

Decision to approve the Regional Power Corporation (t/a Horizon Power) Standard Form Contract

23 September 2011

Economic Regulation Authority

WESTERN AUSTRALIA

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DECISION

1. Pursuant to section 51 and 52 of the *Electricity Industry Act 2004 (Act)*, the Economic Regulation Authority (**Authority**) approves the replacement standard form contract for the supply of electricity to small use customers submitted by the Regional Power Corporation (t/a Horizon Power) (**Horizon Power**).

REASONS

2. The Authority requested that Horizon Power review its standard form contract to ensure compliance with the requirements of the new Australian Consumer Law and the current version of the *Code of Conduct for the Supply of Electricity to Small Use Customers*.
3. On 21 April 2011, Horizon Power submitted a proposed replacement contract under which the licensee intends to supply electricity to its small use customers.
4. Feedback was provided to Horizon Power regarding liability limitation, unsolicited consumer agreements, price changes and unilateral variation of contract. As a result of this feedback, Horizon Power proposed a number of further changes.
5. In accordance with the Authority's *Public Consultation Guidelines – For Electricity, Gas & Water Licences and Electricity & Gas Standard Form Contracts (July 2006)*, the Authority provided a public consultation period of at least 15 business days between 26 August 2011 and 15 September 2011. No submissions were received.
6. Under the Act the Authority must not approve a standard form contract if it considers that the contract will not meet the requirements of the regulations in respect of such contracts, or will be inconsistent with the Act or any other written law, or provision of the licence.
7. The Authority has considered Horizon Power's replacement standard form contract and is satisfied that it meets the requirements of the Act and therefore approves the contract.

LYNDON ROWE
CHAIRMAN

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APPENDICES

Appendix 1 Standard Form Contract



STANDARD FORM CONTRACT

**HORIZON POWER
INTEGRATED REGIONAL LICENCE
(ABN 57 955 011 697)
STANDARD ELECTRICITY
TERMS AND CONDITIONS**

If *you* have any questions regarding *your* electricity supply, *you* can contact *us*

In writing:

Team Leader Customer Connections
Horizon Power
PO Box 1066
BENTLEY DC WA 6983

By telephone:

For billing and payment enquiries and complaints by residential customers, on 1800 267 926 during business hours

For billing and payment enquiries and complaints by business customers, on 1800 737 036 during business hours

For TTY users (hearing impaired customers) on 1800 461 499 during business hours

For customers residing outside Western Australia on 1800 232 135 during business hours

To report a fault or emergency, 24 hours a day on 13 23 51

By email:

service@horizonpower.com.au

By Internet:

www.horizonpower.com.au

1 SUPPLY OF ELECTRICITY

We will sell electricity to *you* at the *premises* in accordance with these terms and conditions. These terms and conditions apply to the sale of electricity to all customers who pay the *standard price* for electricity.

2 CODE OF CONDUCT

The *Code of Conduct* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The *Code of Conduct* is designed to protect the interests of residential and small business users.

Matters covered by the *Code of Conduct* include electricity marketing, billing, connection, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters in remote communities, information and communication, dispute resolution, record keeping and compensation payments to customers for breaches of the *Code of Conduct*.

If *you* are a customer who consumes not more than 160 megawatt hours of electricity per annum, *we* will supply electricity to *you* under this *contract* in compliance with the *Code of Conduct*. Accordingly, where these terms and conditions deal with a subject matter that is covered by the *Code of Conduct*, then *we* will act consistently with the relevant provisions of the *Code of Conduct*.

You can obtain more information about the *Code of Conduct* from *us* or the Economic Regulation Authority.

3 WHEN THE CONTRACT STARTS

If *you* have requested *us* to supply electricity over the telephone, the *contract* begins on the date that *you* accept *our* offer to supply electricity to *you*. Otherwise, the *contract* begins on the date that both *you* and *we* sign the *contract*.

4 CHARGES AND REBATES

4.1 Standard price

You must pay to *us* the *standard price* that applies to *you*.

4.2 What are standard prices?

There are two main types of *standard prices* available: residential prices and non-residential prices.

In addition, there are also different types of non-residential prices. Some examples of these are the business price, community service price and the charitable accommodation price.

Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*.

For an explanation of the *standard prices* available and the eligibility conditions applying to those *standard prices*, please visit *our* website or call *us*.

If *we* change the *standard prices*, *we* will notify *you* of the changes in the *standard prices* at least one month prior to making the change and in *your next bill*.

