shortened *billing cycle*, we will remind you of this from time to time in accordance with our obligations under the *Compendium*.

8.3 Calculation of bill

- (a) We use *meter* readings that are provided to *us* to prepare your bill. We bill you on the amount of energy in the gas you use, not the volume of gas.
- (b) To calculate your consumption, we first measure the volume of gas you use via the *meter* (in cubic meters or cubic feet). We then convert the volume of gas you use into *units* by applying a *heating value*. This *heating value* is measured by the *Network Operator* at a number of places, and it can change from time to time.
- (c) 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).

8.4 Why we might estimate your bill

- (a) We will use our best endeavours to obtain metering data as frequently as required to prepare your bill. In any event, we will use best endeavours to ensure that the *Network Operator* (or its agent) reads the meter at least once every 12 months. However, if we ask you or the *Network Operator* asks you, you can agree to read

the meter *yourself* and provide the *Network Operator* (or *us*) with the *meter* readings. In that case, *we* will bill *you* on the basis of *your* reading of the *meter* subject to *regulatory requirements* and *Compendium* (where applicable to *you*).

- (b) *We* may provide *you* with an estimated bill if *we* don't have information available to *us* to prepare an accurate bill in time because:
 - (i) *access* to the *meter* is not possible due to reasons beyond *our* control, including due to *weather* conditions, an industrial dispute, the actions of a third party or *you* deny access;
 - (ii) *access* to the *meter* is not possible for safety reasons;
 - (iii) *you* are vacating the *premises* and require a final bill immediately; or
 - (iv) *we* cannot otherwise reasonably base a bill on the *Network Operator's* or *your* reading of the *meter*, including where the *meter* has been tampered with or bypassed or the *meter* is inaccurate.
- (c) Where *we* provide *you* with an estimated bill, it will be based on:
 - (i) *your* reading of the *meter*;
 - (ii) *your* prior billing history; or
 - (iii) if *we* do not have *your* prior billing history, then *we* may use:
 - (A) the average usage of gas by *customers* who pay the same *standard price* as *you*;
 - (B) the average usage based on the type of *meter*; or
 - (C) the average usage at the *premises*.
- (d) If *we* use estimates, then:
 - (i) *we* will say on *your* bill that *we* have done so;
 - (ii) on *your* request, *we* will tell *you* within 5 *business days*, or if *we* require information from the *Network Operator*, within 5 *business days* of *us* receiving that information from the *Network Operator*.
 - (A) the basis of the estimation; and
 - (B) the reason for the estimation; and
 - (iii) *you* may request:
 - (A) a verification of a *meter* reading; and
 - (B) a *meter* reading.
- (e) If *we* have provided *you* with an estimated bill, which is not a final bill, and *we* subsequently obtain an actual *meter* reading from the *Network Operator* or *you*, then *your* next bill will be adjusted to take account of that *meter* reading.
- (f) If *we* have provided *you* with a final bill based on an estimate, *we* will not adjust *your* final bill if *we* are subsequently able to read the *meter* or if *we* subsequently obtain a *meter* reading from the *Network Operator*.
- (g) If the reason *we* used an estimate was because *you* denied *us* or the *Network Operator* access to *your meter* and *you* ask that *we* replace the estimated bill with a bill based on an actual *meter* reading, *we* will do so, provided *you* grant the

Network Operator (or its agent) and *us* (or *our agent*) due access to the *meter* and pay *us our* reasonable charge for reading the *meter*.

- (h) We will use *our* best endeavours to replace an estimated bill with a bill based on an actual *meter* reading.

8.5 Undercharged amounts

- (a) If we determine that *you* have been undercharged:
 - (i) we will notify *you* no later than *your* next bill of the amount and that *you* must pay the amount which was undercharged; and
 - (ii) if *you* are a *residential customer*, we will allow *you* to pay the amount which was undercharged over a time period at least equal to the period since the undercharging occurred.
- (b) We will only charge *you* fees or interest on undercharged amounts if *you* fail to pay any undercharged amounts by the *due date*.
- (c) We will only recover undercharged amounts for 12 months before the date we notify *you* of the undercharge.
- (d) If the undercharging occurred because *you* denied access to the meter for a period of 12 months or more, clauses 8.5(a)(ii), 8.5(b) and 8.5(c) of this *agreement* will not apply.
- (e) Notwithstanding anything else in this clause 8.5, if at any time *you* consume more than 1 terajoule of gas per annum, then despite anything else in this *agreement*, we can recover the amount of any undercharge subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979 (WA)*.

8.6 Overcharged amounts

- (a) If we become aware that *you* have been overcharged, we will use *our* best endeavours to notify *you* within 10 *business days* and if the amount is:
 - (i) less than \$100, we may credit this amount to *your* next bill; or
 - (ii) more than \$100, we will:
 - (A) ask *you* whether *you* would like the overcharged amount credited to *your* next bill or deposited into a nominated bank account; and
 - (B) credit or deposit the amount within 12 *business days* of *you* telling *us*.
- (b) If *you* do not tell *us* how *you* would like an overcharged amount to be dealt with within 5 *business days* after we ask, we will credit the amount to *your* next bill.
- (c) Interest will not be paid to *you* on overcharged amounts.
- (d) If *you* are not experiencing financial hardship, we may, after providing written notice to *you*, use overcharged amounts to offset any amounts *you owe us*.

9. Reviewing your bill

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

In the meantime, *you* must pay to *us* the balance of the bill that is not being queried or an

amount equal to the average amount of *your* bills over the previous 12 months (excluding the bill that *you* are querying), whichever is less. If *you* have any other bills that are due, then *you* must also pay those bills by the *due dates*.

