



Alinta

Electricity Supply

Standard Form Contract

Terms & Conditions

Alinta Sales Pty Ltd

ABN: 92 089 531 984

Address: Level 1, 1 William Street, Perth WA 6000

Fax: [08] 9486 3366 or 1800 651 161

Email: customer.services@alinta.net.au

NOTICE IF THIS IS AN UNSOLICITED CONSUMER AGREEMENT

[Guidelines about whether this is an unsolicited consumer agreement are set out on the following page.]

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.

[Date]

[Signature of customer]

[Name of customer]

Please retain this document for your records.

FURTHER INFORMATION ABOUT UNSOLICITED CONSUMER AGREEMENTS

The Australian Consumer Law sets out when an agreement is an “unsolicited consumer agreement”. If you would like more information about unsolicited consumer agreements, you should speak to the Australian Competition and Consumer Commission. If you would like advice about whether your agreement with Alinta is an unsolicited consumer agreement, you should speak to a lawyer.

For your information, we have set out the following guidelines about when an agreement may be an unsolicited consumer agreement.

Guidelines about when your agreement with Alinta may be an unsolicited consumer agreement.

- [1] This agreement may be an unsolicited consumer agreement if it is made as a result of negotiations between you and Alinta:
 - [a] in each other's presence at a place other than Alinta's business or trade premises or by telephone; and
 - [b] you did not invite Alinta to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of the goods or services supplied under this agreement [whether or not you made such an invitation in relation to a different supply].
- [2] You are not a consumer, and this agreement is not an unsolicited consumer agreement, if you acquired the goods, or held yourself out as acquiring the goods:
 - [a] for the purpose of re-supply; or
 - [b] for the purpose of using them up or transforming them, in trade or commerce:
 - [i] in the course of a process of production or manufacture; or
 - [ii] in the course of repairing or treating other goods or fixtures on land.
- [3] The Australian Consumer Law and the regulations supporting it set out other circumstances in which an agreement may be an unsolicited consumer agreement and also provide a number of exceptions and further detail relating to the above information.

CONTENTS

1	WHAT THESE TERMS AND CONDITIONS ARE ABOUT	2	19	IF THINGS HAPPEN BEYOND OUR CONTROL	13
2	WE WILL SELL YOU ELECTRICITY	2	20	WE CAN CHANGE THESE TERMS AND CONDITIONS	13
2.1	Electricity supply	2	20.1	How we can change these terms and conditions	13
2.2	Service standards	2	20.2	If you don't like the changed terms and conditions	14
3	PRICES AND FEES	2	21	WHEN YOUR ELECTRICITY CAN BE TURNED OFF, AND WHEN IT WILL BE TURNED ON AGAIN	14
3.1	You must pay us the price for the supply of electricity	2	21.1	Unpaid bills	14
3.2	You must also pay fees	2	21.2	Not allowing access to the meter	15
3.3	We can change the price and the fees	3	21.3	Emergencies	15
4	CUSTOMER SCHEDULE	3	21.4	Health or safety reasons	15
5	HOW WE CALCULATE THE QUANTITY OF ELECTRICITY YOU HAVE USED	3	21.5	Legal requirement	16
5.1	Metering	3	21.6	Planned maintenance	17
5.2	You can ask for a meter test	4	21.7	Unauthorised use of electricity	17
6	WE CAN BASE YOUR BILL ON ESTIMATES OF YOUR ELECTRICITY USE	4	21.8	Refundable advance	17
7	HOW WE WILL BILL YOU	5	22	WHEN YOUR ELECTRICITY CANNOT BE TURNED OFF	17
7.1	When bills are issued	5	23	IF YOU HAVE BEEN DISCONNECTED, THE METER CAN BE REMOVED OR PHYSICALLY DISCONNECTED	18
7.2	How bills are issued	5	24	WHEN YOUR ELECTRICITY WILL BE TURNED BACK ON	18
7.3	Contents	5	25	ENDING THE CONTRACT	19
7.4	Historical debt	5	25.1	You can end the contract	19
8	PAYING YOUR BILL	5	25.2	We can end the contract	20
8.1	You must pay your bill	5	25.3	When the contract ends	20
8.2	Absence or illness	6	25.4	What happens when the contract ends	20
8.3	If you don't pay your bill	6	26	YOU MUST NOT ASSIGN THE CONTRACT	21
8.4	If you are having trouble paying	6	27	WE CAN ASSIGN THE CONTRACT	21
8.5	Interest rate	7	28	DURATION	21
8.6	Review of bill	7	29	CONFIDENTIALITY	21
9	IF WE UNDERCHARGE OR OVERCHARGE YOU	7	30	PROTECTION FOR US [EXCLUSION CLAUSE]	22
9.1	Undercharging	7	31	NETWORK OPERATOR	22
9.2	Overcharging	7	32	SPECIAL CONDITIONS	22
10	INFORMATION AVAILABLE TO YOU	8	33	SUPPLIER OF LAST RESORT	23
11	THINGS YOU MUST TELL US OR THE NETWORK OPERATOR	8	34	GST	23
12	THINGS YOU MUST NOT DO	8	35	INTERPRETATION	23
13	COMPLAINTS	9	35.1	Definitions	23
14	NETWORK EQUIPMENT AND YOUR EQUIPMENT	9	35.2	How we publish things	27
15	YOU MUST ALLOW ACCESS TO THE SUPPLY ADDRESS	9	35.3	Simple English	27
16	MOVING INTO THE SUPPLY ADDRESS	10	35.4	Other rules of interpretation	27
16.1	New electricity connection	10	35.5	Miscellaneous	28
16.2	Existing electricity connection	10	36	CONTACT DETAILS	30
16.3	Security	11		NOTICE UNDER SECTION 79 AND 82 OF AUSTRALIAN CONSUMER LAW	33
17	MOVING OUT OF THE SUPPLY ADDRESS	12			
18	IF THINGS HAPPEN BEYOND YOUR CONTROL	13			

1. WHAT THESE TERMS AND CONDITIONS ARE ABOUT

These are the terms and conditions forming part of the legally binding *contract*¹ for us to sell you electricity at the *supply address*, and for you to pay us for that electricity.

Subject to all relevant laws, these terms and conditions set out our rights and obligations and your rights and obligations regarding that sale.

The *customer schedule* explained in clause 4, also forms part of your *contract* with us.

2. WE WILL SELL YOU ELECTRICITY

2.1 Electricity supply

Subject to all relevant laws, we will sell you electricity on these terms and conditions.

Subject to availability and the capabilities of your *equipment* and the *network equipment*, you can use as much electricity as you want. The size of the *meter* may also be something that limits the rate at which you can use electricity. If you require, we can arrange to have a larger *meter* installed [sometimes at extra cost to you].

These terms and conditions allow us to arrange for your electricity supply to be turned off or reduced in some situations.

2.2 Service standards

We will supply electricity to you in accordance with the standards of service set out in:

- [a] the *relevant regulations* and the *relevant codes*; and
- [b] our obligations under all relevant laws.

3. PRICES AND FEES

3.1 You must pay us the price for the supply of electricity

You must pay us the *price* for the electricity we supply to you under the *contract*.

If a *price* is set out in the *customer schedule*, then you will pay us that *price*. If a *price* is not set out in the *customer schedule*, then you will pay the *price* determined by us from time to time and *published* by us [see clause 35.2 about how we *publish* things].

The *price* will be no more than the maximum amount permitted by regulations made under the *Electricity Industry Act 2004* [WA] [if any].

3.2 You must also pay fees

You must pay any *fees* which apply to you, in addition to the *price*. We can charge you the following *fees*:

- [a] account application; and
- [b] *meter* testing [see clause 5.2]; and
- [c] overdue notices [see clause 8.3]; and
- [d] final *meter* readings [see clause 17]; and
- [e] turning off your electricity in some circumstances [see clauses 21.2, 21.4 and 21.7]; and

- [f] turning your electricity back on in some circumstances [see clauses 21.1, 21.2, 21.4, 21.7 and 21.8]; and
- [g] removing or physically disconnecting the *meter* [see clause 23]; and
- [h] replacing or physically reconnecting the *meter* [see clause 23]; and
- [i] other non-standard connection costs.