4.3 Which standard price do you pay?

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

The new *standard price* will be effective from the date that your meter was last read. In some cases, we may need to adjust the meter at your premises in order to provide you a different *standard price*. In that case, the new *standard price* will be effective when your meter is adjusted. Please note that there may be a separate charge for meter adjustments. For an explanation of these charges please visit our website or call us.

4.4 Eligibility conditions on standard price

You must advise us as soon as possible if you no longer meet the eligibility conditions applying to the *standard price* that you currently pay.

If we discover that you are no longer eligible to receive the price that you currently pay, then we can advise you in writing of the new *standard price* that you must pay instead of the price that you currently pay.

If you have been undercharged for your electricity supply because you were being charged at a *standard price* that you were not eligible to receive, then we can require you to pay to us the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you of the new *standard price*.

4.5 Rebates

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

4.6 Eligibility conditions on rebates

If you are no longer eligible for a *rebate*, you must advise us as soon as possible.

If we discover that you are no longer eligible for a *rebate*, then we will advise you in writing that you will not be receiving any further *rebates*. We can also require you to pay to us the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you that you will not receive the *rebate*.

5 HOW WE WILL CALCULATE YOUR ELECTRICITY USE

5.1 Meter reading

If we provide you with a bill based on estimates because you failed to provide access to the meter and you later request us to replace your estimated bill with a bill based on an actual reading of your meter, we will use our best endeavours to do so if you:

- (a) pay our reasonable charge for reading the meter; and
- (b) provide due access to the meter.

We use meter readings to prepare your bill. We will use our best endeavours to ensure that we read the meter once every *billing cycle*. However, you can agree to read the meter yourself and provide us with the meter readings. In that case, we will bill you on the basis of your meter readings.

In any event, we will ensure that we read the meter at your premises at least once every 12 months.

If we cannot reasonably base a bill on *our* reading of the *meter*, then we will provide *you* with an estimated bill based on:

- (a) *your* reading of the *meter*; or
- (b) *your* prior billing history; or
- (c) if we do not have *your* prior billing history, the average usage of electricity by those customers who we consider are in a comparable position to *you* (generally by location or usage pattern).

If we have provided *you* with an estimated bill and we subsequently obtain a *meter* reading, then *your* next bill will be adjusted to take account of that *meter* reading.

5.2 You can request a meter test

You can ask *us* to test the *meter* to ensure that it is measuring accurately and we will arrange to test the *meter* if *you* first pay to *us* a meter testing fee. If we find that the *meter* is not measuring accurately, then we will refund the meter testing fee to *you*.

If the *meter* is not measuring accurately, we will also arrange to either repair or replace the *meter* at no charge to *you*.

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

6 BILLS

6.1 When we will bill you

We will bill *you* in accordance with the *billing cycle* that we set for *our* customers from time to time. As an indication, *our billing cycle* is no more than once every one month and no less than once every three months.

6.2 Paying your bill

You must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill.

You can find out the range of payment options that *you* can choose from by referring to *your* bill, by visiting *our* website or by calling *our* customer service centre.

6.3 If you are having trouble paying

If *you* are having trouble paying *your* bills, please advise *us*. We will assess *your* request within 3 *business days* of *your* request. If *you* are a *residential customer* and we assess that *you* are having *payment difficulties* or experiencing *financial hardship*, we will:

- (a) offer *you* additional time to pay; and/or
- (b) offer *you* an interest-free and fee-free instalment plan option; and/or
- (c) allow *you* to redirect *your* bill to a third person at no charge; and/or
- (d) provide *you* with information about *concessions* and government assistance programs; and/or
- (e) provide *you* with information about independent financial counselling services and other relevant consumer representative organisations available to *you*.

If *you* are a *business customer* and *you* are experiencing *payment difficulties*, we will consider any reasonable request for alternative payment arrangements.

6.4 If you do not pay your bill

- (a) If *you* do not pay the total amount payable for any bill by the due date, then we can:
 - (1) send a *disconnection warning* to *you*; and
 - (2) subject to complying with clause 5.6 of the *Code of Conduct*, charge *you* a fee for each overdue account notice we send to *you*; and
 - (3) charge *you* interest on the amount *you* have not paid; and
 - (4) disconnect *your* electricity supply; and
 - (5) shorten *your* *billing cycle*.
- (b) If *you* do not pay the total amount payable for any bill after we send a *disconnection warning* to *you*, then we can refer *your* debt to a debt collection agency for collection and if we do so, *you* must pay any costs that we incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees).
- (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.

