

Perth Energy Standard Form Gas Contract 2024



Perth Energy

Thank you for choosing Perth Energy.

Thank you for choosing Perth Energy as your gas retailer. If you have any questions or concerns after reading this Standard Form Contract please contact us. We encourage our Customers to give us feedback to help us improve, and we make all effort to operate better all the time. Perth Energy's contact details are:

Registered Office: Forrest Centre, 24th Floor, 221 St Georges Terrace, Perth WA 6000

Tel: (08) 9420 0300

Fax: (08) 9474 9900

Email: info@perthenergy.com.au

Website: www.perthenergy.com.au

PERTH ENERGY STANDARD FORM GAS CONTRACT

What we mean

We and **Us** means Perth Energy Pty Ltd (ABN 39 087 386 445) and **Our** has a corresponding meaning. **You** means the person/s taking a supply of gas from *us* at the *premises* and **Your** has a corresponding meaning.

1. Supply of gas

We agree to sell gas to *you* at *your premises* and *you* agree to purchase gas from *us* on the terms and conditions as set out in this *contract*. The quantity of gas supplied by *us* to *you* will be the amount measured by the *meter* at *Your premises*.

2. Commencement and term

2.1 This *contract* commences, subject to any cooling-off period applicable to this *contract*, on the date that *you* commence to take supply of gas at the *premises* from *us* (other than by fraudulent or illegal means) (**commencement date**):

- (a) having entered into a supply and sale contract with *us*; or
- (b) without having entered into a supply and sale contract with *us*.

2.2 *We* must sell and *you* must pay *us* for energy consumed at the *premises* from the *commencement date*.

2.3 (a) Unless *you* or *we* end the *contract* earlier under this clause 2.3, this *contract* continues for a period of 1 year from the day it came into effect. However, if 1 year passes without either *you* or *us* ending the *contract* under this clause 2.3, the *contract* is automatically renewed for another 1 year period. This automatic renewal occurs each year until *you* or *we* end the *contract* under this clause 2.3.

(b) If *you* end this *contract* because *you* enter into a new *contract* for the supply of gas 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 gas with another retailer, this *contract* ends when *we* are deemed to receive notification from the *Network Operator* that *your premises* have been transferred to the other gas retailer in accordance with the *Retail Market Rules*.
- (d) If *you* are disconnected, and *we* terminate this *contract*, the *contract* ends when *you* no longer have any right to reconnection.

2.4 *You* can end the *contract* at any time by advising *us* at least 3 *business days* before the day *you* want the *contract* to end.

2.5 *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) commit a substantial breach any of *your* obligations under this *contract*.

2.6 If the *contract* ends:

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

2.7 If *your* account with *us* is in credit when this *contract* ends, *we* will set off any amounts owed to *us* and transfer any remaining credit into another account *you* have with *us* or a nominated bank account, within 12 *business days* from when *you* tell *us*, or as otherwise agreed. *We* will give *you* notice prior to setting off any credit amount against an amount owed to *us*.

3. Charges and fees

3.1 *You* are required to pay *us* the *standard tariff* and the price of other goods and services *you* choose to buy from *us*. *you* must also pay all costs, *fees* and charges *we* can lawfully recover from *you* under the *relevant regulations*, as well as any taxes, levies, regulated charges, costs, *fees* and charges that *we* have to pay when *we* sell and supply gas and other goods and services to *you*. If *you* breach this *contract* or a provision of the *relevant regulations* *you* will be required to pay any costs *we* incur as a result of that breach, as well as any *fees* *we* charge in relation to that breach.

3.2 There are two main types of *standard tariffs* available: residential *standard tariff* and business *standard tariff*.

- (a) To be eligible for the residential *standard tariff*, the *premises* must be a dwelling (a house, flat, home unit or other place of residence) and *you* must use *your* gas supply for a residential (or

household) purpose. If *you* are paying a residential *standard tariff*, *you* must not use gas for a non-residential purpose and must give *us* reasonable notice if *you* do so. If *you* don't give *us* reasonable notice, *we* can backdate the *business standard tariff* to the start of the non-residential use (up to a maximum of 12 months).

- (b) If *you* do not qualify or no longer qualify for the residential *standard tariff* *you* must pay the business *standard tariff*.
- (c) *Your* bill will show *you* which *standard tariff* *you* are paying.
- (d) If *we* change the *standard tariffs*, *we* will publish those changes and the date that the change will take effect (see clause 4.2 for how *we* publish information). *We* will also notify *you* of the changes in the *standard tariffs* in *your* next bill.