We can charge other *fees* as well.

We will *publish* the *fees* [see clause 35.2 about how we *publish* things].

3.3 We can change the price and the fees

Unless a *price* is set out in the *customer schedule*, we can from time to time and at our discretion change the *price* you must pay for the electricity we supply you. We can also change any *fee*, and add new *fees* or remove *fees*, from time to time. When we do so, we will publish the changed *price* or *fee*, or the new *price* or *fee*, and the date from which the change commences [see clause 35.2 about how we *publish* things].

The *price* or *fee* will change on the *published* date.

4. CUSTOMER SCHEDULE

The *customer schedule* will be provided to you.

The *customer schedule* contains information including:

- [a] your name; and
- [b] your contact details; and
- [c] the *supply address*; and
- [d] details of some of the *network equipment* used to transmit or measure electricity for transfer to you including your *meter* number and NMI; and
- [e] the *price*; and
- [f] the *supply date*.

If agreed with you, the *customer schedule* may also amend these terms and conditions in relation to:

- [a] your billing cycle; and
- [b] due dates for payments to us; and
- [c] minimum payment methods; and
- [d] payment in advance; and
- [e] pricing; and
- [f] your moving out of a *supply address*; and
- [g] reconnection arrangements; and
- [h] the *contract term*.

If any of those terms and conditions are amended by the *customer schedule*, then this *contract* will be a non-standard contract for the purpose of the *Code*.

5. HOW WE CALCULATE THE QUANTITY OF ELECTRICITY YOU HAVE USED

5.1 Metering

The *meter* measures the quantity of electricity you use.

¹ In this document we use *italics* to show you that some terms are defined in clause 35.

The *network operator* will read *your meter* and we will bill *you* according to the quantity of electricity *you* used.

The reading on *your meter* is conclusive evidence of the quantity of electricity *you* have used, unless there is a metering inaccuracy.

If we or the *network operator* find that the *meter* is inaccurately measuring the quantity of electricity *you* use, we can arrange for the *meter* to be changed. There is no *fee* for this change.

Clause 9 explains what will happen if we undercharge *you* or overcharge *you*.

5.2 You can ask for a meter test

You can ask to have *your meter* tested, to ensure it is measuring accurately. If it is measuring accurately, *you* must pay a *meter testing fee*. If it is not measuring accurately:

- [a] *you* do not need to pay a *meter testing fee*; and
- [b] the *network operator* will decide whether the *meter* needs to be repaired or replaced; and
- [c] clause 9 explains how we will deal with any undercharging or overcharging caused by the inaccurate *meter*.

There is no *fee* for having an inaccurate *meter* repaired or replaced, unless *you* have damaged or interfered with the *network equipment*.

[By “accurate”, we mean measuring at least as accurately as the law requires.]

We will try to respond to *your* request for a *meter* test within 7 *business days*.

6. WE CAN BASE YOUR BILL ON ESTIMATES OF YOUR ELECTRICITY USE

If we don't have an actual *meter* reading available in time to prepare *your* bill [for example, if it wasn't possible to access *your meter* to read it] and it is reasonable for us to do so, we can use estimates of the quantity of electricity *you* use. If we use estimates, then:

- [a] we will say on *your* bill that we have done so;
- [b] we will tell *you* on request:
 - [i] the basis of the estimation; and
 - [ii] the reason for the estimation; and
- [c] *you* may request:
 - [i] a verification of a *meter* reading; and
 - [ii] a *meter* reading.

Unless the estimate was used to produce a final bill, when accurate information becomes available, we will [if necessary] include a correction in *your* next bill so that *you* are not overcharged or undercharged.

If we use estimates in *your* bill because *you* have failed to provide access to *your meter* and later *you* request us to replace *your* bill with a bill based upon an actual *meter* reading, we will do so if *you* allow the *network operator* to access *your meter* and if *you* pay us a reasonable charge.

Wherever the *contract* refers to a *meter* reading, it includes an estimation under this clause.

7. HOW WE WILL BILL YOU

7.1 When bills are issued

We can decide how often we bill *you* and can change how often we bill *you*. However, we will not bill *you* more frequently than once a month [except in the case of shortened billing cycles] or less frequently than once every 3 months.

Before *your* first bill we will indicate how frequently we will bill *you*.

In certain circumstances we may be permitted to place *you* on a shortened billing cycle, which means *you* may have to pay *your* bills more frequently. These circumstances are described in clauses 4.1 and 4.2 of the *Code*. Once on a shortened billing cycle, if *you* pay three consecutive bills by the due date of each bill, *you* can request to be placed back on *your* original billing cycle.

7.2 How bills are issued

We will issue *your* bill to *you* at the *supply address* unless *you* have nominated another address.

7.3 Contents

Each bill will show the information required to be included in accordance with clause 4.5[1] of the *Code*, other than the information in clause 4.5[1][a] and [bb] of the *Code*, which *you* agree the bill is not required to show.

7.4 Historical debt

If we identify an *historical debt*, and we decide to bill *you* for that debt, we will advise *you* of:

- [a] the amount of the *historical debt*; and
- [b] the basis of the *historical debt*, before, with or on *your* next bill.

8. PAYING YOUR BILL

8.1 You must pay your bill

For each bill, *you* must pay the full amount payable by the due date. We will give *you* options as to how *you* can pay *your* bill. The bill will show the options available, which include:

- [a] paying in person; and
- [b] paying by mail; and
- [c] paying by Centrepay; and
- [d] paying by direct debit; and
- [e] paying by BPay; and
- [f] paying by credit card over the telephone and online.

If *you* request, *you* can also make payments to us in advance.

The minimum amount *you* can pay in advance is \$20.

You will not be paid any interest on a payment made to us in advance.

8.2 Absence or illness

If *you*:

- [a] are a *residential customer*; and
- [b] are unable to pay using the methods outlined in clause 8.1 above:
 - [i] due to illness; or
 - [ii] because *you* are going on holidays or will be away from home for a long period,

then *you* can request *us* to send *your* bills to another person.

We will not charge *you* a *fee* for this.

Even though *we* send the bill to another person, *you* are still responsible if the bill is not fully paid.

8.3 If you don't pay your bill

If *you* don't pay the full amount payable by the due date:

- [a] *we* can charge *you* interest on the amount *you* haven't paid [clause 8.5 explains how *we* set the interest rate]; and
- [b] *we* can turn off *your* electricity [clause 21.1 explains how *we* can turn off *your* electricity in this case]; and
- [c] *we* can charge *you* a *fee* for each overdue notice *we* send *you*. *We* must charge *you* consistently with clause 5.6 of the *Code*.

If *you* pay by cheque and the cheque is dishonoured or reversed [this is often called "bounced"], and as a result *we* have to pay bank fees, *you* must reimburse *us* for those fees and also pay *us* an administration *fee*.

If *you* still haven't paid *your* bill in full after 2 overdue notices, *we* can refer *your* debt to a debt collection agency. If *we* do, *you* must pay the agency's fees and any reasonable legal costs incurred in recovering *your* debt.

8.4 If you are having trouble paying

If *you* can't afford to pay *your* bills that *you* owe *us*, *you* should let *us* know as soon as possible.

If *you* are a *business customer*, and *you* can't afford to pay *your* bills that *you* owe *us*, *we* will consider any reasonable request for alternative payment arrangements.

If *you* are a *residential customer* and *you* inform *us* that *you* cannot afford to pay *your* bills that *you* owe *us*, *we* will:

- [a] assess whether *you* are experiencing *payment difficulties* or *financial hardship* within 3 *business days*; and
- [b] advise *you* of the details of *our* assessment on request.

