



# Standard Electricity Agreement

Terms and conditions

# Welcome to Synergy.

We are looking forward to supplying electricity to you. This booklet is our Standard Electricity Agreement. It details in a clear and easy-to-read way, each element of our obligations to supply you electricity under this agreement. It also details what you can expect from us, and your rights and obligations.

At Synergy, we always want to give you the highest level of professional service. If you have any questions after reading this agreement, please call us on 13 13 53 for residential customers or 13 13 54 for business customers.

## Acknowledgement of Country

Synergy acknowledges the Traditional Owners of the Land on which we operate and their continuing connection to the land, water and community. We pay our respects to all Aboriginal and Torres Strait Islander communities, their cultures and to Elders past, present and emerging.

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# Standard Electricity Contract

Electricity Generation and Retail Corporation trading as Synergy, ABN: 58 673 830 106

Address: Level 23, 152-158 St Georges Terrace,  
Perth WA 6000

Fax: (08) 6282 7027 or Website: [synergy.net.au/contact](http://synergy.net.au/contact) or  
Email: [retail.business.sales@synergy.net.au](mailto:retail.business.sales@synergy.net.au)

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

## NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

### Important Notice to the Consumer

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

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)

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

Sign: \_\_\_\_\_

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

Company name: \_\_\_\_\_

Business address (not PO Box):  
\_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## Agreement Particulars

### 1. Your details

Title: \_\_\_\_\_

Family name: \_\_\_\_\_

Given names: \_\_\_\_\_

Postal address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mobile: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

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

Registered Business Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

### 3. Premises (address of site connection required)

Unit no.: \_\_\_\_\_

Lot/House no.: \_\_\_\_\_

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

Date connection required: \_\_\_\_\_

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

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**5. Billing frequency**

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 Electricity Terms and Conditions, *you* can end the *agreement* by giving us notice that *you* want the *agreement* to end during the following period:

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

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

- (c) electricity is not connected to the *premises*; or
- (d) electricity is connected to the *premises*, but no electricity is being supplied to the *premises* by us.

If, at *your* request, we supply *you* with electricity during the cooling-off period and *you* end the *agreement* during the cooling-off period, we may charge *you* for any electricity 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 one or more of the following sections of the *Australian Consumer Law* contained in the *Competition and Consumer Act 2010 (Cth)*.
  - (i) section 73 (permitted hours for negotiating an unsolicited consumer agreement);
  - (ii) section 74 (disclosing purpose and identity);
  - (iii) section 75 (ceasing to negotiate on request).
- (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 one or more of the following sections of the *Australian Consumer Law* contained in the *Competition and Consumer Act 2010 (Cth)*:
  - (i) section 76 (informing *consumer* of termination period);
  - (ii) a provision of Subdivision C of part 3.2 of the *Australian Consumer Law* (requirements for unsolicited consumer agreements);
  - (iii) section 86 (prohibition on supplies for 10 *business days*).

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

- (a) giving us a notice personally; or
- (b) giving us or sending us a notice, in an envelope addressed to Synergy Level 23, 152-158 St Georges Terrace, Perth, WA, 6000; or
- (c) contacting us electronically at **synergy.net.au/contact**; or

(d) emailing **retail.business.sales@synergy.net.au**; or

(e) 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 electricity or accept or ask for any payment for electricity at any time within 10 *business days* from and including the day after you signed or received this *agreement*, unless:

(a) electricity is not connected to the *premises*; or

(b) electricity is connected to the *premises*, but no electricity is being supplied to the *premises* by us.

## **ATTACHMENT B**

### **Section 82 – Australian Consumer Law**

#### **Cancellation notice – Unsolicited consumer agreement**

##### **Right to cancel this agreement within 10 business day cooling-off period**

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

##### **Extended right to cancel this agreement**

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

To cancel this *agreement* in writing, complete this notice and **send it to the supplier.**

Alternatively, write a letter or send an email to the supplier.

#### **Supplier details (to be completed by the supplier)**

**Name:** Synergy

**Address:** Level 23, 152-158 St Georges Terrace,  
Perth, WA, 6000

**On the web:** synergy.net.au/contact

**Email:** retail.business.sales@synergy.net.au

**Fax number (if any):** (08) 6212 1035

Details of goods or services supplied under the *agreement*:

\_\_\_\_\_

\_\_\_\_\_

Cost of goods or services supplied: \_\_\_\_\_

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.