6.5 Billing data

If *you* consume less than 50 MWh of electricity per annum, we will give *you* the billing data for the *premises* upon request. This information will be free of charge:

- (a) for the first 2 requests that *you* make in a year if the data requested is for a period less than the last 2 years, or
- (b) if *you* request the billing data in relation to a dispute with us.

7 REVIEWING YOUR BILL

7.1 Reviewing a bill

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

In the meantime, *you* must pay to us the balance of the bill that is not being queried or an amount equal to the average amount of *your* bills over the previous 12 months (excluding the bill that *you* are querying), whichever is less. If *you* have any other bills that are due, then *you* must also pay those bills by the due dates.

If we review *your* bill, we will inform *you* of the outcome of the review as soon as we can and no later than 20 *business days* from the date we are deemed to receive *your* request for us to review *your* bill.

If we are satisfied the bill is correct, we:

- (a) may require *you* to pay the unpaid amount; and
- (b) will advise *you* that *you* can ask us to arrange a *meter test*; and
- (c) will advise *you* of our *customer complaints policy* and any external complaints handling processes.

If we are satisfied the bill is incorrect, we will adjust the bill for any undercharging or overcharging (clause 7.2 explains how we do this).

7.2 Undercharging and overcharging

- (a) If we undercharge *you* due to an act or omission by *us* (including where the *meter* has been found to be defective), we can require *you* to make a correcting payment and we will offer *you* the option to pay the correcting payment by instalments. In any event:
- (1) we will only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that we advise *you* that *you* have been undercharged; and
 - (2) we will list the correcting payment separately in *your* bill, together with an explanation of that amount; and
 - (3) we will not charge *you* interest on the correcting payment or require *you* to pay a late fee.
- (b) If we overcharge *you* due to an act or omission by *us* (including where the *meter* has been found to be defective), then:
- (1) we will use *our* best endeavours to tell *you* that we have overcharged *you* within 10 *business days* of becoming aware; and
 - (2) we will credit the amount to *your* account or *you* have the option of having the amount repaid to *you*, unless the amount is less than \$45, in which case we will credit it to *your* account; and
 - (3) we will not pay *you* interest on the amount we overcharged *you*; and
 - (4) the 12 month limit referred to in clause 7.2(a)(1) does not apply to amounts that we have overcharged *you*.

8 ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

8.1 Electricity supply equipment

The *electricity supply equipment* remains *our* property at all times and we are responsible for installing and maintaining the *electricity supply equipment*.

You must not do anything that will damage or interfere with the *electricity supply equipment* or use electricity in a way that interferes with that equipment.

“Electricity supply equipment” means the *meter* and all wiring, apparatus or other works which are located up to the point that the *meter* is attached to the *premises* and which are used for, or in connection with, the supply of electricity by *us*.

8.2 Your equipment

You are responsible for keeping *your equipment* in good working order and condition.

“Your equipment” means all wiring and other equipment located at the *premises* which are used to take supply of or consume electricity except any *electricity supply equipment*.

8.3 Prohibited activity

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*, or do anything that will prevent *us* from accessing the *electricity supply equipment*, or allow anyone else to do so; or
- (b) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.

9 MOVING PREMISES

9.1 New electricity connection

If *you* move into the *premises* and it does not already have an existing electricity connection, then *we* will sell *you* electricity from the day that *we* connect the *premises* to the network and energises the *premises*.

9.2 Existing electricity connection

If *you* move into the *premises* and it has an existing electricity connection, then *we* will charge *you* for electricity supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless *you* read the *meter* and advise *us* of the *meter* reading within 3 *business days* of the day that *you* move in.

If a final *meter* reading was not taken, *we* will estimate the amount of electricity used by the previous occupant so *we* do not overcharge or undercharge *you*.

9.3 Moving out of the premises

- (a) If *you* move out of the *premises* and no longer wish to obtain an electricity supply at the *premises*, *you* must advise *us*:
 - (1) at least 3 *business days* before *you* move out; and
 - (2) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 9.3(a), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will make a final meter reading on the day that *you* move out of the *premises* and issue a final bill to *you*. In that case, *you* are only required to pay for electricity used up to the day *you* move out of the *premises*.
- (c) If *you* have demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises* and *you* consume not more than 160 MWh of electricity per annum, *we* will not require *you* to pay for electricity consumed at the *premises* from the date that *you* advise *us* of the following:
 - (1) the date that *you* vacated or intend to vacate the *premises*; and
 - (2) a forwarding address to which a final bill may be sent.
- (d) If *you* do not advise *us* as described in clause 9.3(a), then subject to any applicable laws, *we* may require *you* to pay for electricity used at the *premises* for up to a maximum of 5 days after *you* notify *us* that *you* have moved out of the *premises*.
- (e) If *your* final bill is in credit after *you* have paid *us* all amounts payable under clause 9.3(b) or (c), then *you* can choose to have *us* credit this amount to *any* new account *you* establish with *us* or repay the amount to *you*.