Subject to complying with the *Compendium* (where applicable), where *you* request *us* to review *your* bill, then *we* will review *your* bill and inform *you* of the outcome of the review as soon as *we* can and no later than 20 *business days* from the date *we* are taken to receive *your* request for *us* to review *your* bill.

If after a review of *your* bill:

- (a) *we* are satisfied the bill is correct, *we*:
 - (i) may require *you* to pay the unpaid amount; and
 - (ii) will advise *you* that *you* can ask *us* to arrange a *meter* test; and
 - (iii) will advise *you* of *our Complaint Resolution Policy* and any external complaints handling processes; or
- (b) *we* are satisfied the bill is incorrect, *we* will adjust the bill for any undercharging or overcharging.

You can ask *us* to have the *meter* tested to ensure that it is measuring accurately, and *we* will arrange for the *Network Operator* to test the *meter* if *you* first pay to *us* *our* reasonable charge for testing the *meter*.

If *we* find that the *meter* is not measuring accurately, then *we* will:

- (c) refund to *you* any charge *you* paid to have the *meter* tested; and
- (d) arrange for the *Network Operator* to either repair or replace the *meter* at no charge to *you*.

By “accurate”, *we* mean the *meter* is measuring as accurately as the law requires.

10. Paying your bill

10.1 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* may pay *your* bill in person, by telephone, by post, direct debit, by Centrepay (for Centrelink customers) or by electronic funds transfer.
- (c) If *you* pay *your* bill in advance, the minimum amount *you* can pay is \$20 which will appear on *your* account as a credit. *We* will not pay *you* any interest on amounts paid in advance. From time to time, *we* may specify the maximum amount a bill may be paid in advance, which if applicable will be published on *our website*.
- (d) *You* may request that *we* transfer any amount *you* owe *us* to another customer with the other customer’s *verifiable consent*.
- (e) Unless *you* direct *us* otherwise:
 - (i) *we* will apply *your* payment to the amount due for *your* gas use before applying it to other items; and
 - (ii) if *we* also supply electricity to *you*, then *we* will apply *your* payment to the amount due for *your* gas use and electricity use in equal proportions before applying it to other items.

10.2 Failure to pay bill

- (a) If you do not pay the total amount payable for your bill by the *due date* we:
 - (i) will give you a *disconnection warning*;
 - (ii) can charge you a late payment fee and/or interest on overdue amounts in accordance with clause 10.3 of this *agreement*;
 - (iii) can take steps to disconnect the *premises* in accordance with clause 13 of this *agreement*;
 - (iv) can shorten your *billing cycle* in accordance with clause 8.2 of this *agreement*;
 - (v) may give your information to a debt collection agency after 60 days which could result in your information being provided to a credit reporting agency; or
 - (vi) may recover amounts you owe us in any court of competent jurisdiction as a debt due to us.
- (b) We will not commence proceedings for recovery of a debt if you:
 - (i) have told us that you are experiencing *payment problems* and we have not yet complied with our obligations in clause 11 of this *agreement*; or
 - (ii) are making payments under a *payment plan* or alternative payment arrangement agreed with us.
- (c) If you pay a bill and the payment is dishonoured or reversed and, as a result, we have to pay fees to any other person, you must reimburse us for those fees.

10.3 Late payment fees

- (a) We may charge you a late payment fee and interest on overdue amounts if you do not pay your bill by the *due date*.
- (b) We will not charge you more than two late payment fees in relation to the same bill or more than 12 late payment fees in a 12 month period.
- (c) We will not charge you a late payment fee if:
 - (i) you are assessed as experiencing *financial hardship*;
 - (ii) you receive *concessions* in relation to your bill (unless you have received more than one *reminder notice* in the last 12 months);
 - (iii) we have agreed to:
 - (iv) give you additional time to pay your bill (and you pay your bill by the new *due date*); or
 - (v) you entered into a *payment plan*; or
 - (vi) you have made a complaint related to the bill that has not been paid to us or the *Gas Ombudsman* and the complaint has not been resolved or has been resolved in your favour.
- (d) If we have charged you a late payment fee because we are unaware of an unresolved complaint made by you to the *Gas Ombudsman*, we will refund it.

- (e) We will waive any late payment fees charged in respect of *your* last bill if *you* are assessed as experiencing *financial hardship*.

11. If you are having trouble paying your bill

11.1 General

- (a) You should tell us immediately if *you* are having *payment problems*.
- (b) In general, subject to clause 11.1(c), if *you* are a *residential customer* and having *payment problems*, for each bill we can offer *you*:
 - (i) *additional* time to pay the amount owing; or
 - (ii) a *payment plan* for the amount owing.
- (c) If *you* are a *residential customer* and more than once in any 12 month period *you*:
 - (i) fail to pay a bill within an additional period of time offered by us; or
 - (ii) have a *payment plan* cancelled due to non-payment,we may not offer *you* additional time to pay a bill or a *payment plan*.
- (d) If *you* are a *residential customer*, and *you* tell us *you* are having *payment problems*, we will assess whether *you* are experiencing financial hardship within 5 business days. If we have previously made an assessment we may not re-consider *our* assessment unless *you* can demonstrate *you* have had a change of circumstances.
- (e) You can request that we notify *you* of the outcome of *our* assessment of whether *you* are experiencing financial hardship and the reasons for the outcome.
- (f) If *you* are assessed as experiencing financial hardship:
 - (i) *you* can have *your* bill redirected to a different address (or email address) at no charge; and
 - (ii) we will:
 - (A) offer *you* a *payment plan* in accordance with *our* obligations under the *Compendium* and this *agreement*;
 - (B) inform *you* of *our* *Financial Hardship Policy*, any payment options, *concessions*, tariffs and other financial assistance that may be available to *you*; and
 - (C) provide the contact details for independent financial counselling assistance and other relevant consumer representatives that may be able to assist *you*.
- (g) If *you* are a *business customer* and having *payment problems* we will consider any reasonable requests for an alternative payment arrangement