# Synergy (ABN 58 673 830 106)

## Standard Electricity Terms & Conditions

### 1. Parties

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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 *small use customer* (referred to as "you" and "your"),
- for the sale and supply of electricity from *us* to *you* at the *premises*.

### 2. Term

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#### 2.1 When does this agreement start?

This *agreement* starts on the date and time when *we* agree to supply electricity to *you*, or at an earlier time where electricity 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 5 days before *you* want the *agreement* to end;
  - (ii) if *you* buy electricity for the *premises*,
    - (A) from *us*, under a new *agreement* for the supply of electricity, on the expiry of the cooling-off period (if applicable) specified in the new *agreement*; or
    - (B) from a different retailer, under an *agreement* for the supply of electricity, when *we* receive notification that the *premises* has been transferred to the different retailer consistent with the *Customer Transfer Code*.
- (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*, unless this *agreement* is transferred to alternative *premises* under clause 19(a);
- (iii) *you* stop being a *small use customer*;
- (iv) *you* are not eligible for any *standard electricity plan* offered by *us* at any time, including if *you* do not meet any applicable eligibility criteria;
- (v) *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*;
- (vi) a term in this *agreement* allows *us* to end this *agreement*; or
- (vii) without limiting any of the above subclauses, *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.

#### 2.3 What happens when the agreement ends

- (a) Once the *agreement* ends *you* must:
  - (i) provide *us* safe and unrestricted access to remove any *electricity supply equipment* from the *premises* if *we* request it; and
  - (ii) pay any outstanding amounts owed to *us* in relation to electricity supplied to the *premises*;
- (b) Once the *agreement* ends, *we* will use best endeavours to arrange a final *meter* reading, issue a final bill, arrange for disconnection (if applicable) and close *your* account. *We* can charge *you* a standard fee for this.
- (c) 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.

### 3. Information

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#### 3.1 Information we provide

- (a) On *our* website *we* have information available to *you* free of charge about:

- (i) *our standard electricity plan and standard fees and charges;*
  - (ii) *concessions;*
  - (iii) *rebates;*
  - (iv) *energy efficiency;*
  - (v) *the electricity network;*
  - (vi) *different meter types;*
  - (vii) *our Financial Hardship Policy;*
  - (viii) *the Code;*
  - (ix) *our Family Violence Policy;*
  - (x) *our Complaint Resolution Policy*
  - (xi) *our Privacy Policy*
  - (xii) *the Electricity Industry Ombudsman's contact details; and*
  - (xiii) *interpreter, speech and hearing impediment services.*
- (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 Western Power with any information we reasonably require for the purposes of this agreement, and you consent to us to sharing this information with Western Power.*
- (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 electricity 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 electricity supplied to you;*
    - (B) *the electricity supply equipment; or*
    - (C) *your equipment;*
  - (iii) *you are aware something is preventing access to the meter; or*
  - (iv) *the way you use electricity changes, for example if you install or modify an installed solar PV system or install a battery or use an electric vehicle.*
- (b) *You acknowledge that any failure to tell us about any change on information under this clause 3.3 may affect our ability to supply electricity to you under this agreement.*

## 4. Marketing

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The 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. Connection to the electricity network

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- (a) *If the premises are not connected to the electricity network when you enter into this agreement, we will ask Western Power to connect the premises on your behalf within an acceptable timeframe.*
- (b) *If you owe us any outstanding amounts and request that the premises are connected, we may require you to enter into and comply with a payment plan or alternative payment arrangement for the outstanding amounts.*

## 6. Notices and communications

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### 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) of this *agreement*.

## 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*, 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 electricity 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 electricity to you under this *agreement*.

## 7. Tariffs, fees and charges

### 7.1 Tariffs, fees and charges

- (a) We will charge you a type of tariff under one of two main categories
  - (i) residential tariffs; and
  - (ii) non-residential tariffs.