If *you* are a *residential customer* and *we* assess that *you* are experiencing *payment difficulties* or *financial hardship*, *we* will provide *you* with the assistance set out in Part 6 of the *Code*.

If *you* are a *residential customer* and *you* ask *us* to do so, *we* will give *you* details of *our* hardship policy at no charge. If *we* make an assessment that *you* are experiencing *financial hardship* and *you* are a *residential customer*, *we* will waive any late payment *fees* that *we* have charged *you* on *your* last bill prior to the assessment being made.

8.5 Interest rate

The interest rate *you* pay on amounts *you* haven't paid *us* will be the standard interest rate *we* *publish* for customers paying the *price you pay*. *We* can change the standard interest rates from time to time, and when *we* do *we* will *publish* the change [see clause 35.2 about how *we* *publish* things].

8.6 Review of bill

You can ask *us* to review *your* bill. Before *we* will review *your* bill, *you* must pay *us*:

- [a] the portion of the bill that *you* have asked *us* to review which *you* and *we* agree is not in dispute; or
- [b] an amount equal to the average amount of *your* bills over the previous 12 months [excluding the bill that *you* have asked *us* to review],

whichever is less. If *we* review *your* bill, *we* must inform *you* of the outcome of the review as soon as *we* can and no later than 20 *business days* after *you* ask *us* to review *your* bill.

If *we* review *your* bill and *we* are satisfied that *your* bill is correct, *we*:

- [a] may require *you* to pay the unpaid amount; and
- [b] must tell *you* that *you* may request that *we* arrange a test of the *meter*; and
- [c] must tell *you* about *our* complaints handling processes and any external complaints handling processes.

If *we* review *your* bill and *we* are satisfied that *your* bill is incorrect, *we* will adjust *your* bill in accordance with clauses 9.1 and 9.2.

9. IF WE UNDERCHARGE OR OVERCHARGE YOU

9.1 Undercharging

If *we* undercharge *you* because of an error caused by *us* or the *network operator*, including a *meter* error, then *we* can ask *you* to make a correcting payment, but:

- [a] the correcting payment will only relate to errors for [at most] the 12 months before *we* notified *you* that *we* had undercharged *you*; and
- [b] *we* will show the correcting payment as a separate item in *your* bill, with an explanation; and
- [c] *we* will not charge *you* interest on the correcting payment or require *you* to pay a *fee* if *you* make payment by the due date.

You can pay the correcting payment by instalments. *We* will not charge *you* interest on these instalments, if *you* make payment by the due date.

Clause 21.7 explains what happens if *we* undercharge *you* because of fraud, or because *you* have breached the *contract* [for example, by bypassing the *meter*].

9.2 Overcharging

If *we* overcharge *you*, then:

- [a] *we* will do *our* best to tell *you* within 10 *business days* after *we* discover the overcharging; and

- [b] we will give *you* a correcting refund; and
 - [c] we will not pay *you* interest on the correcting refund.
- If the amount *we* overcharged *you* is more than \$45, *you* can choose whether *you* want the correcting refund as:
- [a] a credit to *your* account; or
 - [b] a payment to *you*.
- Otherwise *we* will credit the correcting refund to *your* account.

10. INFORMATION AVAILABLE TO YOU

If *you* request it, *we* will supply *you* with:

- [a] a copy of the *Code*; and
- [b] a copy of the *fees* and *prices* payable under the *contract* and, if any, other *prices* that may be available to *you* at the time of *your* request; and
- [c] a copy of the *contract*; and
- [d] information on the types of *concessions* available if *you* are a *residential customer*; and
- [e] general information on energy efficiency, how *you* may arrange for an *energy efficiency audit* at *your supply address* and the typical running costs of major domestic appliances; and
- [f] information relating to the distribution of electricity.

Unless a law requires *us* to provide the information free of charge, *we* can ask *you* to pay a reasonable charge.

11. THINGS YOU MUST TELL US OR THE NETWORK OPERATOR

You must tell *us* as soon as possible:

- [a] if there is a change in the person responsible for paying *your* bills; or
- [b] if there is a change in *your* billing address or contact details; or
- [c] if *you* change the way *you* use electricity [for example, if *you* are a *residential customer* and wish to use electricity for a non-residential use].

You must tell the *network operator* as soon as possible:

- [a] if *you* change something at the *supply address* which makes access to the *meter* more difficult; or
- [b] if *you* are planning a change to *your equipment* which might affect the quality or safety of any electricity supply to *you* or anyone else; or
- [c] if *you* become aware of any problem with the *network equipment* at or reasonably close to the *supply address*.

12. THINGS YOU MUST NOT DO

You must not tamper with or bypass or otherwise interfere with the *meter*, or allow anyone else to do so.

You must not, without *our* permission, turn *your* electricity back on at the *meter* if it has been turned off by *us* or the *network operator*.

13. COMPLAINTS

We will manage any complaint by *you* in accordance with *our* complaints handling process, which complies with Australian Standard on Complaints Handling [AS ISO 10002 – 2006].

You may make a complaint to *us* about anything *we* have done or have failed to do. If *you* are not satisfied with *our* response, *you* can raise the complaint to a higher level within *our* organisation.

If *you* are not satisfied with *our* handling of *your* complaint, *you* may refer the complaint to the *electricity ombudsman*.

If *you* request *us* to do so, *we* will give *you* details of *our* Complaints Handling Process at no charge.

14. NETWORK EQUIPMENT AND YOUR EQUIPMENT

The *network operator* is responsible for the operation of the *network equipment*, including responding to faults in the *network equipment* and will inspect and look after *network equipment*.

You must:

- [a] inspect and look after *your equipment*, and
- [b] keep *your equipment* in good working order and good condition; and
- [c] not let anyone other than the holder of an electrical worker's licence granted under the *Electricity [Licensing] Regulations 1991 [WA] work on your equipment*; and
- [d] not damage or interfere with *network equipment*; and
- [e] not use electricity in a way that interferes with *network equipment* or with the supply of electricity to anyone else, or in a way that causes loss to anyone else.

15. YOU MUST ALLOW ACCESS TO THE SUPPLY ADDRESS

You must let *us* or the *network operator* have safe and unrestricted access to the *supply address* when *we* or the *network operator* need it:

- [a] to read the *meter*, or
- [b] to inspect or *work* on any *network equipment*, or
- [c] to turn off *your* electricity supply if *we* or the *network operator* think it necessary; or
- [d] to inspect *your equipment* [although *we* are under no obligation to do so]; or
- [e] [at any reasonable time] for any other reason having to do with the *contract*.

We will give *you* notice before *we* come onto the *supply address*, except:

- [a] for a routine *meter* reading or *meter* replacement; or
- [b] in an emergency; or
- [c] if *we* suspect electricity is being used illegally at the *supply address* [for example, if *we* suspect that *you* are bypassing *your meter*].

Subject to *relevant regulations* and *relevant codes*, *we* will usually give *you* at least 24 hours notice before *we* come onto the *supply address*.

A person coming onto the *supply address* on *our* behalf must show *you* official identification that he or she is *our* agent.

16. MOVING INTO THE SUPPLY ADDRESS

16.1 New electricity connection

You must apply to *us* before *we* will supply electricity to a *supply address* without an existing connection. *We* do not have to supply electricity to *you* unless:

- [a] adequate electricity supply is available at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] a *meter* is installed at the *supply address* and available for *our* use; and
- [d] any other requirements under *relevant regulations* are met and the *network operator* can provide electricity supply to *you*, and undertake the new connection.