11.2 Reductions in fees, charges or amounts owed

If *you* are a *residential customer* and assessed as experiencing financial hardship, we will give reasonable consideration to a request to reduce *your* fees, charges or amounts owed in accordance with *our* *Financial Hardship Policy*.

11.3 Payment plans

- (a) If you accept a *payment plan*, we will send you information within 5 business days about:
 - (i) the terms of the *payment plan*, the number of payments, the amount of each payment, when each payment must be made and how each payment is calculated and how you can access our *Financial Hardship Policy* which is published on our website.
 - (ii) what will happen if you do not pay the *payment plan* on time; and
 - (iii) the importance of contacting us if you are experiencing difficulties complying with the *payment plan*.
- (b) You can ask us to review a *payment plan* twice every 12 months. If after our review we determine you are unable to meet your obligations under the *payment plan*, we will offer to vary your *payment plan*.
- (c) If you accept a variation to your *payment plan* we will provide you with information about the variation within 5 *business days*.

12. Moving Premises

12.1 Moving in - existing gas connections

If you move into the *premises* and it has an existing gas connection, we will use our best endeavours to make supply available to you:

- (a) in accordance with the standards maintained by the *Network Operator*; and
- (b) at the *premises* by the date we agreed to sell you gas or, if no date was agreed, within 1 *business day* from the date of your application.

Before we supply gas to you at the *premises*, each of the following conditions must be satisfied:

- (c) you do the things listed in clause 5.2; and
- (d) you apply to us before 3:00 pm on the *business day* before you require connection; and
- (e) the *gas supply equipment* (and its installation) and your *equipment* (and its installation) must comply with the *regulatory requirements*; and
- (f) there is an adequate supply of gas available at the necessary volume and pressure at the boundary of the *premises*; and
- (g) the *meter* at the *premises* is available to use; and
- (h) the relevant *gas network* standards are met.

We will charge you for gas supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless you read the *meter* and advise us of the *meter* reading within 3 *business days* of the day that you move in. If a final *meter* reading was not taken, we will estimate the amount of gas used by the previous occupant, so we do not overcharge or undercharge you.

12.2 Moving out of the *premises*

- (a) You must give us at least 5 days' notice before you move out of the *premises* to end the *agreement*.

- (b) If *you* notify *us* that *you* are vacating the *premises* on a certain date and provide *us* with a forwarding address (to which a final bill may be sent) *we* will:
 - (i) not charge *you* for gas consumed at the *premises* after that date provided *you* give *us* at least 5 days' advance notice; and
 - (ii) arrange a final meter reading on the day *you* move out, arrange for disconnection (if applicable) and close *your* account.
- (c) If *you* give *us* less than 5 days' notice then *we* may charge *you* for the supply of gas to the *premises* for up to 5 days after *you* give *us* notice and a forwarding address.
- (d) If *your* account is in credit when it is closed, *we* will notify *you* that *we* will set off any amounts owed to *us* and transfer any remaining credit into:
 - (i) another account *you* have (or will have) with *us*; or
 - (ii) a nominated bank account, within 12 *business days* from when *you* tell *us*, or as otherwise agreed.
- (e) If *you* provide evidence that *you* were evicted or otherwise required to vacate the *premises* then *we* may charge *you* for the supply of gas up to the date *you* gave *us* notice and a forwarding address.
- (f) If *you* do not notify *us* that *you* are vacating the *premises* on a certain date and provide *us* with a forwarding address then *we* may charge *you* for the supply of gas until a new customer is responsible for the supply of gas to the *premises*.

13. Disconnection

13.1 When can we disconnect the *premises*?

We may arrange for disconnection of the *premises* in accordance with applicable laws if:

- (a) *you* do not pay *your* bill by the *due date* and *we* give *you*:
 - (i) a reminder notice; and
 - (ii) a *disconnection warning*, at least 22 *business days* from the bill issue date;
- (b) *you* deny access to read the *meter* for the purposes of issuing 3 consecutive bills and:
 - (i) *we* give *you* a written notice at least 5 *business days* prior to the date *we* propose accessing the *meter*:
 - (A) requiring *you* to provide safe or reasonable alternative access to the *meter*; and
 - (B) advising about *our* ability to arrange for disconnection if *you* fail to provide safe or reasonable alternative access to the *meter*;
 - (ii) *you* fail to provide safe access to the *meter* or reasonable alternative access;
 - (iii) *we* have used best endeavours to contact *you*; and
 - (iv) *we* have given *you* a disconnection warning;
- (c) *you* deny access to test, inspect, maintain, alter, replace or check the accuracy of the *meter* and:

- (i) we give *you* a written notice at least 5 *business days* prior to the date we propose accessing the *meter*:
 - (A) setting out the matter giving rise to the potential disconnection;
 - (B) requiring *you* to provide safe or reasonable alternative access to the *meter* which *you* fail to comply with; and
 - (C) setting out information about *our* ability to arrange for disconnection if *you* fail to provide safe access or reasonable alternative arrangements to access to the *meter*; and
- (ii) *you* fail to provide safe access to the *meter* or reasonable alternative access;
- (d) we request that *you* provide *us* with a *security deposit* (in whole or part) under clause 16 of this *agreement* and *you* fail to provide it to *us*;
- (e) there has been unlawful or unauthorised use or supply of gas at the *premises* or any other *premises*;
- (f) *you* fail to keep *your equipment* in good working order or condition;
- (g) *you* get gas supplied to the *premises* in breach of this *agreement*;
- (h) *you* commit a substantial breach of any of *your* obligations under this *agreement*;
- (i) *you* breach any of *your* obligations under this *agreement* and *you* fail to fix the breach within 10 *business days* of *us* asking *you* to do so; or
- (j) disconnection is requested by *you*, there is an emergency, a health and safety reason warranting disconnection, or gas has been illegally consumed at the *premises*.

13.2 When disconnection is prohibited

- (a) Unless clause 13.1(j) of this *agreement* applies, we cannot arrange for disconnection if *you* fail to pay a bill by its *due date*:
 - (i) within one *business day* after the period mentioned in a *disconnection warning*;
 - (ii) *you* are abiding by the agreed terms of a *payment plan* or alternative payment arrangement with *us* in relation to the bill; or
 - (iii) *you* are a *residential customer*, the amount due is less than \$300, and *you* tell *us* that *you* agree to pay this amount;
 - (iv) *you* tell *us*, or *we* are aware, that *you* have applied for a *concession* and a decision has not yet been made;
 - (v) if the amount *you* owe *us* does not relate to gas;
 - (vi) if the bill does not relate to the *premises*, other than if the bill relates to another *premises* previously occupied by *you*;
 - (vii) if *you* make a complaint to *us* in accordance with *our Complaint Resolution Policy*, to the *Network Operator*, the *Gas Ombudsman* or another dispute resolution body, they notify *us* of the complaint, the complaint is directly related to the reason for the proposed disconnection and it has not yet been resolved or determined; or
 - (viii) where we have stated in a policy that we will not disconnect *you*. For

example, within *our Family Violence Policy*.

- (b) Unless disconnection was requested by *you* or is required under the *Gas Standards Act 1972* or another law, we will not disconnect or cause disconnection of *your* gas supply at the *premises* if *you* give us a written statement from a *medical practitioner* stating that *your* gas supply is necessary to protect the life or health of a person who lives at the *premises* and *you* have entered into arrangements acceptable to *us* in relation to payment for the gas supplied.

14. Reconnection

If *your* gas supply is disconnected under clause 13, then we will arrange for the *Network Operator* to reconnect *your* gas supply when *you* ask us to reconnect *your* gas supply if we are reasonably satisfied that, within 10 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist and that it is safe to reconnect and no other circumstances are existing that would entitle *us* or the *Network Operator* to disconnect *your* gas supply under clause 13 or any law.

For example:

- (a) if *you* were disconnected for non-payment at the *premises* and *you* pay us all outstanding arrears plus any reasonable costs we incur in disconnecting and reconnecting *you*;
- (b) we offer *you* and *you* accept a *payment plan* or alternative payment arrangement, and *you* are abiding by the agreed terms of that *payment plan* or alternative payment arrangement;
- (c) if *you* were disconnected for preventing access to the *meter* at *your premises* and *you* subsequently provide access to the *meter* when requested by *us* or the *Network Operator*; or
- (d) if *you* were disconnected for failing to provide any required *security deposit*, in whole or in part, *you* have subsequently provided the required *security deposit*.

If *your* gas supply is disconnected in an emergency situation or for health or safety reasons, then we will arrange for the *Network Operator* to reconnect *your* gas supply when *you* ask us if we are reasonably satisfied that, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist and it is safe to reconnect and there are no other circumstances existing that would entitle *us* or the *Network Operator* to disconnect *your* gas supply under clause 13 or any law.

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

- (e) before 3:00pm on a *business day*, then we will use *our* best endeavours to reconnect *your* gas supply on the same day as *your* request; or
- (f) after 3:00pm on a *business day* or on a day that is not a *business day*, then we will use *our* best endeavours to reconnect *your* gas supply as soon as we can on the next *business day*; or
- (g) after 3:00pm on a *business day*, then we will use *our* best endeavours to reconnect *your* gas supply on the same *business day* if *you* pay the after-hours reconnection fee and *you* ask before 5:00pm.

Subject to the *regulatory requirements*, we may charge *you* a fee for reconnecting *your* gas supply in certain circumstances.

This clause 14 does not apply to cases where disconnection is required under the *Gas Standards Act 1972* (WA).

15. Complaints

15.1 General

- (a) If *you* have a complaint about this *agreement* or *us*, *you* can lodge the complaint in accordance with *our Complaint Resolution Policy* and *we* will deal with it in accordance with *our Complaint Resolution Policy*.
- (b) *Our Complaint Resolution Policy* is published on *our* website.

15.2 Responding to complaints

Our Complaint Resolution Policy outlines the procedures *we* follow when dealing with complaints. These include acknowledging and responding to *your* complaint within specified timeframes, ensuring *your* complaint is investigated using all relevant information and the escalation of a complaint if *you* are not satisfied with how *your* complaint is addressed.