In addition, there are also different types of residential tariffs and non-residential tariffs available under standard electricity plans. Some examples of the

non-residential tariffs are the tariffs for businesses, community service plan (C1) tariff and the charitable accommodation plan (K1) tariff.

- (b) More information about the standard electricity plans and tariffs available under this *agreement* and the eligibility conditions applying to those *standard electricity plans* and tariffs is available on our website or by contacting us.
- (c) You must pay the tariffs, fees and charges for the electricity supplied to the *premises* under this *agreement*.
- (d) We will charge you the tariff for the *standard electricity plan* under which you are supplied electricity under this *agreement* plus any other standard fees or charges applicable.
- (e) The tariffs and standard fees and charges applicable to standard electricity plans are published and available on our website.
- (f) It is your responsibility to assess if you meet any applicable eligibility criteria for the *standard electricity plan* under which you are supplied electricity and whether the *standard electricity plan* is appropriate for you

### 7.2 Variations to tariffs, fees, charges and benefit changes

- (a) We will publish a notification on our website before changing a tariff, fee or charge for a *standard electricity plan*. We may also publish notification in a newspaper, radio or television or other medium.
- (b) If there is a variation to a tariff, fee or charge which is regulated or set by the Western Australian State Government that is applicable to you under this *agreement*, we will notify you of the variation no later than your next bill.
- (c) If there is a variation in a tariff, fee or charge which is not regulated or set by the Western Australian State Government that is applicable to you under this *agreement*, we will notify you of the variation at least 5 business days before the variation comes into effect, unless the price, fee or charge:
  - (i) continually varies in relation to the spot price for electricity;
  - (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 7.2(d) of this *agreement*; or



- (iii) 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 7.2, we will do so in a manner described in clause 6.

### 7.3 Changing your standard electricity plan

- (a) *You* may request to change the *standard electricity plan* under which *you* are supplied electricity under this *agreement* to another *standard electricity plan*.
- (b) If *you* request to change and demonstrate to *us* that *you* are eligible for the alternative *standard electricity plan* *you* request, we will transfer *you* to that *standard electricity plan* within 10 business days.
- (c) If *you* are no longer eligible for the *standard electricity plan* under which *you* are supplied electricity under this *agreement*, we will notify *you* before changing *you* to another *standard electricity plan* that *you* are eligible for.
- (d) *Your meter* may need to be replaced or upgraded to be eligible for some *standard electricity plans*. If *your meter* needs to be replaced or upgraded, we may charge *you* a fee for *Western Power* to replace or upgrade *your meter*.

## 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 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 *Western Power*.
- (c) *You* can choose to receive:
  - (i) paper bills by post, subject to the applicable standard fee; or
  - (ii) electronic bills sent to an email address.
- (d) We will redirect *your* bills if *you* ask *us* to at no charge.

- (e) *Your* bill will set out detailed information about the supply of electricity to *you* under this *agreement* including the information required by the *Code* such as the supply period the bill covers, the applicable tariff, the basis of the bill, the amount due and the *due date*.
- (f) If *you* are a *non-contestable customer*, *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 experiencing *financial hardship* (residential customers only)
  - (ii) we give *you* 3 reminder notices; and
  - (iii) before we give *you* the third *reminder notice* we have:
    - (A) told *you* that if *you* receive 3 reminder notices, *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 *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 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 *Code*.

### 8.3 Calculation of bill

- (a) We will calculate bills we send *you* based on:
  - (i) the amount of electricity *you* consume at the *premises* during *your* *billing cycle*; and

- (ii) the applicable tariff for the *standard electricity plan* under which you are supplied electricity and any other standard fees or charges provided under this *agreement* applicable during your *billing cycle*.
- (b) If there is no *meter* installed at the *premises* we will bill you in accordance with applicable laws. For example, streetlight electricity supply.
- (c) Where we or *Western Power* agree, you can read the *meter* yourself and provide *Western Power* with the *meter* reading so we can prepare the bill. Any *meter* reading you provide will be subject to validation in accordance with applicable laws.