10 ACCESS TO THE PREMISES

- (a) You must let *us* or persons nominated by *us* have safe and unrestricted access to the *premises* when *we* need it:
 - (1) to read the *meter*; or
 - (2) to inspect or work on the *electricity supply equipment*; or
 - (3) to disconnect *your* electricity supply; or
 - (4) to inspect or work on *your equipment*; or
 - (5) for any other reason relating to the supply of electricity to the *premises*.
- (b) We will give *you* at least 5 *business days* notice before *we* enter the *premises* unless:
 - (1) *we* want to inspect, read or examine the *meter* or any of the *electricity supply equipment* or *your equipment*; or
 - (2) in an *emergency*; or
 - (3) if *we* reasonably suspect that electricity is being used illegally at the *premises*,

in which case, *we* may enter the *premises* without notice.
- (c) We may enter *your premises* for the above reasons and in that case, *we* are required to give *you* the appropriate notice where required.
- (d) A person entering the *premises* on *our* behalf will clearly display identification that identifies the person as *our* employee or agent and show his or her identification to *you* if *you* ask to see it.

11 PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

11.1 Eligibility conditions on life support

You must advise *us* if *you* or a person residing at the *premises* is dependent on *life support equipment* and give *us* written confirmation from an appropriately qualified medical practitioner that the person requires *life support equipment*.

You must advise *us* as soon as possible if *you* or a person residing at the *premises* who is dependent on *life support equipment* vacates the *premises* or no longer requires *life support equipment*.

11.2 Interruptions

If *you* have advised *us* (or *we* are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* will give *you* at least 3 *business days*' written notice of the interruption before *we* disconnect or interrupt electricity supply at the *premises*. However, in an *emergency*, *we* can interrupt *your* electricity supply without giving *you* prior notice.

11.3 Disconnections

If *you* have advised *us* (or *we* are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* cannot disconnect *your* electricity supply because *you* fail to pay *us* a bill by the due date.

12 INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY

12.1 Emergency

We can interrupt or disconnect *your* electricity supply at any time without notice to *you* in an *emergency*, if we are permitted or required by law. We will:

- (a) use *our* best endeavours to turn *your* electricity on again as soon as possible; and
- (b) provide information about the nature of the *emergency* and an estimate of the time supply will be restored by way of a 24 hour emergency line.

If we disconnect *your* electricity supply because *you* cause that *emergency*, then we will reconnect *your* electricity supply when *you* ask *us* to do so and we are satisfied that the *emergency* no longer exists. In that case, we can also charge *you* a fee for reconnecting *your* electricity supply.

12.2 Planned work on distribution system

We can interrupt or disconnect *your* electricity supply at any time if we need to carry out planned work on a *distribution system*. We will advise *you* at least 72 hours before the start of an interruption if we need to carry out planned work.

12.3 Events beyond your control

If an *event occurs which is beyond your control* and that *event* affects *your* ability to perform any of *your* obligations under this *contract*, *you* must tell *us* immediately and *you* will not be required to perform that obligation for as long as the *event* continues. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event occurs which is beyond your control*.

12.4 Events beyond our control

If an *event occurs which is beyond our control* and that *event* affects *our* ability to perform any of *our* obligations under this *contract*, then we are not required to perform that obligation for as long as the *event* continues. If such an *event* occurs and we consider it appropriate to do so, we may notify *you* of the *event* by a public announcement (for example, on television, radio or in a newspaper).

12.5 Disconnection due to your actions

We can arrange to disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable laws, if:

- (a) *you* fail to pay a bill in full by the due date shown on the bill; or
- (b) *you* do not give *us* safe and unrestricted access to the *premises* or the *meter*; or
- (c) *you* commit a fraud relating to *our* supply of electricity to *you* at the *premises* or any other premises; or
- (d) *you* get electricity supplied to the *premises* illegally; or
- (e) *you* fail to keep *your equipment* in good working order or condition; or
- (f) *you* get electricity supplied to the *premises* in breach of this *contract*.