16. Security deposits

16.1 When *you* must provide *us* with a *security deposit*

- (a) *We* will not require *you* to provide *us* with a *security deposit* if *you* are a *residential customer*.
- (b) If *you* are a *business customer*, *you* agree to provide *us* with permission to investigate *your* credit history and agree to provide *us* with any information *we* require that *you* hold in relation to *your* credit history.
- (c) *We* may require *you* to pay a *security deposit* to *us* where *you* are a *business customer* and:
 - (i) *you* owe *us* an amount for the supply of gas to the *premises* unless *you* have disputed the amount owed and the amount owed is subject to a review by *us* or the *Gas Ombudsman*;
 - (ii) *you* unlawfully or fraudulently obtained gas in the last two years; or
 - (iii) *we* determine that *you* have an unsatisfactory credit history relating to paying for gas.
- (d) *We* will notify *you* if *we* determine that *you* have an unsatisfactory credit history and *we* will tell *you* the reasons why and provide *you* with information about *our Complaint Resolution Policy* and the *Gas Ombudsman*.

16.2 Security deposit requirements

If *we* require *you* to pay a *security deposit*:

- (a) the *security deposit* will not be greater than 37.5% of *your* estimated bills over a 12 month period based on *your* billing data or the average consumption of gas by a comparable *customer*;
- (b) *we* will pay *you* interest on *your security deposit* at the *bank bill swap rate*, accrued daily and capitalised every 90 days;
- (c) *we* will keep the *security deposit* in a separate trust account and identify it separately in *our* accounting records;
- (d) *we* may apply the *security deposit* in full or partial satisfaction of amounts *you*

owe to us if:

- (i) we disconnect the *premises* because *you* do not pay a bill and *you* no longer have a right to reconnection; or
 - (ii) amounts *you* owe to us for a final bill issued to *you*;
- (e) if we used *your security deposit* in accordance with clause 16.2(d) of this *agreement*, we will provide *you* with a written statement for how the *security deposit* was used and repay *you* any outstanding amount within 10 *business days*; and
- (f) we will repay the *security deposit* within 10 *business days* after:
- (i) *you* pay for gas by the *due dates* listed on *your* bills for two years;
 - (ii) *you* leave the *premises*;
 - (iii) we disconnect the *premises* at *your* request; or
 - (iv) *you* transfer to another retailer.

Your security deposit will be credited on *your* next bill if clause 16.2(f)(i) applies, or onto *your* final bill if clause 16.2(f)(ii), 16.2(f)(iii) or 16.2(f)(iv) applies.

17. Liability

17.1 Gas supply, quality and reliability

- (a) We do not own or operate the *gas network*, including the gas supply equipment. The gas we supply to *you* is delivered by the *Network Operator* through the *gas network*. We cannot control the way in which the *Network Operator* operates the *gas network*, which means the quality and reliability of any gas supply under this *agreement* is subject to a variety of factors that are beyond *our* control. As a result:
- (i) the gas supplied to *you* under this *agreement*:
 - (A) may from time to time have interruptions or fluctuations in quality;
 - (B) will be of the quality of gas contained in the *gas network* and may fluctuate; and
 - (C) may not suit *your* specific needs if, for example, *you* have specific goods or equipment at *your premises* that require a continuous gas supply free from interruptions or fluctuations in supply or quality; and
 - (ii) *you* may from time to time experience delays from the installation or modification to the *gas network*, *gas supply equipment* or the *meter*.
- (b) If *you* ask us, we will raise concerns that *you* may have in relation to gas supplied with the *Network Operator*.

17.2 Protection for specific goods

- (a) If *you* have particular needs or specific goods or equipment that require a continuous gas supply free from interruption or fluctuations in supply or quality, then *you* must ensure *you* take reasonable steps to:
- (i) address *your* particular needs, including making suitable alternative

- arrangements (for example, a back-up supply or alternative power source);
 - (ii) protect persons, property, goods and equipment at the *premises* from any loss, harm or damage that arises if the gas supplied to *you* is not free from interruptions or fluctuations in supply or quality; and
 - (iii) otherwise do what *you* can to mitigate any loss arising from interruptions or fluctuations in the supply or quality of gas under this *agreement*.
- (b) Gas is by its nature inherently dangerous (including risks of explosion, fire, poisoning and asphyxiation) *you* must take care in relation to *your* use and treatment of gas supplied.. *You* must only use gas with appropriate pipework, fittings, appliances and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed gas fitter.

17.3 Your rights

- (a) If *you* are:
- (i) a *residential customer*, we are liable to *you* for any direct loss *you* suffer or incur to the extent it is caused by *our* negligence (including *direct loss* arising from *Supply Related Liability* but not *excluded loss* from *Supply Related Liability*); and
 - (ii) a *business customer*, we are liable to *you* for any *direct loss* (other than any loss that is *Supply Related Liability*) *you* suffer or incur to the extent it is caused by *our* negligence.
- (b) *You* may also have protected rights in connection with this *agreement*. Nothing in this *agreement* is to be taken to exclude, restrict or modify any protected rights.
- (c) Under the *Australian Consumer Law*, *you* may have the benefit of certain consumer guarantees about the supply of gas or services to *you* by *us* under this *agreement*. If these apply, and if *we* fail to comply with an applicable consumer guarantee, then *you* may have rights against *us* under the *Australian Consumer Law*. The consumer guarantees that apply to *you* are not excluded, restricted or modified by any clause of this *agreement*.
- (d) Where gas, or associated goods or services supplied under this *agreement* are not of a kind ordinarily acquired for personal, domestic or household use or consumption, under the *Australian Consumer Law*, *our* liability for breach of any consumer guarantee is limited to (as reasonably determined by *us*):
- (i) the supply of equivalent goods or, as applicable, the supply of the services again; or
 - (ii) the payment of the cost of acquiring equivalent goods or, as applicable, of having the services supplied again.