If the above conditions are met, *we* will do *our* best to arrange for the *network operator* to connect *you* to a new electricity connection at a new *supply address* within the usual period required by the *network operator* or at a later time agreed with *you*, where:

- [a] *you* have applied and provided *us* with acceptable identification; and
- [b] if *you* are a *residential customer* and the *supply address* is a rental property, *you* have provided *us* with contact details of the property's owner or agent; and
- [c] *you* have agreed to pay all relevant *prices* and *fees*; and
- [d] *you* have provided *us* with contact details for billing; and
- [e] *you* have provided *security* if *we* have required it [see clause 16.3 below]; and
- [f] *you* have no outstanding debt relating to the supply of electricity by *us* [other than debt which is either the subject of a dispute or for which *we* have agreed to an alternative payment plan with *you*]; and
- [g] *you* have arranged for *us* to be provided with any notices and other information that *we* have requested.

We will charge *you* for electricity used at the *supply address* from the date electricity is turned on at the *supply address*.

16.2 Existing electricity connection

You must apply to *us* before *we* will supply electricity to a *supply address* with an existing connection. *We* do not have to supply electricity to *you* unless:

- [a] adequate electricity supply is available at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] a *meter* is installed at the *supply address* and available for *our* use; and
- [d] any other requirements under *relevant regulations* are met.

If the above conditions are met, *we* will do *our* best to arrange for *you* to be connected either within one *business day* or by another time agreed with *you*, where:

- [a] *you* have applied before 3pm on the previous day; and
- [b] *you* have provided *us* with acceptable identification; and
- [c] if *you* are a *residential customer* and the *supply address* is a rental property, *you* have provided *us* with contact details of the property's owner or agent; and
- [d] *you* have agreed to pay all relevant *prices* and *fees*; and
- [e] *you* have provided *us* with contact details for billing; and
- [f] *you* have provided *security* if *we* have required it [see clause 16.3 below]; and
- [g] *you* have no outstanding debt relating to the supply of electricity by *us* [other than debt which is the subject of a dispute or for which *we* have agreed an alternative payment plan with *you*]; and
- [h] *you* have arranged for *us* to be provided with any notices and other information that *we* have requested.

We will do *our* best to arrange for *you* to be connected in accordance with the standards maintained by the *network operator*.

We can ask *you* to pay for all electricity used at the *supply address* since the final *meter* reading was taken [clause 17 explains when the final *meter* reading is taken].

If the *network operator* does not do a final *meter* reading on the day the previous customer moved out, *we* will estimate how much electricity *you* used and how much the previous customer used. *We* will try to share the cost of electricity between *you* and the previous customer:

- [a] so that *you* and the previous customer each pay a fair share; and
- [b] so that *we* don't overcharge or undercharge *you*.

16.3 Security

We can require *you* to provide *us* with adequate *security* against *your* future electricity bills before connection to supply or continuation of supply.

We will only require *security* where:

- [a] *you* are a customer new to a *supply address* and do not have a satisfactory established account payment record in the same name at another *supply address*; or
 - [b] *you* are a customer new to a *supply address* and do not have an acceptable credit reference; or
 - [c] *your* electricity has been turned off in accordance with clause 21.1, under the *contract* or a previous contract; or
 - [d] in *our* opinion, *your* financial condition has changed increasing *your* credit risk; or
 - [e] *we* otherwise agree with *you* that *security* is required.
- We* may require the *security* as either or both:
- [a] a *payment deduction authority* for *us* to deduct payment for bills from *your* nominated credit card or bank account; or

[b] a *refundable advance*.

The amount of the *refundable advance* will be no greater than 1.5 times the average bill if *you* are on quarterly billing, and 2.5 times the average bill if *you* are on monthly billing. Average billing shall be calculated with reference to the consumption of similar customers or business types.

The *refundable advance* will be kept in a separate account and separately identified in *our* accounting records. Interest will accrue on the *refundable advance* at the bank bill rate [as defined in the *relevant regulations*]. We will advise *you* of the bank bill rate if *you* ask *us* to. Interest will accrue daily and will be capitalised every 90 days.

We will require, use and refund any *security* in a manner consistent with section 62 of the *Energy Operators [Powers] Act 1979* [WA]. If there is any inconsistency between that section and this clause, this clause will not apply to the extent of the inconsistency.

We will only use the *refundable advance* [plus any accrued interest] to offset any amount *you* owe to *us*:

- [a] if *you* have failed to pay a bill resulting in electricity being turned off at *your supply address*; or
- [b] if *you* do not pay *your* final bill; or
- [c] if *you* have failed to pay a bill but we agree to use the *refundable advance* to avoid the need to turn *your* electricity off; or
- [d] at *your* request if *you* are vacating the *supply address* or *you* ask *us* to turn electricity off at the *supply address*; or
- [e] to offset any amount *you* owe *us* if *you* transfer to another electricity supplier.

Where we use the *refundable advance* in accordance with this clause, we will provide *you* with an account of its use and pay the balance [if any] of the *refundable advance* together with remaining interest to *you* within 10 *business days*.

Where *you* have provided a *refundable advance* as *security* in accordance with this clause and *you* have completed 2 years of payment of *our* bills by the due date of the initial bill we will, within 10 *business days*, inform *you* of the amount of the *refundable advance* including any interest payable and use this to credit *your* account unless otherwise instructed by *you*.

When the *contract* ends we will, within 10 *business days*, return the balance of the *refundable advance* to *you* after deducting any amount that *you* owe *us*.

17. MOVING OUT OF THE SUPPLY ADDRESS

If *you* move out of the *supply address*, *you* must:

- [a] give *us* at least 3 *business days'* notice;
- [b] give *us* an address where the final bill can be sent.

The *network operator* will take a final *meter* reading and then we will issue *you* with a final bill. We can charge *you* a *fee* for doing this. If *you* leave the *supply address* and a new customer enters

into a contract for that *supply address*, *you* will not be required to pay for any electricity supplied after the new customer becomes obliged to pay for electricity.

If the *network operator* does not read the *meter* on the day *you* move out, we will estimate how much electricity *you* used and how much the next customer used. We will try to share the cost of electricity between *you* and the next customer so that *you* and the next customer each pay a fair share and so that we don't overcharge or undercharge *you*.

If *you* advise *us* as described in clause 17[a] above, and *you* move out of the *supply address* at the time specified in *your* notice, then we will not charge *you* for any electricity supplied after the day *you* move out. If *you* provide insufficient notice, we can ask *you* to pay for electricity consumed at the *supply address* for up to 5 days after *you* have notified *us* that *you* have moved out.

If *you* have demonstrated to *us* that *you* were evicted or otherwise required to vacate the *supply address* with notice of less than 3 *business days*, we will not require *you* to pay for electricity from the date that *you* give *us* the notice.

18. IF THINGS HAPPEN BEYOND YOUR CONTROL

You must pay *your* bill by the due date shown on the bill, even if something happens which is beyond *your* control.

If something beyond *your* control happens which makes *you* breach the *contract*:

- [a] *you* must tell *us* immediately; and
- [b] we will excuse that breach for as long as the thing beyond *your* control lasts [but *you* must still pay *us*].

19. IF THINGS HAPPEN BEYOND OUR CONTROL

The supply of electricity to *you* can be affected by events beyond *our* control. If something beyond *our* control happens which makes *us* unable to perform *our* obligations under the *contract*, *you* must excuse that failure for as long as the thing beyond *our* control lasts.

20. WE CAN CHANGE THESE TERMS AND CONDITIONS

20.1 How we can change these terms and conditions

We can change these terms and conditions without *your* consent. When we do so, we will *publish* the changed terms and conditions and the date from which the change commences [see clause 35.2 about how we *publish* things].

The terms and conditions will change on the *published* date.

Note: The standard terms and conditions can only be changed by:

- [a] any amendment; or
- [b] replacement of the terms and conditions, that is approved by the *Economic Regulation Authority* under the *Electricity Industry Act 2004* [WA].

Clause 4 sets out terms and conditions that can be changed in agreement with *you* and without the approval of the *Economic Regulation Authority*.

20.2 If you don't like the changed terms and conditions

If *you* don't agree to the changed terms and conditions of the *contract*, *you* can end the *contract*. Clause 25 explains how to do that.