For an explanation of the *standard tariffs* available please visit *our* website where they are published or call *us*.

3.3 A *standard tariff* can include a fixed component and a usage component based on the amount of gas *you* use. The usage component can be charged at different rates depending upon the amount of gas *you* use.

3.4 *We* can charge *you* fees that are in addition to the *standard tariff*. *You* must pay *us* the fees that apply to *you*. *we* can charge *you* fees for:

- (a) *your* account application; and
- (b) reading *your meter* when access was not possible (see clause 5.2); and
- (c) testing *your meter* (see clause 5.7); and
- (d) sending *you* overdue notices (see clause 6.4); and
- (e) reading *your meter* when *you* move out of the *premises* (see clause 13.4); and
- (f) turning off *your* gas in some situations (see clause 15.8); and
- (g) turning on *your* gas in some situations (see clause 16); and
- (h) removing or physically disconnecting the *meter* (see clause 15.15); and
- (i) replacing or physically reconnecting the *meter* (see clause 15.15); and
- (j) other non-standard connection costs; and
- (k) other fees.

3.5 All charges identified in clauses 3.3 and 3.4 will be itemised on your bill. For an explanation of our fees please visit our website or call us. *We* will notify *you* of any changes to our fees in your next bill.

3.6 Where required under the *gas customer code*, *we* will notify *you* of any changes to *our* fees at least 5 *business days* before the variation comes into effect, unless the variation:

- (a) directly results from a concession expiry or withdrawal or a variation to a bank charge, credit card charge or payment processing charge; or
- (b) comes into effect within 10 *business days* from when *you* entered into this *contract*, and *we* have already informed *you* of it.

4. Notices

- 4.1 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 4.1(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*.
- 4.2 In this *contract*, when we say we will publish information we will:
- (a) post information on *our* website; or
 - (b) communicate to *you* information at the *premises* according to clause 4.1.
- 4.3 We can use electronic communication (such as e-mail or SMS) to give information to *you* with *your* consent.
- 4.4 We can decide procedures as to how electronic communication will operate and what things can be communicated electronically. For more information about electronic communication, visit *our* website or call *us*.

5. Billing

- 5.1 We use *meter* readings to prepare *your* bill. We bill *you* based on the amount of energy in the gas *you* use, not the volume of gas. To calculate *your* consumption, we first measure the volume of gas *you* use via the *meter* (in cubic meters or cubic feet). We then convert the volume of gas *you* use into *units* by applying a *heating value*. This *heating value* is measured by the *Network Operator* at a number of places and it can change from time to time.
- 5.2 We will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* once every *billing cycle*. However, if we ask *you* and *you* agree, *you* can 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 subject to an actual read by the *Network Operator*. In any event, we will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* at *your premises* at least once every 12 months.
- 5.3 If we cannot base a bill on a reading of the *meter*, we will provide *you* with an estimated bill based on an estimate of your gas consumption in accordance with the *gas customer code*. Where this occurs, the bill will state that your gas consumption has been estimated.
- 5.4 If we base *your* bill on an estimate of gas consumption:

- (a) we will advise you of the basis and the reasons for the estimation, upon your request; and
- (b) you may request a meter reading and verification of estimation.

5.5 If we have provided you with an estimated bill, which is not a final bill, and we subsequently obtain a meter reading from the Network Operator, then your next bill will be adjusted to take account of that meter reading. If we have provided you with a final bill based on an estimate, we will not adjust your final bill if we are subsequently able to read the meter or if we subsequently obtain a meter reading from the Network Operator.

5.6 If the reason we used an estimate was because you failed to provide access to your meter, you can ask that we replace the estimated bill with a bill based on a meter reading. Provided you grant the Network Operator access to the meter and pay us a reasonable charge for reading the meter, we will use our best endeavours to replace the estimated bill with a bill based on a meter reading.

5.7 You can ask us to test the meter to ensure that it is measuring accurately and we will arrange for the Network Operator to test the meter if you first pay to us 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 for the Network Operator to either repair or replace the meter at no charge to you.