12.6 Things we must do before disconnecting your electricity supply

If we wish to disconnect *your* electricity supply because *you* fail to pay a bill within the meaning of clause 7.1 of the *Code of Conduct*, we will:

- (a) give *you* a *reminder notice* not less than 13 *business days* from the date that *we* sent *you* the bill; and
- (b) if *you* still have not paid *us* after the *reminder notice*, then give *you* a *disconnection warning* not less than 18 *business days* from the date that *we* sent *you* the bill, advising *you* that *we* will disconnect *you* on a day that is at least 5 *business days* after the date *you* are deemed to receive the *disconnection warning*; and
- (c) use *our* best endeavours to contact *you*, including by telephone or electronic means,

however, *we* will not disconnect *you*:

- (d) until at least 1 *business day* after the date that *we* say *we* will disconnect *your* electricity supply in the *disconnection warning*; or
- (e) if *you* are a *residential customer* and *you* have agreed to an alternate payment plan and have not deviated from this plan; or
- (f) if the unpaid amount in *your* bill doesn't relate to the supply of electricity but relates to some other good or service; or
- (g) if *you* have made an application for a *concession* and the application has not been decided.

If *we* wish to disconnect *your* electricity supply because *you* fail to give *us* access to the *meter*, *we* will:

- (h) only disconnect *you* if *you* deny access for at least 12 consecutive months; and
- (i) give *you* 5 *business days* notice in writing:
 - (1) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
 - (2) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
 - (3) advising *you* of *our* ability to arrange disconnection if *you* fail to provide access to the *meter*; and
- (j) use *our* best endeavours to contact *you*; and
- (k) give *you* an opportunity to offer reasonable alternative access arrangements; and
- (l) if *you* still have not given *us* access, then *we* will give *you* a disconnection warning advising *you* that *we* will disconnect *you* on a day that is at least 5 *business days* from the day *you* are deemed to receive the *disconnection warning*.

Unless *you* have requested *us* to disconnect *your* electricity supply or *we* are required to disconnect *your* electricity supply due to an *emergency*, *we* will not arrange for disconnection:

- (m) if *you* have made a complaint directly related to the reason for disconnection to *us*, the electricity ombudsman or another external dispute resolution body and that complaint has not been resolved;
- (n) after 3.00 pm Monday to Thursday;
- (o) after 12.00 noon on a Friday; and
- (p) on a Saturday, Sunday, public holiday or on the *business day* before a public holiday except where *we* have arranged for a planned interruption under clause 12.2,

unless:

- (q) *you* are a *business customer*; and
- (r) *your* normal trading hours fall within the time frames set out in paragraph (n), (o) or (p) and do not fall within any other time period; and
- (s) it is not practicable for *us* to arrange for disconnection at any other time.

12.7 Reconnection of electricity supply

If *your* electricity supply is disconnected under clause 12.5, then *we* will arrange to reconnect *your* electricity supply when *you* ask *us* to reconnect *your* electricity supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

For example, the circumstance giving rise to the disconnection may no longer exist because *you* provide access to the *premises* and the *meter* or *we* are reasonably satisfied that *you* cannot continue to obtain *your* electricity in the unauthorised way and *you* have paid all amounts owing to *us* under this *contract* (or made an arrangement to pay them).

Before *we* arrange to reconnect *your* electricity supply under this clause 12.7, *you* must pay *us* or accept an instalment plan for *our* fee for reconnecting *your* electricity supply under this clause 12.7.

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

- (a) before 3.00pm on a *business day*, then *we* will reconnect *your* electricity within 1 *business day* if the *premises* is located in a *metropolitan area* or otherwise within 5 *business days*; or
- (b) after 3.00pm on a *business day* or on a day that is not a *business day*, then *we* will reconnect *your* electricity within 2 *business days* if the *premises* is located in a *metropolitan area* or otherwise within 6 *business days*.

12.8 Consequences of disconnecting your electricity supply

If *we* disconnect *your* electricity supply under clause 12.5, then:

- (a) *we* can arrange to remove or physically disconnect the *meter* at the same time that the supply of electricity to *you* is disconnected, or at a later time; and
- (b) *we* can charge *you* a fee for removing or physically disconnecting the *meter* and replacing or physically reconnecting the *meter*; and
- (c) *you* must not reconnect the electricity supply.

12.9 Reporting illegal use

If *we* think *you* have used, or are obtaining, electricity illegally, then *we* can advise the Director of Energy Safety and the Police (as appropriate) and give them any information that *we* have in relation to *your* electricity use.

13 LIMITATION ON LIABILITY IN CERTAIN CIRCUMSTANCES

Subject to clause 14, *we* will not be liable to *you* for any loss, damage or liability of any kind (including without limitation any *excluded loss*) arising from or in connection with:

- (a) any interruption in *your* electricity supply, any surge in electricity supply or *us* failing to supply electricity meeting any particular quality or quantity; or
- (b) *our* breach of contract, *our* breach of statutory duty, *our* negligence or otherwise, with the exception that if *you* are an individual purchasing electricity for a *private purpose*, *we* will be liable to *you* for any *direct loss you* suffer arising from *our* breach of contract, *our* breach of statutory duty, or *our* negligence.