#### 8.4 Why we might estimate your bill

- (a) If we cannot reasonably base a bill on a reading of the *meter* by *Western Power*, or if required by the *Code* or this *agreement*, we will provide you with an estimated bill, based on an estimation method set out in the *Electricity Industry (Metering) Code 2012*.
- (b) If we estimate the amount of electricity you consume at the *premises*:
  - (i) we will specify this on the bill and your rights to have the *meter* read or your energy data verified;
  - (ii) when the *meter* is read at a later time, we will adjust your bill to reflect the difference between the estimate and the electricity you actually consumed; and
  - (iii) you can ask us to explain the way we estimated your consumption and the reason why.
- (c) If due to your actions the *meter* is unable to be read and you ask us to replace an estimated bill with a bill based on a reading of the *meter* by *Western Power* we may charge you a fee.

#### 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.

#### 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.

#### 8.7 Reviewing your bill

- (a) If you disagree with any amount on your bill you can ask us to review the bill consistent with our *Complaint Resolution Policy* provided you have at least paid the portion of your bill not in dispute or an amount equal to your average bill over the previous 12 months (excluding the bill in dispute).
- (b) If after conducting a review of your bill, we consider the bill to be:
  - (i) correct, then:
    - (A) we may require you to pay any outstanding amount;
    - (B) we will advise you of our *Complaint Resolution Policy* and how to make a complaint with the *Electricity Industry Ombudsman*; and
    - (C) you may request a *meter* test; or

- (ii) incorrect, we will deal with any undercharge or overcharge in accordance with clauses 8.5 and 8.6 of this agreement as applicable.
- (c) You may ask us to:
  - (i) read the *meter*; or
  - (ii) verify the information we use to calculate the amount of electricity you consume or test the *meter*.
- (d) We can charge you a standard fee to review your bill, read the *meter* or test the *meter*. If the information we verify is incorrect or the *meter* is defective, or if we are not permitted to charge you a fee under this clause 8.7, we will refund any such fee paid to us.

### 8.8 Paying your bill

- (a) You must pay the amount due to us in each bill by the *due date* listed on the bill. The *due date* will not be earlier than 12 business days from the date the bill is issued.
- (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*.

### 8.9 Late payments

- (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:

- (A) give you additional time to pay your bill (and you pay your bill by the new *due date*); or
- (B) you entered into a *payment plan*; or
- (iv) you have made a complaint related to the bill that has not been paid to us or the *Electricity Industry 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 *Electricity Industry Ombudsman*, we will refund it.
- (e) We will waive any late payment fees charged from your last bill if we assess you are experiencing *financial hardship*.

### 8.10 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 owed amounts in accordance with clause 8.9 of this agreement;
  - (iii) can take steps to disconnect the *premises* in accordance with clause 11 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 9 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.

## 9. If you are having problems paying your bill

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### 9.1 General

- (a) You should tell us immediately if you are having difficulties paying your bill.
- (b) In general, subject to clause 9.1(c), if you are a residential customer and having payment problems or difficulty paying your bill, 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 difficulties paying your bill, 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 Code 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 difficulty paying your bill we will consider any reasonable requests for an alternative payment arrangement.

### 9.2 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.

### 9.3 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.

## 10. Moving premises

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### 10.1 Moving in

If the previous occupant of the premises had an existing electricity connection and a final meter reading was not taken on the day you moved in, we will estimate the amount of electricity used by the previous occupant since the date that the meter was last read and we will not charge you for this amount. You will receive an estimated bill under clause 8.4 of this agreement.

### 10.2 Moving out

- (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 electricity consumed at the premises after that date provided you give us at least 5 days' advance notice;

- (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 electricity 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 electricity 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 electricity until a new customer is responsible for the supply of electricity to the *premises*.

## 11. Complaints

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### 11.1 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.

### 11.2 Responding to complaints

- (a) *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.
- (b) If *we* do not:
  - (i) acknowledge a written complaint within 10 business days; or
  - (ii) respond to a written complaint within 20 business days,

*you* may be eligible for a *service standard payment*. If eligible, *you* must ask *us* within 3 months of *our* failure to acknowledge or respond to the complaint to pay to *you* the applicable *service standard payment*.

- (c) Clause 11.2(a) does not apply if an event outside of *our* control caused *us* to become liable for the payment or *we* have already made a *service standard payment* in respect of the same complaint.