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

5.8 We will bill you at least once every 105 days and in accordance with the billing cycle that we set for our customers from time to time, unless we:

- (a) have been unable to obtain the relevant information from the Network Operator, despite having used our best endeavours to obtain the metering data from the Network Operator; or
- (b) as a result of your actions in circumstances in which:
 - (1) you are supplied gas by us as the default supplier; and
 - (2) the bill is the first bill issued to you at the premises; or
- (c) have agreed otherwise with you; or
- (d) are permitted under the gas customer code to place you on a shortened billing cycle.

5.9 We will issue your bill by email to your nominated email address. You can choose to receive paper bills by post by notifying us. There may be a fee for bills issued by post to your mailing address. Your bill may also be accessed in the Perth Energy MyAccount if you register for an account.

5.10 Your bill will contain the information required by the gas customer code and includes the following information relevant to the billing cycle:

- (a) the account name and account number; and
- (b) the premises address; and
- (c) the standard tariff that we charged you; and
- (d) the fees we charged you; and
- (e) the amount due and the due date; and
- (f) the telephone number for billing and other payment enquiries; and

- (g) the telephone number to contact if *you* are experiencing *payment difficulties* (see clause 6.6 for information about *payment difficulties*); and
- (h) the 24-hour telephone number for faults and emergencies; and
- (i) the dates and results of the previous and current *meter* readings or estimates; and
- (j) *your* gas use or estimated use; and
- (k) the *meter* or property number; and
- (l) the ways *you* can pay *your* bill, including information about payment methods and payment options available to *you* (see clause 6.1 for some of the payment options); and
- (m) if *you* are a *residential customer*, the concessions that are available to *you* from *us* or the government; and
- (n) the amount of arrears or credit and the details of any adjustments; and
- (o) the amount of any other charge and the details of any service provided; and
- (p) the availability of a *meter* test on the conditions described in clause 5.7; and
- (q) interpreter services; and
- (r) the interest rate *we* applied to any outstanding amounts; and
- (s) the details of any *security deposit* *you* provided (in accordance with clause 7).

The *standard tariff* and other *fees* will be separately itemised on *your* bill. If *we* provide *you* with additional goods and services during the *billing cycle*, *we* will also include a description of those goods or services.

6. Payment

- 6.1 *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 14 *business days* from the date of the bill.
- 6.2 *You* can pay your bill using a range of payment options, including payment in person and by mail. *You* can find out the full range of payment options that *you* can choose from by referring to *your* bill, by visiting *our* website or by calling *us*. If *you* are unable to use one of these options because *you* are going to be absent for a long period (for example due to illness or extended holiday) *you* can arrange with *us* to redirect *your* bill or to make payments in advance.
- 6.3 If *you* pay *your* bill in advance, the minimum amount *you* can pay is \$20. *We* will not pay *you* any interest on amounts paid in advance.
- 6.4 If *you* do not pay the total amount payable for any bill by the due date, then *we* may:
 - (a) send a *reminder notice* to *you*; and
 - (b) send a *disconnection warning* to *you*; and
 - (c) charge *you* a *fee* for each overdue, *reminder notice* and *disconnection warning notice* *we* send to *you* (but only when *we* are legally entitled to charge a *fee*); and
 - (d) where *you* are a *business customer*, charge *you* interest on the amount *you* have not paid; and
 - (e) disconnect *your* gas supply; and
 - (f) shorten *your* billing cycle.

If you are a business customer, the interest rate charged on outstanding amounts will be 12.75 percent per annum (calculated daily). We may change this rate. If we do change this rate, we will publish the changes (see clause 4.2 for how we publish things).

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 fees and legal fees).

Despite anything else in this clause 6.4 or clause 15.6, if you are a *residential customer*, we will not refer your debt to a debt collection agency for collection, or commence proceedings to recover the debt if:

- (g) you have advised us that you are experiencing *payment difficulties* or *financial hardship* and we have not complied with our obligations to:
 - (1) assess you for *payment difficulties* or *financial hardship*; and
 - (2) if you are assessed as having *payment difficulties* or *financial hardship*, offer you additional time to pay and, if requested by you, an alternative payment arrangement; and
- (h) you continue to make payments under an alternative payment arrangement.

If you pay a bill and the payment is dishonoured or reversed and, as a result, we incur costs or have to pay fees to any other person, you must reimburse us for those costs and fees.

6.5 Unless you direct us otherwise:

- (a) we will apply your payment to the amount due for your gas use before applying it to other items; and
- (b) if we also supply electricity to you, then we will apply your payment to the amount due for your gas use and electricity use in equal proportions before applying it to other items.