14 **LIMITATION IN RELATION TO CONSUMER GUARANTEES**

Nothing in this *contract* is to be taken to exclude, restrict or modify:

- (a) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law*; or
- (b) any condition, warranty or guarantee that *we* are prohibited by law from excluding, restricting or modifying.

All other conditions, warranties and guarantees, whether or not implied by law, are excluded.

Where any electricity supplied under this *contract* is not a good of a kind ordinarily purchased for personal, domestic or household use, *our* liability for breach of any consumer guarantee applicable to *our* supply of electricity under the *Australian Consumer Law*, to the extent that it is permitted by law, is limited to any one of the following determined by *us*:

- (a) the supply of equivalent electricity; or
- (b) the payment of the cost of acquiring equivalent electricity.

15 **CONFIDENTIALITY OF YOUR INFORMATION**

Unless *we* are permitted to do otherwise under this *contract*, *we* will keep *your* information confidential, consistent with *our privacy policy*.

16 **COMPLAINTS**

If *you* wish to raise a complaint concerning *our* performance or *your* electricity supply, *we* encourage *you* to contact *us* to discuss the issue and *we* will deal with that complaint in accordance with *our customer complaints policy*.

17 **INFORMATION**

17.1 **We will provide you with information**

If *you* wish to obtain further information about the *contract* or the supply of electricity, please contact *us*. If *you* request it, *we* will provide *you* with:

- (a) information on the *standard price* and *our* other fees; and
- (b) general information on energy efficiency, including how *you* may arrange for an energy efficiency audit of the *premises* and the typical running costs of major domestic appliances; and
- (c) information on the distribution of electricity; and
- (d) information on the types of *concessions* available to *you*; and
- (e) information on the use of a pre-payment meter if *you* are a *residential customer*; and

(f) any other information we said we would provide you in this *contract*.

Unless we are legally required to provide the information free of charge, we will charge you a reasonable fee.

Horizon Power will make available at no charge, services that assist you in interpreting information provided by us (including independent multilingual and TTY services and large print copies).

17.2 You must provide us with information

You must advise us as soon as possible if:

- (a) there is a change in your contact details or the address to which your bills are to be sent; or
- (b) you change something at the premises which makes our access to the meter more difficult; or
- (c) you become aware of any problem with the electricity supply equipment which is at, or reasonably close to, the premises.

18 ENDING THE CONTRACT

18.1 When the contract ends

- (a) This contract will continue until you end the contract or we end the contract under clause 18.
- (b) If you end this contract because you enter into a new contract for the supply of electricity with us, this contract ends on the expiry of the cooling off period (if applicable) specified in the new contract.
- (c) If you end this contract because you enter into a contract for the supply of electricity with another retailer, this contract ends when we receive notification that your premises have been transferred to the other electricity retailer in accordance with the customer transfer code.

18.2 When you can end the contract

You can end the contract at any time by advising us at least 5 days before the day you want the contract to end.

18.3 When we can end the contract

We can end the contract by giving you prior notice if you:

- (a) become insolvent (as defined in the Corporations Act 2001 (Cth)); or
- (b) have a liquidator appointed; or
- (c) become bankrupt (as defined in the Bankruptcy Act 1966 (Cth)); or
- (d) breach any of your obligations under the contract for which we have a right under the contract or a written law to disconnect supply.

18.4 What happens after a contract ends

If the contract ends:

- (a) we may arrange for a final meter reading and for disconnection.
- (b) we may issue a final bill to you.

- (c) we can charge *you* a fee for the final *meter* reading, disconnection and final bill, subject to the provisions of any written law.
- (d) we can remove the *electricity supply equipment* at any time and *you* must let *us* have safe and unrestricted access to the *premises* to allow *us* to do so.
- (e) *you* will remain liable to pay any outstanding payments to *us* and *we* will have no further obligation to supply electricity to *you*.

19 SECURITY FOR PAYMENT OF BILLS

- (a) We can require *you* to provide security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.
- (b) If *you* provide security we will:
 - (1) keep the security in a separate trust account and identify it separately in *our* accounting records, and use and refund the security in accordance with all applicable laws.