## 12. Disconnection

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### 12.1 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 20 business days from the bill issue date;
- (b) *you* deny access to read the *meter* for 9 consecutive months and *we* give *you*:
  - (i) 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* which *you* fail to comply with;
    - (B) with information about:
      - (I) *our* ability to arrange for disconnection if *you* fail to provide safe or reasonable alternative access to the *meter*; and
      - (II) the availability of alternative, suitable meters (if appropriate); and
  - (ii) a *disconnection warning*;
- (c) *you* deny access to test, inspect, maintain, alter, replace or check the accuracy of the *meter* and *we* give *you*:
  - (i) 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*;

- (d) we request that you provide us with a security deposit (in whole or part) under clause 15 of this *agreement* and you fail to provide it to us; or
- (e) there has been unlawful or unauthorised use or supply of electricity at the *premises* or any other *premises*;
- (f) you fail to keep your *equipment* in good working order or condition;
- (g) you get electricity 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 electricity has been illegally consumed at the *premises*.

### 12.2 When disconnection is prohibited

Unless clause 12.1(j) of this *agreement* applies, we cannot arrange for disconnection:

- (a) 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;
- (b) you tell us, or we are aware, that you have applied for a *concession* and a decision has not yet been made;
- (c) if the amount you owe us does not relate to electricity;
- (d) if the bill does not relate to the *premises*, other than if the bill relates to another *premises* previously occupied by you
- (e) if you make a complaint to us in accordance with our *Complaint Resolution Policy*, to *Western Power*, the *Electricity Industry 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
- (f) if the *premises* is a *life support equipment address*; or
- (g) where we have stated in a policy that we will not disconnect you. For example, within our *Family Violence Policy*.

### 12.3 Wrongful disconnection

- (a) If we:
  - (i) disconnect you when disconnection is prohibited under clause 12.2 of this *agreement*; or
  - (ii) fail to comply with certain obligations under this *agreement* in respect of payment assistance prior to disconnecting you,

you may be eligible for a *service standard payment* for each day that you are wrongfully disconnected. If so, we will credit the applicable *service standard payment* to your account as soon as reasonably practical.
- (b) Clause 12.3(a) of this *agreement* does not apply if an *event beyond our control* caused us to become liable for the payment.

## 13. Reconnection

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### 13.1 When we will reconnect you

- (a) If the *premises* were disconnected in accordance with clause 12.1 of this *agreement*, we will arrange for the *premises* to be reconnected if you:
  - (i) resolve the reason why the *premises* was disconnected or made satisfactory arrangements with us, including for the payment of any outstanding amounts due; and
  - (ii) pay a reconnection fee and any reasonable costs we incur in disconnecting the electricity supply or enter into an alternative payment arrangement to pay the applicable reconnection fee and reasonable costs.
- (b) We may refuse to reconnect you if you fail to provide us with a *security deposit* (in whole or part) under clause 15 of this *agreement* if we request it.

### 13.2 Reconnection timeframes

- (a) If you ask us to reconnect the *premises* in accordance with clause 13.1 of this *agreement*, and we do not arrange for the *premises* to be reconnected within an *acceptable timeframe* or *Western Power* does not reconnect you within the time required by the *Code*, you may be eligible for a *service standard payment*. If eligible, you must ask us within 3 months of the failure to reconnect the *premises* to pay to you the *service standard payment*.
- (b) Clause 13.2(a) of this *agreement* does not apply if an *event beyond our control* caused us to become liable for the payment.

## 14. Life Support

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### 14.1 Registering a life support equipment address

If you or a person residing or intending to reside at the premises requires life support equipment:

- (a) you must comply with your obligations in clause 3.2 and 3.3 of this agreement and provide us:
  - (i) confirmation from an appropriately qualified medical practitioner that a person residing or intending to reside at the premises requires life support equipment;
  - (ii) every year, confirmation that a person residing at the premises still requires life support equipment unless subclause (iii) applies;
  - (iii) every three years from the date of the initial confirmation in subclause (i), confirmation from an appropriately qualified medical practitioner that a person residing at the premises continues to require life support equipment; and
- (b) we will subject to clause 14.1(a):
  - (i) register the premises as a life support equipment address and your contact details (telephone number, email address and postal address), and notify Western Power of these details within an acceptable timeframe;
  - (ii) before, or within, 5 days of registering the premises as a life support equipment address provide you with the following information:
    - (A) that there may be planned and unplanned interruptions and Western Power will notify you of any planned interruptions;
    - (B) a recommendation that you prepare a plan of action for unplanned interruptions; and
    - (C) emergency contact numbers of Western Power and us.