6.6 If you are having trouble paying your bills, please advise us. If you are a residential customer, we will offer the following options to you:

- (a) additional time to pay the bill (unless we are not required to offer additional time under the *gas customer code*); or
- (b) instalment plan options, such as a *payment plan* for the amount owing (unless you have had two or more *payment plans* cancelled due to non-payment in the previous 12 months).

6.7 If you are a residential customer and notify us that you are experiencing payment difficulties, we will assess your situation within 3 business days of you notifying us and if we assess you are in *financial hardship*, we will offer you assistance in accordance with our Financial Hardship Policy, including:

- (a) the right to have your bill redirected to a third person at no charge; and
- (b) information about concessions available to you and how to access them; and
- (c) information about independent financial counselling services and relevant consumer representatives available to you; and
- (d) the availability of any other financial assistance and grants schemes that we are reasonably aware of and how you can access them.

We will also give reasonable consideration to a request by you for a reduction of the debt you owe us.

- 6.8 If *you* are a *business customer* experiencing payment difficulties, we will consider any reasonable request for alternative payment arrangements.
- 6.9 If *you* ask *us*, and at the time of the request *you* are *our* customer, we will give *you* a copy of *your* billing data held by *us* for the *premises*. We will use *our* reasonable endeavours to provide it within 10 *business days* of *your* request.
- 6.10 Unless we are required by *law* to provide the billing data free of charge, we can ask *you* to pay a reasonable fee before we provide the data to you. For example, we must provide you with your billing data free of charge:
- (a) for the period less than the previous 2 years before the request and no more than once a year; and
 - (b) if the request is in relation to a complaint made by *you* to *us* or a dispute with another retailer.
- If *you* want billing data for a period before the date we started to supply *you* gas at the premises, *you* will need to ask *your* former gas retailer for the billing data.

7. Credit worthiness and security deposits

- 7.1 We cannot require a security deposit if you are a residential customer. We may only require you to pay a security deposit to us where you are a business customer and:
- (a) *you* owe *us* an amount for the supply of gas at any *premises*, unless *you* have disputed the bill relating to that amount and the bill is subject to a review by *us* or *you* have made a complaint to the *Gas Industry Ombudsman* in relation to the bill; or
 - (b) within 2 years before entering into this *contract*, *you* have fraudulently obtained gas, or consumed gas intentionally and unlawfully; or
 - (c) we reasonably decide *you* have an unsatisfactory credit history or an unsatisfactory history related to paying for gas supplied to *you*.
- 7.2 Subject to clause 7.1, we can require *you* to provide *us* with a *security deposit* when *you* ask *us* to supply *you* with gas or at any other time during this *contract*.
- 7.3 If we can require *you* to provide a *security deposit* to *us* under this *contract*, *you* must provide *us* with permission to investigate *your* credit history and any information *you* hold in relation to *your* credit history.
- 7.4 If we require *you* to provide a *security deposit* to *us* under this *contract*:
- (a) we will inform *you* and provide reasons for *our* decision if we reasonably decide *you* have an unsatisfactory credit history or unsatisfactory history related to paying for gas pursuant to clause 7.1(c); and
 - (b) we will advise *you* of *our* *Customer Complaints Policy* and the *Gas Industry Ombudsman*; and
 - (c) the amount of *your* *security deposit* will be no more than 37.5 % of *your* estimated bills over a 12 month period calculated based on *your* historic billing data or the average consumption of gas by a similar customer over a comparable 12 month period; and
 - (d) we will keep the *security deposit* in a separate trust account and identify it separately in *our* accounting records; and

(e) interest will accrue daily on the *security deposit* at the bank bill swap rate (as defined in the *relevant regulations*) and will be capitalised every 90 days unless paid.

7.5 If you provide a *security deposit* to us under this *contract*, then, we will only use your *security deposit*, together with any accrued interest, to offset in full or partially any amount you owe us if:

- (a) your failure to pay a bill resulted in the disconnection of supply at the *premises* and you no longer have any right to reconnection of your gas supply under this *contract*; or
- (b) if a final bill issued under this *contract* is not paid.

7.6 If we use a *security deposit* in accordance with clause 7.5, we will provide you with a written account of how it was applied and repay the balance (if any) and any applicable accrued interest to you, within 10 business days.