17.4 What we are not liable for

- (a) Other than any liability referred to in clause 17.3 including *your protected rights*, to the fullest extent permitted by law, including by operation of the *Energy Operators (Powers) Act 1979 (WA)* and the *Electricity Corporations Act 2005 (WA)*, we will not be liable to *you* for:
- (i) any loss, damage or liability (including any *excluded loss* and any *Supply*

Related Liability) arising for any reason under or in relation to this *agreement*,
or

- (ii) any *excluded loss*, unless it is otherwise expressly stated in this *agreement*.
- (b) Other than *your protected rights*, all conditions, warranties and guarantees *you* may have at any time in relation to this *agreement* (including, without limitation, any rights of recovery or to compensation) are, to the maximum extent permitted by law, excluded.

17.5 Indemnity

You indemnify *us* fully in relation to any loss, damage or liability of any kind arising out of *your* actions or omissions in relation to *your*.

- (a) breach of this *agreement*;
- (b) breach of any applicable laws;
- (c) negligence, fraud, theft, or other wrongful act or omission, to the extent that the loss, damage or liability was a reasonably foreseeable consequence of *your* actions or omissions.

This indemnity does not apply to any loss, damage or liability *we* are liable to *you* for under *your protected rights*.

17.6 Legitimate interests

The terms of this clause are reasonably necessary to protect *our* legitimate interests by appropriating risks, to minimise *our* prices, costs and charges for gas for all *our customers*.

18. Amendment of this agreement

18.1 Amending the terms of this agreement

- (a) *We* may amend the terms of this *agreement* without *your* consent. However, any amendments must be approved by the Economic Regulation Authority. This *agreement* will be automatically amended to reflect any amendments approved by the Economic Regulation Authority from the time they are approved.
- (b) *We* will publish any amendments to the terms of this *agreement* on *our* website.
- (c) If *you* do not agree with an amendment approved by the Economic Regulation Authority, then *you* can end this *agreement* by doing the things described in clause 2.2(b).

18.2 Adjustment for change in law and network access tariffs

If there is a:

- (a) *change in law*, *we* may adjust *standard prices*, fees and charges to put *us* in a position as if there was not a *change in law*; and
- (b) change in *network access tariffs*, *we* may charge *you* an additional amount proportionate to the change which *we* estimate in good faith is fairly attributable or payable by *you*; and
- (c) change in the way *you* use gas, *we* may adjust the *standard price* or the fees and charges payable by *you* under the *agreement*, to proportionately reflect any

increase in *network access tariffs*, which we estimate in good faith is fairly attributable or payable by *you*.

19. Access to the premises

- (a) You must provide *us* or any persons nominated by *us* (including the *Network Operator*) with safe and unrestricted access to the *premises*, without notice, at all reasonable times for the purposes of performing functions under this *agreement*.
- (b) We will ensure that any person who enter the *premises* on *our* behalf display written identification identifying the person as an agent of *ours* and will show *you* their identification if *you* ask.
- (c) If *you* do not provide safe and unrestricted access to the *premises* for the purpose of meter reading, we may require *you* to read the meter and provide the meter reading information to the *Network Operator*.
- (d) Clause 19(c) does not limit *our* rights in relation to clauses 13.1(b) or 13.1(c) of this *agreement*.

20. Assignment

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

21. Privacy

- (a) All information held by *us* about *you* will be dealt with in a confidential manner and consistent with *our Privacy Policy* (and any applicable laws) which sets out the steps that we take to ensure that *your* information is dealt with in a confidential manner.
- (b) In particular, but without limiting the above, we will keep *your* information confidential unless:
 - (i) we have *your* prior written consent;
 - (ii) the law (including applicable privacy laws and any regulatory, accounting, governmental, Ministerial, or stock exchange requirement) requires or permits *us* to disclose it;
 - (iii) we need to use the information for *our* regulatory reporting or compliance, or in any legal or regulatory proceedings;
 - (iv) the information is already in the public domain;
 - (v) we believe *you* have obtained or used gas illegally or in an unsafe manner and, as a result, we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety, the *Network Operator* or the Police (as appropriate); or
 - (vi) we use the information for business purposes, provided that we will only do so subject to applicable laws and, if *you* are an individual purchasing gas for

a *private purpose*, then we will only do so to the extent such use:

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

22. Family Violence

If *you* are experiencing *family violence*, we can provide support and assistance in accordance with *our Family Violence Policy* and the *Compendium*.

23. Equipment

- (a) All *gas supply equipment* remains the property of the *Network Operator* at all times and the *Network Operator* is responsible for installing and maintaining the *gas supply equipment*.
- (b) *You* are responsible for keeping *your equipment* in good working order and condition.
- (c) *You* must comply with all applicable laws in relation to the use of *gas*, use or operation of the *gas supply equipment* or use or operation of *your equipment*.
- (d) *You* must not:
 - (i) tamper with, bypass, circumvent or otherwise interfere with the *gas supply equipment*; or
 - (ii) do anything that will prevent *us* or the *Network Operator* from accessing the *gas supply equipment*; or
 - (iii) use gas in a way that:
 - (A) interferes with the supply of gas to anyone else;
 - (B) interferes with the supply of gas by *us* to *you*; or
 - (C) causes loss to *us* or anyone else; or
 - (iv) unless *you* have permission from *us* or the *Network Operator*, turn the *meter* on if the *meter* has been turned off by *us* or by the *Network Operator*.
- (e) *You* must ensure that any person on, occupying or using the *premises*, including tenants:
 - (i) complies with all applicable laws in relation to the use of gas, use or

operation of the *gas supply equipment* or use or operation of *your equipment*,
and

- (ii) does not do any of the things listed in clause 23(d) of this *agreement*.
- (f) You must immediately notify *us* on becoming aware of any behaviour or circumstances which is suspected to, or may reasonably be expected to, contravene clause 23(b) to clause 23(e) of this *agreement*.
- (g) You will be responsible for any loss caused or contributed to by any contravention of clause 23(b) to clause 23(e) of this *agreement* by *yourself* or another person.