### 14.2 Change in circumstance

If there has been a change in the circumstances relating to the requirement for life support equipment at the premises or any of your contact details (telephone number, email address and postal address), you must notify us immediately. For example, if a person residing at the premises no longer requires the life support equipment.

### 14.3 De-registering the premises as a life support equipment address

We will de-register the premises as a life support equipment address and notify Western Power if you:

- (a) do not provide us with the information required in clause 14.1(a) of this agreement within 3 months of us asking and we have taken reasonable steps to attempt to contact you at least twice, not less than 10 business days apart; or
- (b) notify us that the premises no longer needs to be registered as a life support equipment address.

## 15. Security deposits

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### 15.1 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 electricity to the premises unless you have disputed the amount owed and the amount owed is subject to a review by us or the Electricity Industry Ombudsman;
  - (ii) you unlawfully or fraudulently obtained electricity in the last two years; or
  - (iii) we determine that you have an unsatisfactory credit history relating to paying for electricity.
- (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 Electricity Industry Ombudsman.

### 15.2 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 electricity 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 15.2(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 electricity 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 15.2(f)(i) applies, or onto *your* final bill if clause 15.2(f)(ii), 15.2(f)(iii) or 15.2(f)(iv) applies.

## 16. Liability

### 16.1 Electricity supply, quality and reliability

- (a) We do not own or operate the *electricity network*, including the *electricity supply equipment*. The electricity we supply to *you* is delivered by *Western Power* through the *electricity network*. We cannot control the way in which *Western Power* operates the *electricity network*, which means the quality and reliability of any electricity supply under this *agreement* is subject to a variety of factors that are beyond *our* control. As a result:
- (i) the electricity 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 electricity contained in the *electricity network* and may fluctuate;
    - (C) may not suit *your* specific needs if, for example, *you* have specific goods or equipment at *your premises* that require a continuous electricity 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 *electricity network*, *electricity supply equipment* or *meter*.

- (b) If *you* ask *us*, we will raise concerns that *you* may have in relation to electricity supplied with *Western Power*. *You* may also be eligible for a *service standard payment* from *Western Power* in certain circumstances. *You* can obtain more information about this payment by contacting *Western Power* or *us*.

### 16.2 Protection for specific goods

- (a) If *you* have particular needs or specific goods or equipment that require a continuous electricity 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 electricity supplied to *you* is not free from interruptions or fluctuations in supply or quality (for example, installing surge protection devices for sensitive equipment); and
  - (iii) otherwise do what *you* can to mitigate any loss arising from interruptions or fluctuations in the supply or quality of electricity under this *agreement*.
- (b) Electricity is by its nature inherently dangerous (including risks of fire and electrocution) so *you* must take care in relation to *your* use and treatment of any electricity supplied. *You* must only use electricity with appropriate wiring, 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 electrician.

### 16.3 Your rights

- (a) If *you* are:
- (i) a *residential customer* or *non-contestable 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 *contestable customer* and not a *residential 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 electricity 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 electricity, 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.

#### 16.4 What we are not liable for

- (a) Other than any liability referred to in clause 16.3 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.

#### 16.5 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.

#### 16.6 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 electricity for all our customers.

### 17. Amendment of this agreement

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#### 17.1 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

#### 17.2 Adjustment for change in law and network access costs

If there is a:

- (a) change in law, we may adjust prices 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 rate you use electricity, we may adjust the tariff or the fees and charges payable by you under the *agreement*, to proportionate reflect any increase in network access tariffs, which we estimate in good faith is fairly attributable or payable by you.

### 18. Access to the premises

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- (a) You must provide us or any persons nominated by us (including *Western Power*) 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 a *meter* reading, we may require *you* to read the *meter* and provide the *meter* reading information to *Western Power*
- (d) Clause 18(c) does not limit *our* rights in relation to clauses 12.1(b) or 12.1(b)(ii) of this *agreement*.