7.7 If you have provided a *security deposit* to us, then subject to clause 7.6, we will return the balance of any *security deposit* and any applicable accrued interest payable to you within 10 *business days* after:

- a) you have made payments for the supply of gas for the amounts due by the due dates specified on each bill for a period of two years; or
- b) you leave the *premises*; or
- c) we disconnect supply at the *premises* at your request; or
- d) you have transferred to another retailer.

7.8 If you provide a *security deposit* to us, and we are required to return it to you under clause 7.7, we will return the balance of the *security deposit* and any accrued interest payable to you in accordance with your reasonable instruction. If we do not receive reasonable instructions from you, we will credit the relevant amount to your next bill or final bill as applicable.

8. GST

8.1 In this clause:

- (a) An expression or word used in this clause which has a particular meaning in the *GST Law*, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
- (b) A reference to *GST* payable by a party includes any corresponding *GST* payable by the representative member of any *GST* group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any *GST* group of which that party is a member.

8.2 Unless *GST* is expressly included, any amount payable under this *contract* for any supply made under or in connection with this *contract* does not include *GST*.

8.3 To the extent that any supply made under or in connection with this *contract* is a taxable supply, the *GST* exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which *GST* is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.

- 8.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the GST paid by you:
- (a) We must provide a refund or credit to you, or you must pay a further amount to us, as appropriate, at the same time as the GST exclusive component of the adjustment is refunded or paid; and
 - (b) the refund, credit or further amount (as the case may be) will be calculated by us in accordance with the GST Law; and
 - (c) We must notify you of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the supply, our requirement to notify You will be satisfied by us issuing to you an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.
- 8.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this contract.
- 8.6 If a payment to a party under this contract is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 8.3.
- 9. Review of bill**
- 9.1 We will review a bill at your request, provided that you agree to pay any future bills and the lesser of:
- (a) the portion of the bill under review that you and we agree is not in dispute; or
 - (b) an amount equal to the average amount of your bills for the previous 12 months.
- 9.2 If the bill is found to be incorrect, we will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If the bill is found to be correct, you may request to have your meter tested to establish whether it is measuring accurately. If the meter is found to comply with the metering standards set in the relevant regulations, you must pay us all costs associated with the test and pay the amount of the bill. We will advise you of our Customer Complaints Policy and details about making a complaint to the Gas Industry Ombudsman.
- 9.3 We may recover from you any amount you have been undercharged. Unless the undercharging has occurred because you have denied access to the meter at your supply address for more than 12 months, we will only recover the amount undercharged in the 12 months before the date on which we notified you of the undercharging and will not charge you interest on the undercharged amount. We will show the undercharged amount as a separate item on your bill, together with an explanation of the amount that was undercharged.
- 9.4 We will offer you the opportunity to pay the undercharged amount in instalments over the same length of time during which you were undercharged.
- 9.5 If you have been overcharged we will:
- (a) notify you of this overcharging within 10 business days after we become aware of the overcharging;

- (b) set off the overcharged amount against any debts *you owe us* (unless *you* are experiencing financial hardship), after first notifying *you* that *we* will do so; and
- (c) after *we* have set off the overcharged amount (if applicable), provide *you* with a refund for the *overcharged amount (correcting refund)*; and
- (d) refund any charge to *you* for testing the *meter* where the *meter* is found to be defective.

9.6 Where *we* are required to pay *you* a *correcting refund* under the *contract*, *you* can choose whether *we* make the *correcting refund* as:

- (a) a credit to *your* account; or
- (b) a payment directly to *you*; or
- (c) included as a part of a new bill smoothing arrangement if the overcharge arises as part of a prior bill smoothing arrangement.

9.7 If *you* instruct *us* to credit the *correcting refund* to *your* account or repay it to *you*, *we* will process the *correcting refund* in accordance with *your* instructions within 12 *business days* of receiving the instructions. If *we* do not receive any instructions from *you* within 5 *business days* of *us* advising *you* of that *we* will be providing *you* with a *correcting refund*, or the *correcting refund* is less than \$100, *we* will use *our* reasonable endeavours to credit the *correcting refund* to *your* account. *We* will not pay *you* interest on the *correcting refund*

10. Benefit changes

10.1 Where there is a change to or expiry of a benefit (such as a discount) provided to *you* under this *contract* that ends earlier than the date on which this *contract* ends or is terminated:

- (a) *we* will inform *you* not more than 40 *business days* and not less than 20 *business days* before the date of the *benefit change*, of the *benefit change*, and *your* options for the supply of gas after the date of the *benefit change*; and
- (b) *we* will inform *you* of the details in clause 10.1(a) by providing notice to *you* by email.