24. Events beyond the control of you or us

24.1 Events beyond your control

If an *event beyond your control* prevents *you* from performing an obligation under this *agreement*, *you* will be excused from the obligation if *you* tell *us* as soon as reasonably practicable. *You* must still pay *your* bill on its *due date* despite an *event beyond your control*.

24.2 Events beyond our control

If an *event beyond our control* prevents *us* from performing *our* obligations under this *agreement*, *we* will notify *you* by any reasonable means (including by public service announcement such as television, radio or in a newspaper). *We* will only be excused from performing *our* obligations under this *agreement* until such time as the *event beyond our control* no longer prevents *us* from performing *our* obligations.

25. Co-operation with the Network Operator

You agree to and must co-operate with the *Network Operator* in relation to the access, supply, consumption, connection and distribution of gas at the *premises*.

26. Miscellaneous

26.1 Governing law

The law of Western Australia governs this *agreement*.

26.2 Invalid terms

Any invalid or unenforceable terms are severed, without affecting the enforceability of the other terms to this *agreement*.

26.3 Survival

Clauses 2.2, 2.3, 3.2, 6, 10, 12, 13.1, 17, 23, 25 and 26 and any other provision that is expressed to, or by its nature that is intended to, survive termination or expiry of this *agreement*, will survive the expiry or termination of this *agreement*.

26.4 Set off

We may set off any amounts owed to *us* against any amount payable by *us* to *you* under this *agreement* or any other *agreement* between *you* and *us*.

26.5 No waiver

Any unenforced right under this *agreement* is not to be construed as a waiver of that right.

26.6 Authorised representatives

- (a) You can appoint a person as *your* authorised representative, to act on *your* behalf in relation to this *agreement* in either a full capacity or limited capacity by providing *us* with notice.
- (b) 'Full capacity' means that the authorised representative can deal with *us* on *your* behalf for any matter in connection with this *agreement* at any time. The authorised representative will continue to be able to act on *your* behalf until *you* tell *us* otherwise.
- (c) 'Limited capacity' means the authorised representative can only deal with *us* on *your* behalf for a specific matter and timeframe in connection with this *agreement* that *you* nominate and notify *us* of.

26.7 GST

- (a) If there is a taxable supply under or in connection with the *agreement*,
 - (i) then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the *agreement*, and
 - (ii) the supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the recipient's obligation to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.
- (b) All sums payable, or consideration to be provided, under the *agreement* are expressed inclusive of GST.
- (c) In this clause 26.7, 'adjustment note', 'recipient', 'supplier', 'tax invoice' and 'taxable supply' have the meanings given to those terms in the GST Law.

26.8 Application of laws

Nothing in the *agreement* limits or excludes the rights, powers, and remedies that *we* or the *Network Operator* have at law (including under the *Energy Operators (Powers) Act 1979 (WA)* and the *Energy Coordination Act 1994 (WA)*) or in equity.

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

26.9 Entire agreement

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

27. Definitions and interpretation

27.1 Definitions

acceptable identification has the meaning given to that term in the *Customer Contracts*

Regulations.

acceptable timeframe means:

- (a) if received before 3:00pm on a *business day* — on that same day; or
- (b) if the request is received on or after 3:00pm on a *business day* or on a Saturday, a Sunday or a public holiday throughout the State — no later than the next *business day*.

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

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

bank bill swap rate has the meaning given to that term in the *Customer Contracts Regulations*.

benefit change means a change to or expiry of a benefit (such as a price discount but does not include a *concession*) provided under this *agreement* to *you* during a period that ends earlier than the date on which this *agreement* will end.

billing cycle means the regular recurrent period in which *you* receive a bill from *us* which does not exceed 105 days or such other period agreed to between *you* and *us*.

business customer means a person supplied gas by *us* who consumes more than 0.18 terajoules, and less than 1 terajoule, of gas per annum and who is not a *residential customer*.

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

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

concession means a *concession*, rebate subsidy or grant intended to offset the cost of gas to a *residential customer*.

Compendium means the *Compendium of Gas Customer Licence Obligations (Compendium)* containing licence conditions determined by the Economic Regulation Authority under section 11M(1) of the *Energy Coordination Act 1994* (WA), as in force and published by the Economic Regulation Authority from time to time.

Complaints Resolution Policy means the published document of the same name setting out *our* standard customer complaints and dispute resolution procedures available on *our* website.

customer means a *residential customer* or a *business customer*.