21. WHEN YOUR ELECTRICITY CAN BE TURNED OFF, AND WHEN IT WILL BE TURNED ON AGAIN

21.1 Unpaid bills

If *you* haven't paid *your* bill for the *supply address* [or any previous address] in full by the due date shown on the bill, and *we* haven't agreed to an alternative payment plan for the amount *you* owe *us*, *we* can arrange for the *network operator* to turn off *your* electricity.

Before *your* electricity can be turned off for non-payment of a bill, *we* will:

- [a] give *you* [in writing]:
 - [i] a "reminder notice" at least 13 *business days* after the date the bill was issued, advising that payment is overdue and requiring *you* to pay by a specified date [at least 18 *business days* after the date the bill was issued]; and
 - [ii] if *you* then fail to pay before the date specified in the reminder notice, a "disconnection warning notice" at least 18 *business days* after the date the bill was issued, advising that *your* electricity will be turned off unless *you* pay by the date specified in the disconnection warning notice [which will be at least 5 *business days* after the *date of receipt* of the disconnection warning notice]; and
- [b] do *our* best to contact *you* personally [in person, by telephone, by electronic means or in writing].

If *you* fail to pay before the date specified in the disconnection warning notice, *we* will turn *your* electricity off 1 day after that date.

If *you* agree to an alternative payment plan, *we* can turn off *your* electricity or arrange for the *network operator* to turn off *your* electricity if *you* don't keep to that plan.

If *your* electricity is turned off for this reason and *you* either pay the amount due or agree to an alternative payment plan, *we* will arrange for the *network operator* to turn *your* electricity back on if *you* ask *us* to do so.

Otherwise, *we* will arrange for the *network operator* to turn *your* electricity back on again when *you* pay the bill in full or agree to an alternative payment plan.

We can charge *you* a *fee* for arranging for the *network operator* to turn *your* electricity back on.

If, in addition to this *contract*, *you* also have a contract with *us* for the sale of gas by *us*, and *we* issue *you*:

- [a] one bill for electricity and gas; or
- [b] separate bills at the same time for electricity and gas, *we* will not arrange for *your* electricity to be turned off for non-payment of a bill within 15 *business days* from arranging to turn off *your* gas.

21.2 Not allowing access to the meter

If *you* don't give *us* or the *network operator* safe and unrestricted access to the *supply address* to read the *meter*, *we* can arrange for the *network operator* to turn off *your* electricity. Before *your* electricity is turned off for this reason:

- [a] the *network operator* will try to access the *meter* for at least 12 consecutive months; and
- [b] *we* will give *you* 5 *business days* written notice where *we* ask *you* for access to the *supply address* for the *network operator* to read the *meter* and advise *you* that *we* can arrange for the *network operator* to turn *your* electricity off; and
- [c] *we* will give *you* a chance to give the *network operator* access by some other reasonable means; and
- [d] where appropriate, *we* will arrange for the *network operator* to inform *you* of other meters which are suitable for *your supply address*; and
- [e] *we* will do *our* best to contact *you* personally, by telephone or in writing; and
- [f] *we* will give *you* a written disconnection notice 5 *business days* before *your* electricity is actually turned off.

We can charge *you* a *fee* for arranging for the *network operator* to turn off *your* electricity.

If *your* electricity is turned off for this reason and *you* provide access to the *meter*, *we* will arrange for the *network operator* to turn *your* electricity back on if *you* ask *us* to do so. *We* can charge *you* a *fee* for arranging for the *network operator* to turn *your* electricity back on.

21.3 Emergencies

We can always arrange for the *network operator* to turn off *your* electricity without giving notice to *you* in an emergency, or if necessary to reduce the risk of fire or to comply with a law. In this case, *you* can get information on the nature of the emergency and an estimate of when electricity supply is likely to be restored by contacting the *network operator's* 24-hour emergency line.

We will do *our* best to arrange for the *network operator* to turn *your* electricity on again as soon as possible.

Nothing in the *contract* limits *our* or the *network operator's* statutory powers in relation to emergencies and safety.

21.4 Health or safety reasons

We can always arrange for the *network operator* to turn off *your* electricity for other health or safety reasons.

If the *network operator* has turned *your* electricity off for health or safety reasons, after *we* are satisfied that the problem is fixed, *we* will try to arrange for the *network operator* to turn *your* electricity on again as soon as possible.

We can charge *you* a *fee* for arranging for the *network operator* to turn off *your* electricity if the problem is *your* fault or is in *your equipment*.

We can charge *you* a *fee* for arranging for the *network operator* to turn *your* electricity back on if the problem was *your* fault or was in *your equipment*.

21.5 Legal requirement

We can arrange for the *network operator* to turn off *your* electricity for a period of time without notice to *you*, if required by law to do so. In this case, or if *we* ask *you* to use less electricity or stop using electricity, *you* must do as *we* ask.

We will only ask *you* to use less electricity or stop using electricity if it is reasonably necessary for the purposes of complying with a law, complying with a direction given by the *network operator*; or safety, operational or technical reasons.

We will do *our* best to arrange for the *network operator* to turn *your* electricity on again as soon as possible.

There is no *fee* for turning off *your* electricity or turning it back on in this case.

21.6 Planned maintenance

The *network operator* may turn off *your* electricity when it is necessary for the *network operator's* work on the *network equipment*. We will give *you* notice of this as required by any *relevant regulations*.

We will do *our* best to arrange for the *network operator* to turn *your* electricity on as soon as possible after the necessary work is completed by the *network operator*.

There is no *fee* for turning off *your* electricity or turning it back on in this case.

21.7 Unauthorised use of electricity

We can arrange for the *network operator* to turn off *your* electricity:

- [a] if *you* commit a fraud relating to *our* supply of electricity to *you* at the *supply address* or any other *supply address*; or
- [b] if *you* get electricity supplied to the *supply address* illegally; or
- [c] if *you* get electricity supplied to the *supply address* in breach of the *contract*; or
- [d] if *you* get electricity supplied to the *supply address* in breach of a *relevant code* or *relevant regulation*.

We can charge *you* a *fee* arranging for the *network operator* to turn off *your* electricity, and *we* can ask *you* to pay any reasonable costs incurred in the process of turning off *your* electricity.

In addition, *we* or the *network operator* can measure [or estimate if necessary] any *units* of electricity which *you* haven't paid for, and ask *you* to pay for those *units*.

If *we* arrange to turn off *your* electricity for this reason and *you* stop obtaining *your* electricity in the unauthorised way and pay all amounts owing, *we* will arrange for the *network operator* to turn *your* electricity back on if *you* ask *us* to do so.

We can charge *you* a *fee* for turning *your* electricity back on.

If *we* think *you* have used electricity illegally, *we* can tell the *Economic Regulation Authority*, the Director of Energy Safety or the Police [as appropriate], and give them any information *we* have in relation to *your* illegal use.

21.8 Refundable advance

We can arrange for the *network operator* to turn off *your* electricity if *you* haven't paid *your refundable advance* or provided any other *security* as required under clause 16.3. Before *your* electricity is turned off for this reason, *we* will give *you* a written disconnection notice 5 *business days* before *your* electricity is actually turned off.

If *you* pay the *refundable advance* within 10 *business days* after *we* turn *your* electricity off, *we* will turn *your* electricity back on.

We can charge *you* a *fee* for turning *your* electricity back on.