11. Metering and equipment

11.1 *We* or the *Network Operator* will provide, install and maintain *gas supply equipment*, including the *meter* and necessary ancillary equipment at the *premises*.

The *gas supply equipment* remains the property of the *Network Operator* at all times and the *Network Operator* is responsible for installing and maintaining the *gas supply equipment*.

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

11.2 *You* are responsible for keeping *your equipment* in good working order and condition. *You* must not let anyone other than an appropriately qualified person who holds a relevant licence to deal with or perform work on *your equipment*.

11.3 *You* must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *gas supply equipment*; or
- (b) do anything that will prevent *us* from accessing the *gas supply equipment*; or

- (c) use gas in a way that interferes with the supply of gas to anyone else or causes loss to anyone else; or
- (d) unless *you have our* permission, turn the *meter* on if the *meter* has been turned off by *us* or by the *Network Operator*; or
- (e) allow anyone else to do the things described in this clause 11.3.

12. Access

- (a) *You* must let *us* or persons nominated by *us* (including the *Network Operator*) 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 *gas supply equipment*; or
 - (3) to inspect the gas installation (as defined in section 4 of the *Gas Standards Act 1972 (WA)*);
 - (4) to disconnect or reconnect *your* gas supply; or
 - (5) to inspect or work on *your* equipment; or
 - (6) for any other reason relating to the supply of gas to the *premises*.
- (b) *We* will give *you* 24 hours' notice before *we* or the *Network Operator* enters the *premises* for the purposes allowed in this *contract*, except:
 - (1) for routine *meter* reading or *meter* replacement; or
 - (2) in an *emergency*; or
 - (3) if *we* suspect that gas is being used illegally at the *premises*.
- (c) If *we* or the *Network Operator* enters the *premises* for the purposes of planned work then *we* will give *you* at least 4 days' notice.
- (d) Any representative of the *Network Operator* or *us* who enters the *premises* will wear, in a visible manner in accordance with *our* or the *Network Operator's* requirements, official identification or will carry such identification and show it to *you* if *you* are at the *premises*.

13. Gas supply at your premises

- 13.1 If *you* move into the *premises*, then before *we* supply *you* gas at the *premises*, *we* can require *you* to:
- (a) apply to *us* for gas supply (by phone, by email, in person or in writing) and provide *us* with *acceptable identification*; and
 - (b) provide *us* with assurance that *we* will be able to access the *meter* (and other *gas supply equipment*) according to clause 12; and
 - (c) provide *us* with contact details for billing purposes; and
 - (d) provide *us* with contact details of the property owner or agent if the *premises* is a rental property; and
 - (e) in the case of a new gas connection, provide *us* with information about *your* estimated gas usage; and
 - (f) in the case of an existing gas connection, provide *us* with information on the number and type of appliances installed, number of household occupants and anticipated usage of appliances; and

- (g) agree to pay *us* all relevant charges and *fees* according to this *contract*; and
- (h) provide *us* with a *security deposit* in accordance with clause 7.2; and
- (i) pay *us* any outstanding debt *you* owe *us* for the supply of gas at another *premises* (but not debts that are subject to a dispute or repayment arrangements).

13.2 We will sell *you* gas from the day that *your* gas supply is turned on at the *premises*. We will use *our* best endeavours to make supply available to *you* at the *premises* by the date we agreed to sell *you* gas.

If *you* move into the *premises* and it does not already have an existing gas connection, then before we supply *you* gas at the *premises* each of the following conditions must be satisfied:

- (a) *you* do the things listed in clause 13.1; and
- (b) the *gas supply equipment* (and its installation) complies with the *regulatory requirements*; and
- (c) if we ask *you*, *you* have given *us* notices of installation from a gas installer; and
- (d) there is an adequate supply available at the necessary volume and pressure at the boundary of the *premises*.

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

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

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

- (a) *you* do the things listed in clause 13.1; and
- (b) *you* apply to *us* before 3.00 pm on the *business day* before *you* require connection; and
- (c) the *gas supply equipment* (and its installation) complies with the *regulatory requirements*; and
- (d) there is an adequate supply available at the necessary volume and pressure at the boundary of the *premises*; and
- (e) the *meter* at the *premises* is available to use; and
- (f) the relevant *gas network* standards are met.