20 GST

- (a) In this clause:
 - (1) **GST** has the meaning given to that term in the GST Law.
 - (2) **GST Law** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (3) **adjustment note, recipient, supply, tax invoice** and **taxable supply** have the meanings given to those terms in the GST Law.
- (b) All sums payable, or consideration to be provided, under the *contract* are expressed inclusive of GST.
- (c) If there is a taxable supply under or in connection with the *contract*, 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 *contract*.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

21 MISCELLANEOUS

21.1 Notices

Any notice or other communication given under the *contract*:

- (a) does not have to be in writing, unless the *contract* expressly requires that the notice or communication must be in writing;
- (b) subject to clause 21.2(c), is taken to be received:
 - (1) in the case of a verbal communication, at the time of the communication; and
 - (2) in the case of hand delivery, on the date of delivery; and
 - (3) in the case of post, on the second *business day* after posting; and

- (4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (5) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
- (c) If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

21.2 Electronic communication

- (a) We can use electronic communication (such as e-mail or SMS) to give information to *you* with *your* consent.
- (b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically.

21.3 No assignment

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

21.4 Application of laws

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

The *contract* also does not in any way limit *our* obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

21.5 Entire Agreement

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

21.6 Waiver of rights

If we do not enforce any right under the *contract* then this must not be construed as a waiver of *our* rights under the *contract*.

21.7 Governing Law

The *contract* is governed by the laws of the State of Western Australia.

21.8 Amendments To Contract

We can change these standard electricity terms and conditions from time to time in accordance with the *Electricity Industry Act 2004 (WA)*. If these terms change and those changes are approved by the Economic Regulation Authority, then *your contract* will be deemed to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

21.9 Effect of invalid terms

If any term of the *contract* is invalid or unenforceable it can be severed from the *contract* without affecting the enforceability of other *contract* terms.

22 PREPAYMENT METER CUSTOMERS

- (a) A pre-payment meter is a meter that allows *you* to pay for electricity before *you* use the electricity.
- (b) If *you* are a *pre-payment meter customer*, then clauses 5.1, 6, 7.1, 9.2, 9.3 and 12 of the *contract* do not apply to the supply of electricity at the *premises*.

22.1 Consumption information

If *you* are a *pre-payment meter customer*, we will give *you* the following information on request at no charge:

- (a) total energy consumption; and
- (b) average daily consumption; and
- (c) average daily cost of consumption,

for the previous two years or since the commencement of the *contract*.

22.2 Meter testing

If *you* are a *pre-payment meter customer*, *you* can ask *us* to:

- (a) check *your* metering data; and/or
- (b) check or conduct a test of the pre-payment meter.

We will arrange to check or test the pre-payment meter if *you* first pay *our* pre-payment meter testing fee. If following a check or test *your* pre-payment meter is found to be inaccurate or not operating correctly, then we will refund the pre-payment meter testing fee to *you*. We will also arrange to have the pre-payment meter repaired or replaced and we will correct any overcharging or undercharging.

22.3 You can ask to change back to a standard meter

If *you* are a *pre-payment meter customer*, *you* can ask *us* to replace or switch the pre-payment meter to a standard meter and we will do so.

Unless *you* ask *us* to switch *your* pre-payment meter within three months of the date it was installed or the date *you* agreed to enter this *contract* (whichever is later), *you* must pay *us* a fee to switch from a pre-payment meter to a standard meter. If *you* are not a *residential customer*, then *you* must pay this fee before we will switch *your* pre-payment meter.

22.4 Moving out of the premises

If *you* are a *pre-payment meter customer* and *you* advise *us* of the date *you* will be moving out of the *premises*, then we will ensure *you* can retrieve all remaining credit on the pre-payment meter at the time *you* leave the *premises*.

If *you* do not advise *us* as described above, then *you* will lose any credit remaining on the pre-payment meter.

23 DEFINITIONS AND INTERPRETATION

23.1 Definitions

In these terms and conditions, unless the context otherwise requires:

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).

billing cycle means the regular recurrent period in which *you* receive a bill from *us*.

business customer means a customer who does not consume more than 160 MWh of electricity per annum and who is not a *residential customer*.

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

Charges By-laws means the Energy Operators (Regional Power Corporation) (Charges) By-laws 2006.

Code of Conduct means the *Code of Conduct for the Supply of Electricity to Small Use Customers*, as amended from time to time under section 79 of the *Electricity Industry Act 2004* (WA).

concession means a concession, rebate subsidy or grant related to the supply of electricity available to a *residential customer* only.

Consumer has the meaning given to that term in the *Australian Consumer Law*.