22. WHEN YOUR ELECTRICITY CANNOT BE TURNED OFF

Subject to clauses 21.3 to 21.5, *your* electricity cannot be turned off:

- [a] because *you* have failed to pay a bill if *you* have provided *us* with a written statement from an appropriately qualified medical practitioner that a person living at the *supply address* requires *life support equipment*; or
- [b] because *you* have failed to pay a bill if *you* have agreed to an alternate payment plan under clause 21 and *you* have not deviated from this plan; or
- [c] for unpaid bills where the amount outstanding is less than the average bill over the past 12 months and where *you* have agreed with *us* to pay the amount; or
- [d] where *you* have made a complaint to *us*, the *network operator*, the *electricity ombudsman* or another external dispute resolution body directly related to the reason for *your* electricity being turned off, and the complaint remains unresolved; or
- [e] for unpaid bills, where *you* have made an application for a *concession* and the application has not been decided; or
- [f] for unpaid bills, where the unpaid amount in *your* bill doesn't relate to the supply of electricity but relates to some other good or service; or
- [g] after 3pm on Monday to Thursday; or
- [h] after 12 noon on a Friday; or
- [i] on a Saturday, Sunday, public holiday or the *business day* before a public holiday except where *we* have planned to temporarily interrupt *your* supply of electricity, unless in relation to subclauses [g], [h] or [i]:
 - [j] *you* are a *business customer*; and
 - [k] *your* normal trading hours:
 - [i] fall within the time frames set out in subclauses [g], [h] or [i]; and
 - [ii] do not fall within any other time period; and
- [l] it is not practicable to arrange for *your* electricity to be turned off at any other time.

23. IF YOU HAVE BEEN DISCONNECTED, THE METER CAN BE REMOVED OR PHYSICALLY DISCONNECTED

Whenever *your* electricity is turned off under the *contract*, we can, or can arrange for the *network operator* to, remove the *meter* or physically disconnect the *meter*, at the same time *your* electricity is turned off, or at a later time.

The *fees* for turning off *your* electricity and turning *your* electricity back on can include separate *fees* for:

- [a] removing or physically disconnecting the *meter*, and;
- [b] replacing or physically reconnecting the *meter*.

We will not charge *you* these *fees* if *your* electricity is turned off under clauses 21.3, 21.5 or 21.6 and *your meter* is unnecessarily removed or physically disconnected.

24. WHEN YOUR ELECTRICITY WILL BE TURNED BACK ON

We will try to have *your* electricity turned back on according to the deadlines in the following tables [as applicable]:

In relation to *metropolitan areas*:

If you ask us to turn <i>your</i> electricity back on we will ask the <i>network operator</i> to turn <i>your</i> electricity on...	... then the <i>network operator</i> will try to have <i>your</i> electricity back on ...
before 3pm on a <i>business day</i>	on the same day	within one <i>business day</i> of receiving <i>our</i> request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 2 <i>business days</i> of receiving <i>our</i> request if the <i>network operator</i> receives <i>our</i> request after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i>
after 3pm on a <i>business day</i> , or on a day which is not a <i>business day</i>	no later than the next <i>business day</i>	within one <i>business day</i> of receiving <i>our</i> request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 2 <i>business days</i> of receiving <i>our</i> request if the <i>network operator</i> receives <i>our</i> request after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i>

[The above deadlines will not apply if the *meter* has been removed or physically disconnected.]

In relation to *regional areas*:

If you ask us to turn <i>your</i> electricity back on we will ask the <i>network operator</i> to turn <i>your</i> electricity on then the <i>network operator</i> will try to have <i>your</i> electricity back on ...

before 3pm on a <i>business day</i>	on the same day	within 5 <i>business days</i> of receiving <i>our</i> request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 6 <i>business days</i> of receiving <i>our</i> request if the <i>network operator</i> receives <i>our</i> request after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i>
after 3pm on a <i>business day</i> , or on a day which is not a <i>business day</i>	no later than the next <i>business day</i>	within 5 <i>business days</i> of receiving <i>our</i> request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 6 <i>business days</i> of receiving <i>our</i> request if the <i>network operator</i> receives <i>our</i> request after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i>

[The above deadlines will not apply if the *meter* has been removed or physically disconnected.]

25. ENDING THE CONTRACT

25.1 You can end the contract

Unless a *contract term* is stated in the *customer schedule*, *you* can end the *contract* at any time, but [unless *you* transfer to another electricity supplier under clause 25.3] *you* must give *us* at least 5 days' notice of the day *you* want the *contract* to end.

If this *contract* is an *unsolicited consumer agreement* or has been entered into as a result of *door-to-door marketing*, then *you* can end the *contract* within the *cooling-off period* by giving *us* notice that *you* want the *contract* to end.

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

- [a] electricity is not connected to the *supply address*; or
- [b] electricity is connected to the *supply address*, but no electricity is being supplied to the *supply address* by *us*; or
- [c] we are otherwise permitted by law to supply gas to *you* during the *cooling-off period*.

If *you* request *us* to supply *you* with electricity during the *cooling-off period* but end the *contract* during the *cooling-off period*, *you* must pay *us* for any electricity supplied.

Clause 25.4 explains what happens when the *contract* ends.

[There are laws, including the *Australian Consumer Law* and *relevant regulations*, that may limit *our* ability to supply *you* gas during the *cooling-off period*, except in certain circumstances.]

25.2 We can end the contract

We can end the *contract*, or arrange for the *network operator* to turn off *your* electricity, without giving notice to *you* if *you*:

- [a] become insolvent; or
- [b] go into liquidation; or
- [c] commit an act of bankruptcy; or
- [d] commit a substantial breach of the *contract* [for example, if *you* bypass your *meter* or allow electricity delivered to *your supply address* to be used at another supply address].

In those situations, *we* can end the *contract* by writing to *you* saying the *contract* is ended. Clause 25.4 explains what happens when the *contract* ends.

We can agree with *you* on alternative ways of dealing with one of these situations.

If *we* end the *contract*, or arrange for the *network operator* to turn off *your* electricity, under this clause, before *we* supply *you* electricity again *we* can require *you* to give *us* a *refundable advance*. This *refundable advance* will be incorporated as a special condition to the *contract*.

25.3 When the contract ends

If *you* enter into a different contract with *us*, the *contract* ends when the cooling-off period of the new contract ends.

If *you* enter a contract with a different electricity supplier, the *contract* ends when *you* have been transferred to the other electricity supplier in accordance with the *Electricity Industry Customer Transfer Code 2004*.

If a *contract term* is stated in the *customer schedule*, the *contract* ends immediately after the last day of the *contract term*.

Other than in circumstances included in clause 25.2, if *your* electricity is turned off under the *contract*, the *contract* won't end until *you* no longer have any right to have *your* electricity turned back on under the *contract*, law or a *relevant code*.

25.4 What happens when the contract ends

If either *you* or *us* end the *contract*, or the *contract term* has ended, on the last day of the *contract* we will:

- [a] arrange for the *network operator* to turn off *your* electricity; and
- [b] arrange for the *network operator* to take a final *meter* reading.

We will then issue *you* with a final bill.

Subject to any *relevant regulation* or *relevant code*, *we* will charge *you* a *fee* for having the *network operator* turn off *your* electricity, having the *network operator* take a final *meter* reading, and issuing a final bill.

We can arrange for the *network operator* to remove any *network equipment* at any time after the *contract* ends, and *you* must let the *network operator* have safe and unrestricted access to the *supply address* to enable it to do so.

If *you* wish to start buying electricity from *us* again, *you* will need to apply for a new contract.

Ending the *contract* does not release *you* or *us* from an obligation [such as an obligation to pay bills] which arose before the *contract* ended.

26. YOU MUST NOT ASSIGN THE CONTRACT

The *contract* is personal to *you*. *You* must not assign, transfer, subcontract or otherwise dispose of any of *your* rights or obligations under the *contract* unless *we* agree.

27. WE CAN ASSIGN THE CONTRACT

We can assign the *contract*, without notice to *you*, to any person or company who *we* believe has reasonable commercial and technical capability to perform its obligations under the *contract*. If *we* do, *we* will tell *you* about the assignment, either before or as soon as is reasonably practicable after it happens.

28. DURATION

The *contract* will come into effect when *we* accept *your* offer set out in the *customer schedule*. The *contract* will continue from that day unless *you* or *us* end the *contract*, or the *contract term* ends, under clause 25.