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

13.5 If *you* move out of the *premises* and no longer wish to obtain a gas supply at the *premises*, *you* must advise us:

- (a) at least 5 days' notice before *you* move out; and
- (b) of an address where the final bill can be sent, which may be an email address.

13.6 If *you* advise *us* as described in clause 13.5(b), 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 gas used up to the day *you* move out of the *premises*.

- 13.7 If *you* advise *us* as described in clause 13.5(b), and *you* move out of the *premises* before the time specified in *your* notice then *you* must pay for gas up to the time specified in *your* notice unless *you* have demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises* in which case *you* will be required to pay for gas consumed up to the date on which *you* gave *us* notice.
- 13.8 If *you* do not advise *us* as described in clause 13.5(b), then subject to any applicable *laws*, *we* may require *you* to pay for gas used at the *premises* for up to a maximum of 5 days after *we* discover that *you* have moved out of the *premises* (subject to any applicable *laws*). However, *we* will not require *you* to pay for gas used at the *premises* from the time that a new customer has an obligation to pay for gas supply at the *premises*.
- 13.9 *You* agree to:
- (a) co-operate with the *Network Operator* in relation to connecting *your premises* to the *gas network*; and
 - (b) allow *us* to give the *Network Operator* *your* details.
- 13.10 Although *we* are separate companies, *we* may ask the *Network Operator* to do things for *us* (such as disconnect *your* gas supply or read *your meter*). Where this *contract* says *we* will do things that relate to the disconnection or reconnection of supply or the *gas supply equipment*, the *Network Operator* may do those things for *us*.

14. Disputes

- 14.1 If *you* wish to raise a complaint concerning *our* performance or *your* gas supply, *we* encourage *you* to contact *us* to lodge a complaint and discuss the issue. *We* will manage any complaint according to the Australian Standard on Complaints Handling AS/NZS 10002:2022 and *our Customer Complaints Policy*.
- 14.1 If *we* receive a written complaint from *you*, *we* will:
- (a) acknowledge *your* complaint within 10 *business days*; and
 - (b) respond to *your* complaint by addressing the matters in the complaint within 20 *business days*.
- 14.2 If *you* are unhappy with *our* response to *your* complaint, *you* may make a complaint to a higher level within *our* management structure. If *you* are still unhappy with *our* response, then *you* may refer the complaint to the *Gas Industry Ombudsman* (*you* should give *us* the opportunity to respond to *your* complaint before *you* refer it to the *Gas Industry Ombudsman*). For more information about *our Customer Complaints Policy* and the *Gas Industry Ombudsman*, visit *our* website or call *us*.

15. Disconnection

- 15.1 *We* can interrupt or disconnect *your* gas supply, at any time without notice to *you* in an *emergency*, or for a health or safety reason, if *we* are permitted or required by *law* or if the *Network Operator* requires *us* to do so. In this case, further information on the nature of the *emergency* and an estimate of when

gas supply is likely to be restored will be available by contacting the *Network Operator's* 24-hour emergency line.

15.2 We will try to arrange for the *Network Operator* to reconnect *your* gas supply as soon as possible and in accordance with the timeframes in the *gas customer code*.

15.3 We can interrupt or disconnect *your* gas supply for a health or safety reason if, before we do so:

- (a) we notify *you* in writing of the reason; and
- (b) where we think *you* can fix the reason, *you* have had 5 *business days* to fix it; and
- (c) where after 5 *business days* the reason remains, we send to *you* a *disconnection warning* advising *you* that we will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *disconnection warning*.

We can charge *you* a fee for disconnecting *your* gas supply in these circumstances.

15.4 We can interrupt or disconnect *your* gas supply if the *Network Operator* needs to carry out planned work on the *gas network*. If this occurs, we will provide *you* with notice of any planned work as required by applicable *laws*.