## 19. Assignment and transfer to another premises

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- (a) If *you* are moving *premises*, this *agreement* can be transferred to cover the supply of electricity in respect of alternative *premises* if:
  - (i) *you* notify *us* that *you* are vacating the *premises*, or that *you* no longer require electricity to be supplied to the *premises*, and within 30 days of notifying *us* *you* request supply at an alternative *premises* under these terms and conditions; or
  - (ii) we reasonably believe *you* are taking supply of electricity from *us* at another *premises* and have not entered into an *agreement* with *us* for that supply of electricity.
- (b) *You* cannot assign *your* obligations under this *agreement* to another party without *our* consent.
- (c) We may assign or novate *our* obligations under this *agreement* without *your* consent to any person we believe has reasonable commercial and technical capability to perform *our* obligations under the *agreement*.

## 20. Privacy

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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. *Our Privacy Policy* is available free of charge on *our* website.

## 21. Family Violence

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

## 22. Equipment

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- (a) All *electricity supply equipment* is the property of *Western Power*. *You* are responsible for *your 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 electricity, use or operation of the *electricity supply equipment* or use or operation of *your equipment*.
- (d) *You* must not:
  - (i) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*;
  - (ii) do anything that will prevent *us* or *Western Power* from accessing the *electricity supply equipment*;
  - (iii) use electricity in a way that:
    - (A) interferes with the supply of electricity to anyone else;
    - (B) interferes with the supply of electricity by *us* to *you*; or
    - (C) causes loss to *us* or anyone else; or
  - (iv) transfer electricity into the *electricity network* operated by *Western Power* without *our* prior written consent and the prior written consent of *Western Power*. For example, by installing a *solar pv system* or modifying an installed *solar pv system* without any approval required from *us* or *Western Power*.
- (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 electricity, use or operation of the *electricity supply equipment* or use or operation of *your equipment*; and
  - (ii) does not do any of the things listed in clause 22(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 22(b) to clause 22(e) of this *agreement*.
- (g) *You* will be responsible for any loss caused or contributed to by any contravention of clause 22(b) to clause 22(e) of this *agreement* by yourself or another person.

## 23. Events beyond the control of you or us

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### 23.1 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*.

### 23.2 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.

## 24. Co-operation with Western Power

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You agree to and must co-operate with *Western Power* in relation to the access, supply, consumption, connection and distribution of electricity at the *premises*.

## 25. Miscellaneous

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### 25.1 Governing law

The law of Western Australia governs this *agreement*.

### 25.2 Invalid terms

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

### 25.3 Survival

Clauses 2.2, 2.3, 3.2, 6, 8.8, 8.9, 8.10, 10.1, 12.1, 16, 22, 24 and 25 and any other provision that is expressed to, or by its nature that is intended to, survive termination of expiry of this *agreement*, will survive the expiry or termination of this *agreement*.

### 25.4 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.

### 25.5 No waiver

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

### 25.6 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 *agreement* that you nominate and notify us of.

### 25.7 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) 'Adjustment note', 'recipient', 'supplier', 'tax invoice' and 'taxable supply' have the meanings given to those terms in the *GST Law*.

### 25.8 Application of laws

Nothing in the *agreement* limits or excludes the rights, powers and remedies that we have at law (including but not limited to the *Energy Operators (Powers) Act 1979 (WA)* and the *Electricity Corporations Act 2005 (WA)*) or in equity.

## 26. Interpretation

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### 26.1 Definitions

**acceptable identification** has the same meaning as in the *Electricity Industry (Customer Contract) Regulations 2005 (WA)*.

**acceptable timeframe** means:

- (a) if received before 3 pm on a *business day* — on that same day; or
- (b) if the request is received on or after 3 pm 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.

**appropriately qualified medical practitioner** has the same meaning as the Code.

**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 same meaning as the *Electricity Industry (Customer Agreement) Regulations 2005* (WA).

**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 which does not exceed 100 days.

**business customer** means a *small use customer* who is not a *residential customer*.

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

**Code** means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2022* (WA) which deals with matters including marketing, payment, billing, connection, disconnection and reconnection, *financial hardship*, family violence, *life support equipment*, information provision and service standard payments.