29. CONFIDENTIALITY

We will:

- [a] keep *your* information confidential; and
- [b] only use *your* information for business purposes [for example, for debt collection purposes or to fully investigate complaints]; and
- [c] not pass on *your* information to anyone else, except where:
 - [d] *we* have *your* prior consent; or
 - [e] disclosure is required to comply with any accounting or stock exchange requirement [such information disclosed will, as far as possible, be in an aggregated form]; or
 - [f] disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration; or
 - [g] the information is in the public domain other than by breach of this clause; or
 - [h] *we* think *you* have used electricity illegally, and where *we* may give any information *we* have, in relation to *your* illegal use, to the people set out in clause 21.7; or
 - [i] *you* have not paid *your* electricity bill, and *we* disclose information to a credit reporting agency, but *we* will not provide information about a default to a credit reporting agency if:
 - [i] *you* have made a complaint in good faith about the default and the complaint has not been resolved; or
 - [ii] *you* have requested *us* to review *your* electricity bill and the review is not yet completed.

30. PROTECTION FOR US [EXCLUSION CLAUSE]

This clause means that *you* might not be able to get compensation from *us* for some losses *you* might suffer as a result of *our* actions. The effect of this clause may be limited by law, including the *Australian Consumer Law*, in which case it has effect only as far as the law allows. In particular, if *you* are a consumer under the *Australian Consumer Law*, *we* may be taken to have given *you* certain consumer guarantees about the supply of goods or services [including electricity] to *you*. If *we* fail to comply with those guarantees, then *you* may have statutory rights under the *Australian Consumer Law* against *us*, and the limitations set out in this clause will not limit *our* liability to *you* to the extent those statutory rights apply.

Despite anything else the *contract* says, and despite anything outside the *contract* [other than applicable laws], *we* will only ever be liable to *you* for direct damage. *We* will not in any circumstances be liable to *you* for indirect damage, including [but not limited to]:

- [a] indirect loss; or
- [b] consequential loss; or
- [c] business interruption loss; or
- [d] lost profits; or
- [e] loss of an opportunity; or
- [f] *your* liability to other people under contracts or otherwise.

Subject to any applicable provisions of the *Australian Consumer Law*, *we* do not make any agreement with *you* that the electricity supplied to *you* will be of any particular quality or free from surges. As set out in clause 31, *we* supply electricity but don't own or operate the *SWIS*. As a result, the electricity supplied to *you* may not be free from surges, disruptions or fluctuations, and may fluctuate in quality from time to time.

31. NETWORK OPERATOR

We supply electricity, but don't own or operate the *SWIS*. The *SWIS* is operated by the *network operator*.

Where the *contract* refers to *us* or the *network operator* doing something [such as turning off *your* electricity supply, or having access to the *supply address*, or inspecting, looking after or reading the *meter*], it will often be the *network operator* that does so in *our* place.

We will try to make sure that the *network operator* does anything that these terms and conditions oblige *us* to do, but which in fact can only be done by the *network operator*. Ultimately, doing those things will depend on how quickly the *network operator* completes the *work* and is beyond *our* control.

32. SPECIAL CONDITIONS

Any special conditions which *we* agree with *you* can add to, or change, these terms and conditions. Nothing in the *contract* obliges *you* to agree to any special conditions.

33. SUPPLIER OF LAST RESORT

A *last resort supply plan* may come into effect if *our retail licence* is:

- [a] cancelled; or
- [b] revoked or is not renewed; or
- [c] surrendered.

If this happens, *you* will be entitled to be supplied with electricity by the *supplier of last resort*.

Despite anything else contained in this *contract*, if a *last resort supply plan* comes into operation, this *contract* will cease to operate on the day that *you*:

- [d] are transferred to the *supplier of last resort* under the *last resort supply plan*; or
- [e] if the *last resort supply plan* permits, transferred to another retailer of electricity.

34. GST

Unless *we* state otherwise, the *price* is GST exclusive.

In addition to the *price* payable by *you* to *us*, *you* must pay to *us* an amount equal to any GST *we* are liable for on any supply by *us* under this *contract*.

You must pay to *us* amounts for GST, without deduction or set off of any other amounts, at the same time and on the same basis as *you* pay the *price* [or the first part of it if *we* agree to *your* paying the *price* by instalments].

35. INTERPRETATION

35.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

"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]; and

"basic living needs" includes:

- [a] rent or mortgage;
- [b] other utilities [eg gas, phone and water];
- [c] food and groceries;
- [d] transport [including petrol and car expenses];
- [e] childcare and school fees;
- [f] clothing; and
- [g] medical and dental expenses; and

"business customer" means a customer who is not a *residential customer*; and

"business day" means a day which is not a Saturday, Sunday or public holiday in Western Australia; and

"change in personal circumstances" includes:

- [a] sudden and unexpected disability, illness or injury to the *residential customer* or a dependant of the *residential customer*;

[b] loss of or damage to property of the *residential customer*; or

[c] other similar unforeseeable circumstances arising as a result of events beyond the control of the *residential customer*; and

“**Code**” means the Code of Conduct for the Supply of Electricity to Small Use Customers, as approved by the Minister with respect to the initial Code or by the *Economic Regulation Authority* for any amendments under section 79 of the *Electricity Industry Act 2004* [WA]; and

“**concession**” means a concession, rebate, subsidy or grant related to the supply of electricity available to *residential customers* only; and

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

“**contract term**” means the duration of this *contract* that *you* have agreed with *us*; and

“**cooling-off period**” means:

[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*; and

“**customer schedule**” has the meaning given to it in clause 4 of this *contract*; and

“**date of receipt**” has the meaning given in clause 1.5 of the *Code*; and

“**door-to-door marketing**” means the marketing practice under which -

[a] a *marketing representative* -

[i] goes from place to place;

[ii] makes telephone calls; or

[iii] uses electronic means, seeking out persons who may be prepared to enter, as customers, into contracts; and

[b] the *marketing representative* or some other marketing representative then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts;

“**Economic Regulation Authority**” means the body established by the *Economic Regulation Authority Act 2003* [WA]; and

“**electricity ombudsman**” means the ombudsman appointed under the scheme initially approved by the Minister or by the *Economic Regulation Authority* for any amendments under section 92 of the *Electricity Industry Act 2004* [WA]; and

“**energy efficiency audit**” has the same meaning given in clause 1.5 of the *Code*; and

“**fee**” means a fee other than a *price*; and

“**financial hardship**” means a state of more than immediate financial disadvantage, which results in a *residential customer* being unable to pay outstanding amounts owed to *us* without affecting the *residential customer's* ability to meet their *basic living needs* or those of their dependants; and

“**historical debt**” means an amount outstanding for the supply of electricity to *you* at *your previous supply address* or addresses; and

“**last resort supply plan**” means a plan that meets the requirements of section 69 of the *Electricity Industry Act 2004* [WA]; and

“**life support equipment**” has the meaning given in clause 1.5 of the *Code*; and

“**local newspaper**” for any place, means a newspaper circulating throughout Western Australia or in a part of Western Australia that includes that place; and

“**marketing representative**” has the meaning given to that term by the *Code*; and

“**meter**” means the equipment installed [or which will be installed] at the *supply address* to measure the quantity of electricity *you* use; and

“**metropolitan area**” means:

[a] the region described in the Third Schedule to the *Planning and Development Act 2005* [WA] [which essentially depicts the Perth metropolitan area];

[b] the local government district of Mandurah;

[c] the local government district of Murray; and

[d] the townsites, as constituted under section 26 of the *Land Administration Act 1997* [WA], of:

[i] Albany;

[ii] Bunbury;

[iii] Geraldton;

[iv] Kalgoorlie;

[v] Karratha;

[vi] Port Hedland; and

[vii] South Hedland; and

“**network equipment**” means the *meter* and any electrical facilities or other equipment used to transmit or measure electricity for transfer to *you*, before the point where electricity is transferred from the *meter*, and is not *your* property; and