Customer Contracts Regulations means the *Energy Coordination (Customer Contracts) Regulations 2004* (WA).

direct loss does not include any *excluded loss*.

disconnection warning is a notice which contains:

- (a) a notification that *we* may disconnect the *premises* if *we* give *you* 5 business days' notice; and
- (b) information about *our* *Complaint Resolution Policy* and the *Gas Ombudsman*.

due date means the date that a bill or *payment plan* must be paid by *you*. Where a *due date* has been extended by a *payment plan* or another payment arrangement between *you* and *us*, a subsequent reference to *due date* refers to the new *due date*.

electronic means has the same meaning as in the *Compendium*.

event beyond your control or **event beyond our control** means an event or circumstance affecting *you* (in the case of an *event beyond your control*) or *us* (in the case of an *event beyond our control*), 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 in infrastructure or elsewhere, insufficient volumes of gas or any other problem with the *gas network* or any gas transmission pipeline feeding the *gas network* but excludes *your* or *our* inability to pay any money due under this *agreement* for any reason.

excluded loss means all and any of the following (whether they are known to or contemplated by *us* or *you*, or otherwise reasonably foreseeable at any time):

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

Family Violence Policy means *our Family Violence Policy* available on *our website*.

financial hardship has the meaning given to that term in the *Compendium*.

Financial Hardship Policy means *our Financial Hardship Policy* available on *our website*.

Gas 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).

gas installer means a person licensed or authorised under relevant *regulatory requirements* to install, repair, alter or make any addition to *your equipment* or any part of *your equipment*.

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

gas supply equipment means the *meter* for the *premises* and any pipes, apparatus, 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*.

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

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

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

heating value is the amount of energy in a given volume of gas, as determined by the *Network Operator* from time to time.

Marketing Code means the code of conduct approved by the Economic Regulation Authority under section 11ZPM of the *Energy Coordination Act 1994* (WA).

medical practitioner has the same meaning as under the *Customer Contracts Regulations*.

{Note: The version of the *Customer Contracts Regulations* published as at 1 January 2023 provides at regulation 12(3) that: “*medical practitioner* means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession.”}

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

network access tariff means the charges payable by *us* to the *Network Operator* from time

to time for transmission, distribution, and access services.

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

{Note: The *Network Operator* is the holder of a distribution licence for the *gas network* and includes a person who operates the *gas network* on behalf of that holder.}

payment problems has the meaning given to that term in the *Compendium*.

payment plan means an interest and fee-free plan or other arrangement between *you* and *us* where *we* offer *you* ongoing assistance and allow *you* to pay *us* any amounts payable to *us* in two or more instalments that takes into account:

- (a) information about *your* capacity to pay; and
- (b) the amount in arrears payable by *you* at the time it is made.

premises means the address to which gas is to be supplied to *you* under this *agreement*.

Privacy Policy means *our* published policy in force from time to time (as amended or replaced by *us* from time to time).

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

protected right means:

- (a) any rights of recovery, or to compensation, *you* may have under the *Australian Consumer Law* (including in relation to *excluded loss*);
- (b) any other express rights of recovery, or to compensation, *you* may have under law; or
- (c) any other condition, warranty or guarantee (including the application of any consumer guarantee under the *Australian Consumer Law*) where applicable,

only to the extent that *we* are prohibited by law from excluding, restricting or modifying such a right condition, warranty or guarantee.

regulatory requirements means any 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.

relevant regulations means the regulations that are relevant to this *agreement* and includes the *Customer Contracts Regulations* and the *Gas Tariffs Regulations*.

relevant policies means the policies published by *us* on *our* website from time to time that are relevant to the *agreement* and include the *Privacy Policy*, *Family Violence Policy* and *Financial Hardship Policy*.

reminder notice means a written notice which:

- (a) is given at least 15 *business days* from the bill issue date; and
- (b) contains *our* phone number for billing and payment enquiries, information about *our* *Financial Hardship Policy* and payment assistance that may be offered by *us*.

residential customer means a person supplied gas by *us* who consumes gas solely for domestic use and consumes more than 0.18 terajoules, and less than 1 terajoule, of gas per annum.

retail market rules means the same as it does in the *Energy Coordination Act 1994* (WA).

security deposit means an amount of money provided as security against a *business customer* defaulting on a payment due under this *agreement* which includes any interest accrued.

shortened billing cycle notice means a notice which informs *you* that:

- (a) *you* have been put on a shorter *billing cycle*;
- (b) *you* must pay 3 consecutive bills by the *due date* on each bill in order to return to *your* previous *billing cycle*; and
- (c) failure to make a payment may result in disconnection of the *premises*.

standard price means a tariff, charge, fee, or rental to be paid by *you* for or in connection with the supply of gas under the *Gas Tariffs Regulations* or those charges, fees or rentals for or in connection with the supply of gas that, subject to the *Gas Tariffs Regulations* and any other applicable laws, we publish from time to time. Subject to the *Gas Tariffs Regulations* and any other applicable laws, we can from time to time and at *our* discretion change a *standard price* *you* must pay to *us* for or in connection with the supply of gas.

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

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

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

verifiable consent has the meaning given to that term in the *Compendium*.

vulnerable customer has the meaning given to that term in the *Compendium*.

your equipment means all pipes, apparatus and other equipment or works located after (downstream of) the point that gas leaves the *meter* for the *premises* which are used for, or in connection with, the supply or consumption of gas, except any *gas supply equipment*.

27.2 General

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, incorporate or unincorporate;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of the *agreement*;
- (f) headings are included for convenience and do not affect the interpretation of the *agreement*;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;

- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by *electronic means*;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (m) a reference to time is to Western Australian Standard Time;
- (n) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (o) if a date stipulated for payment or for doing an act is not a *business day*, the payment must be made, or the act must be done on the next *business day*; and
- (p) a reference to a monetary amount means that amount in Australian currency and a unit of measurement is to an Australian legal unit of measurement, as defined in the *National Measurement Act 1960* (Cth).