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

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

**contestable customer** means a *small use customer* who uses 50MWh or more of electricity in any 12-month period.

**Customer Transfer Code** means the *Electricity Industry Customer Transfer Code 2016* (WA).

**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 *Electricity Industry 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*.

**Electricity Industry Ombudsman** has the same meaning as the Code.

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

**electricity supply equipment** means the *meter* (if any) for the *premises* and all wiring, apparatus and other equipment or works located upstream from the point that electricity leaves that *meter* or, if there is no *meter* for the *premises*, upstream from the connection point for the *premises* and which are used by us or by *Western Power* for, or in connection with, the supply of electricity and any wiring, apparatus or other equipment or works belonging to us or *Western Power* located downstream of the point that electricity leaves the *meter* for the *premises* or, if there is no *meter* for the *premises*, downstream of the connection point for the *premises* which are used by us or by *Western Power* for, or in connection with, the supply of electricity.

**electronic means** includes email, SMS or any other internet based contact or communication channel.

**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 at power stations or elsewhere, insufficient volumes of electricity or any other problem with a distribution system

or the electricity transmission system (as each are defined in section 3 of the *Electricity Industry Act 2004* (WA)) 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** in relation to a *residential customer*, means a state of long-term financial disadvantage as a result of which the customer is unable to pay any outstanding amounts as required by *us* without affecting the customer's ability to meet their basic living needs or those of a dependant of the customer.

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

**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).

**life support equipment** has the meaning given to that term in the *Code*.

**life support equipment address** means a *premises* registered as requiring *life support equipment* in accordance with *our* obligations under the *Code*.

**meter** means the *Western Power meter* that records electricity consumption at the *premises*.

**non-contestable customer** means a *small use customer* who uses less than 50MWh of electricity in any 12 month period.

**payment plan** means an interest and fee-free plan or

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 electricity is to be supplied to *you* under this *agreement*, and as amended from time to time pursuant to clause 19(a) of this *agreement*.

**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 (including, for example, any service standard payments that may be payable to *you* under the *Code*); 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.

**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 *small use customer* who consumes electricity solely for domestic use.

**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.

**service standard payment** means a payment required to be made to a *small use customer* under Part 14 of the *Code*.

**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*.

**small use customer** means a *business customer* or a *residential customer* who consumes less than 160MWh of electricity in any 12 month period.

**solar PV system** means a solar photovoltaic (PV) system that is composed of one or more solar panels combined with an inverter and other electrical and mechanical hardware that use energy from the sun to generate electricity.

**standard electricity plan** means a Synergy plan or product for the supply of electricity that is published and generally available to small use customers which sets out the tariffs, fees and charges applicable to the supply of electricity under the plan or product, is governed by these terms and conditions 'Synergy's Standard Electricity Agreement' and may be subject to eligibility criteria. The *standard electricity plan* under which you are supplied electricity under this *agreement* may be changed as provided for in this *agreement*.

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

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

**Western Power** means the Electricity Networks Corporation ABN 18 540 492 861.

**your equipment** means all wiring, apparatus and other equipment or works located at the *premises* which are used for, or in connection with, the supply or consumption of electricity, except any *electricity supply equipment*.

## 26.2 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, corporate or unincorporated;
- (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 Australian Western 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).

# Our commitment to serve you well

We may supply your energy but what we're really here for is to help you get the most out of it. That means giving you the best possible service. If you have any feedback or ways we can help you better, we'd love to hear them.

Visit us online at [synergy.net.au/contact](https://www.synergy.net.au/contact)

Give us a call:

- **13 13 53** for residential customers.  
Monday to Friday between 7am and 7pm AWST, excluding public holidays.
- **13 13 54** for business customers.  
Monday to Friday between 8am and 5pm AWST, excluding public holidays.
- **(08) 6212 2222** for calls outside Western Australia.
-  **TTY 13 36 77**  
if you have hearing or speech difficulties.  
Monday to Friday between 7am and 7pm AWST, excluding public holidays.
-  **TIS 13 14 50**  
for telephone interpretation services.

Or you can write to us:

- **Customer Services**  
**Synergy**  
**GPO Box K851**  
**Perth WA 6842**