“**network operator**” means the operator of the *SWIS* from time to time and includes its employees, subcontractors, agents and successors in title; and

“**payment deduction authority**” means a verifiable consent authorising *us* to deduct monies from a customer's nominated credit card or bank account in payment of energy bills; and

“payment difficulties” means a state of immediate financial disadvantage that results in a *residential customer* being unable to pay an outstanding amount owing to *us* by reason of a *change in personal circumstances*; and

“price” means the charge for selling electricity as:

- [a] set out in the *customer schedule*; or
- [b] if a charge is not set out in the *customer schedule*, then the charge determined by *us* from time to time and *published* by *us*; and

“publish” means to publish a thing in the ways set out in clause 35.2; and

“refundable advance” means an amount of money or other arrangements acceptable to *us* as security against *you* defaulting on the payment of a bill; and

“regional areas” means all areas in Western Australia other than the *metropolitan area*; and

“relevant codes” means any codes and standards applying to *our* supply of electricity to *you* under the *contract*, including [as at the date of the *contract*] the *Code* and the Australian Standard on Complaints Handling [AS ISO 10002 – 2006]; and

“relevant regulations” means any laws and regulations applying to *our* supply of electricity to *you* under the *contract*, including [as at the date of the *contract*] the *Electricity Industry Act 2004* [WA] and the *Electricity Industry [Customer Contracts] Regulations 2005* [WA]; and;

“residential customer” means a customer who uses electricity only for domestic use; and

“retail licence” means *our* retail licence under the *Electricity Industry Act 2004* [WA]; and

“security” means either a *payment deduction authority* or *refundable advance* [or other form as agreed by *us*] required by *us* as security against payment of bills; and

“supplier of last resort” means a person that supplies electricity to customers when a *last resort supply plan* comes into operation; and

“supply address” means the address to which electricity will be supplied under the *contract*; and

“supply date” means the date that *we* agree to start to supply *you* with electricity under this *contract*; and

“SWIS” means the South West Interconnected System as defined in the *Electricity Industry Act 2004* [WA]; and

“unit” means 1 kilowatt hour of electricity; and

“unsolicited consumer agreement” has the meaning given to that term in the *Australian Consumer Law*; and

“we” and **“us”** means Alinta Sales Pty Ltd [ACN 089531 984] of 12-14 The Esplanade, Perth, Western Australia, 6000, and where the context requires *our* employees, subcontractors, agents and successors in title; and

“work” includes installing, operating, maintaining, renewing and replacing any *network equipment*; and

“you” and **“your”** refers to the person to whom electricity is [or will be] supplied under the *contract*; and

“your equipment” means all electrical facilities and equipment used to transmit or use electricity after the point where electricity is transferred to *you* from the *meter*.

35.2 How we publish things

Where these terms and conditions say that *we* will *publish* a thing, *we* will:

- [a] advertise the thing in a *local newspaper*; and
- [b] place details of the thing on *our* website; and
- [c] post *you* a notice of the thing [this notice may be sent before *your* next bill, or may be sent with or printed on *your* next bill]; or
- [d] *we* will provide details in the *customer schedule* when *you* enter into this *contract*.

Where *we* are required by law to do so, *we* will also *publish* a thing by putting a notice in the Government Gazette.

The address of *our* website appears in clause 36 below and will appear on each bill.

35.3 Simple English

These terms and conditions are written in a “simple English” style. Accordingly, where:

- [a] a contract or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and
- [b] a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style,

the ideas are not to be taken to be different just because different forms of words were used.

For example:

- [a] “do *our* best” means “use best endeavours”; and
- [b] “try” means “use reasonable endeavours”; and
- [c] “end”, in relation to the *contract*, means “terminate”; and
- [d] “can” means there is a discretion as to whether the thing stated is done or not done; and
- [e] “will” and “must” both mean that the thing stated has to be done.

35.4 Other rules of interpretation

Interpretation Act

The rules of interpretation contained in the *Interpretation Act 1984* [WA] apply to the interpretation of these terms and conditions, and any special conditions under clause 32, as though the *contract* were a written law, unless the contrary intention is shown.

Use of italic typeface

The fact that italic typeface has been applied to some words, defined in clause 35 or elsewhere, is to be disregarded in interpreting these terms and conditions.

Examples

Examples do not limit the generality of a clause.

Laws, regulations, codes etc

A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.

Electronic communication

We have the ability under the *contract* to engage in electronic commerce with *you*. This means that *we* may contact or correspond with *you* using the telephone, facsimile or email details that *you* have provided. An example of that is when *we* provide bills to *you* by email. *We* may also make services or information available to *you* using *our* website. *We* won't start using electronic commerce without agreeing with *you*. *We* can set any rules about how electronic commerce is to operate and what things may be communicated electronically, and [other than where those rules are already in these terms and conditions] *we* will tell *you* how to find out what those rules are.

35.5 Miscellaneous

Applicable law

The *contract* is entered into under Western Australian law.

No waiver

A failure, delay or partial exercise of a power or right by *us* is not a waiver of that power or right, and does not preclude a further exercise by *us* of that or any other power or right under the *contract*.

Entire agreement

The *contract* constitutes the entire understanding between *you* and *us* concerning the subject matter of the *contract*. This clause operates to the extent permitted by law.

Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

Notices

Unless these terms and conditions say otherwise, a notice does not have to be in writing.

Any written notice given under these terms and conditions must be sent to the address for service in the *contract*. Notice is deemed to be given according to the following table:

In the case of...	Notice will be given...
oral communication, in person or by telephone	at time of communication
personal delivery	upon delivery
posting	2 <i>business days</i> after posting
facsimile	upon proof of transmission

36. CONTACT DETAILS

If *you* need to contact *us*, our contact details at the date of the *contract* are:

Registered office address

168 Greenhill Road
PARKSIDE SA 5063

Business address

Level 1, 1 William St
PERTH WA 6000

Postal address

GPO Box W2030
PERTH WA 6846

Telephone/facsimile/e-mail

Residential [WA] Monday to Friday 8.00am to 5.00pm

Telephone 13 13 58

Facsimile 1800 651 161

E-mail customer.services@alinta.net.au

Business [WA] Monday to Friday 8.00am to 5.00pm [WST]

Telephone 13 13 58

Facsimile 08 9486 3366

E-mail customer.services@alinta.net.au

Outside WA Monday to Friday 8.00am to 5.00pm [WST]

Telephone 1800 677 945

E-mail customer.services@alinta.net.au

Faults and Emergencies [Network Operator]

24 hours a day, 7 days a week

Telephone 13 13 51

Internet

<http://www.alinta.net.au>

Any changes to *our* contact details will be *published*.

ATTACHMENT

NOTICE IF THIS IS AN UNSOLICITED CONSUMER AGREEMENT

Your additional rights to cancel this agreement if this is an unsolicited consumer agreement

If this is an unsolicited consumer agreement, then 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:

- [a] giving us a notice personally; or
- [b] giving us or sending us a notice, in an envelope addressed to:
Alinta Sales Pty Ltd,
Level 1, 1 William St
Perth, WA, 6000; or
- [c] sending us an email to customer.services@alinta.net.au; or
- [d] sending us a fax to [08] 9486 3366,
- [e] saying that you would like to cancel the agreement.

You may use the notice **attached** 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.

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: Alinta Sales Pty Ltd

Address: Level 1, 1 William St , Perth, WA, 6000

Email address *[if any]*: _____

Fax number *[if any]*: _____

Details of goods or services supplied under the agreement:

Cost of goods or services: _____

Date of agreement: _____

Transaction number *[if any]*: _____

Section 82
Australian Consumer Law

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.



Alinta Sales Pty Ltd

ABN 92 089 531 984

Locked Bag 55 Perth WA 6849
T 13 13 58 F 08 9486 3346
customer.services@alinta.net.au

www.alinta.net.au