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

customer complaints policy means the policy describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request from *our* customer centre or from *our* website.

customer transfer code means the Electricity Industry Customer Transfer Code 2004.

direct loss does not include any *excluded loss*.

disconnection warning means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect *you* if *you* have not paid *your* bill and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

distribution system means any 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 is defined in clause 8.1.

emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

event beyond your control or event beyond our control means an event or circumstance beyond the direct control or influence of *you* or *us*, 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 defined in section 3 of the *Electricity Industry Act 2004*) but excludes *your* or *our* inability to pay any money due under this *contract* for any reason.

excluded loss means:

- (a) business interruption loss; or
- (b) lost profits; or
- (c) loss of an opportunity; or
- (d) *your* liability to other people under contracts or otherwise.

financial hardship has the meaning given to that term in the *Code of Conduct*.

life support equipment means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme and renal dialysis equipment.

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

metropolitan area has the meaning given in the *Code of Conduct*.

payment difficulties has the meaning given to that term in the *Code of Conduct*.

payment difficulties and financial hardship policy means the policy that *we* have developed in accordance with the *Code of Conduct* and outlines, among other things, *our* policy on how *we* assist *you* to meet *your* payment obligations under the *contract*. A copy of this policy can be obtained on request from *our* customer centre or from *our* website.

premises means the address to which electricity will be supplied to *you* under the *contract*.

pre-payment meter customer means a customer who consumes not more than 160 MWh of electricity per annum and has a pre-payment meter operating at their *premises*.

privacy policy means the policy specifying the steps taken by *us* to maintain customer confidentiality and which can be obtained on request from *our* customer centre or from *our* website.

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

rebate means a rebate under by-law 9 of the *Charges By-laws* or such other rebate or concession that *we* publish as being available from time to time.

reminder notice means a notice in writing that *we* issue to *you* advising *you* that *you* have not paid *your* bill and explaining how *we* may assist *you* if *you* are experiencing *payment difficulties* or *financial hardship*.

residential customer means a customer who consumes electricity solely for domestic use and does not consume more than 160 MWh of electricity per annum.

standard price means a charge, fee or rental to be paid by *you* for or in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that *we* publish from time to time.

we and **us** means Regional Power Corporation trading as Horizon Power (ABN 57 955 011 697) of Stovehouse Rd Karratha, Western Australia.

you means the person to whom electricity will be supplied under the *contract*.
your equipment is defined in clause 8.2.

23.2 Interpretation

In the *contract*, 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 unincorporate;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of the *contract*;
- (f) headings are included for convenience and do not affect the interpretation of the *contract*;
- (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;
- (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 such as facsimile transmission;
- (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) 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;
- (n) 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
- (o) a reference to a monetary amount means that amount in Australian currency.

Standard Electricity Agreement

This form enables us to provide electricity to your premises.

Your Details

Title (eg Mr / Mrs):

Surname: Given Names:.....

Postal address:

Suburb:.....Postcode:.....

Contact details:

Home:.....Work:.....Mobile:.....

Facsimile:.....Email.....

Your Business Details (Complete this section for business applications only).

Registered Business Name:.....

ABN/ACN:.....

Connection Details

Address of site connection required:.....

Date connection required:.....

Product & Pricing Details.

.....

Billing Frequency

Standard Group

Cooling Off Period

If you are entering into the contract as a result of door to door marketing, then:

- you may end the contract within 10 days from the date of acceptance (the “**Cooling Off Period**”);
- Horizon Power will not supply you with electricity during the Cooling Off Period unless you request Horizon Power to do so; and
- if, at your request, Horizon Power supplies you with electricity during the Cooling Off Period **and** you end the contract during the Cooling Off Period, Horizon Power may charge you for any electricity or services supplied to you during this period.

Customer’s Commitment and Acknowledgment

I, _____ the Customer described above:

- apply to Horizon Power for the supply of electricity to the premises on the terms and conditions contained in:
 - this agreement; and
 - the Horizon Power Standard Electricity Terms and Conditions (together, the *contract*);
- acknowledge receipt of prescribed Code of Conduct information outlining the various rights and obligations of Horizon Power and the Customer; and
- request the supply of electricity during the Cooling Off Period (tick if required).

Signature*: _____

Print Name: _____

Date: _____

* If an incorporated business (company), the signature of an authorised representative is required or of the customer being billed

If Acting On Behalf Of Horizon Power

Electricity Marketing Agent Details:

Name: _____ Marketing Company Name: _____

Business Address: _____ Telephone Number: _____

Horizon Power

Signature** :.....

Name:.....Date:.....

** Signed by Horizon Power

The contract may be accepted when a relevant officer of Horizon Power signs the application form