15.5 In addition to the reasons in clauses 15.1 to 15.4, we can arrange the *Network Operator* to disconnect *your* gas supply, acting in accordance with clause 15.6 and applicable *laws* (see clause 17 for information about the *Network Operator*), if:

- (a) *you* fail to pay a bill (either for the *premises* or a previous *premises*) in full by the due date shown on the bill (see clause 5 for information about billing) provided we comply with clause **Error! Reference source not found.** of this contract; or
- (b) *you* do not agree to a *payment plan* or other payment option; or
- (c) *you* do not perform *your* obligations under a *payment plan* or other alternative payment agreement; or
- (d) *you* do not give us or the *Network Operator* safe and unrestricted access to the *premises* or the *meter* (see clause 10 for information accessing the *premises*) provided we comply with clause **Error! Reference source not found.** of this contract; or
- (e) *you* commit a fraud relating to *our* supply of gas to *you* at the *premises* or any other *premises*; or
- (f) *you* get gas supplied to the *premises* illegally or in breach of a relevant regulation or code; or
- (g) subject to the conditions of *our* licence, where we require *you* to provide us with a *security deposit* and *you* fail to provide it to us in whole or in part (see clause 7 for information about security deposits); or
- (h) *you* fail to keep *your* equipment in good working order or condition (see clause 10 for information about *your* equipment); or
- (i) *you* get gas supplied to the *premises* in breach of this *contract*.

We can charge *you* a fee for disconnecting *your* gas supply in these circumstances.

15.6 If we wish to disconnect *your* gas supply because *you* fail to pay a bill, then we will:

- (a) give *you* a *reminder notice* not less than 14 *business days* from the date that we issued *you* the bill advising *you* that payment is overdue and requiring payment by a specified date (which will be not less than 20 *business days* after the date that we issued *you* the bill); and

- (b) if *you* still have not paid *us* by the time indicated in the *reminder notice*:
 - (1) use *our* best endeavours to contact *you*; and
 - (2) give *you* a *disconnection warning* not less than 22 *business days* from the date that we issued *you* the bill, advising *you* that we will disconnect *you* on a day that is at least 10 *business days* after we give *you* the *disconnection warning*; and
- (c) not disconnect *you* until at least 1 *business day* after the date that we say we will disconnect *your* gas supply in the *disconnection warning*;
- (d) if *you* are a *residential customer*.
 - (1) offer *you* a *payment plan* or an alternative payment arrangement; and
 - (2) give *you* information in accordance with clause 6.6; and
- (e) if *you* are a business customer, offer to extend the due date for payment on terms and conditions (including the payment of interest).

15.7 We will not disconnect *you* because *you* fail to pay a bill unless:

- (a) *you* have not accepted *our* offer under either clause 15.6(d) or (e) within the specified period (which must be at least 5 *business days*); or
- (b) *you* have accepted *our* offer but not have taken reasonable action towards settling the debt within the specified time.

For more information about *your* options if *you* have *payment difficulties*, refer to *your* bill, visit *our* website or call *us*.

15.8 If we wish to disconnect *your* gas supply because *you* fail to give *us* or the *Network Operator* access to the *premises* to read a meter, we will only disconnect *you* if:

- (a) *you* have denied access to the *premises* for the purposes of reading the *meter* for the purposes of issuing 3 consecutive bills; and
- (b) on at least one occasion, we gave *you* at least 5 *business days'* written notice of a date or a timeframe requesting access to the *meter* at the *premises*; and
- (c) we used *our* best endeavours to contact *you*; and
- (d) we sent *you* a *disconnection warning* advising *you* that we will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *disconnection warning*.

15.9 If we wish to disconnect *your* gas supply because *you* fail to give *us* or the *Network Operator* access to the *premises* to test, inspect, maintain, alter, replace or check the accuracy of the *meter*, we will only disconnect *you* if on at least one occasion, we gave at least 5 *business days'* written notice of a date or a timeframe requesting access to the *meter* at the *premises* and *you* failed to provide access or reasonable alternative access arrangements within a reasonable time.

15.10 If we wish to disconnect *your* gas supply under 15.5(g) because *you* fail to provide any required *security deposit* to *us*, we will only disconnect *your* gas supply after we send to *you* a *disconnection warning* advising *you* that we will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *disconnection warning*.

15.11 Subject to clause 15.1 of this *contract*, we must not disconnect *your* gas supply if:

- (a) *you give us a statement from a medical practitioner stating that your gas supply is necessary to protect the life or health of a person who lives at the premises; or*
- (b) *you have applied for a government concession or grant and the application has not been determined; or*
- (c) *you make a complaint:*
 - (1) *to us in accordance with our Complaint Resolution Policy; or*
 - (2) *to the Network Operator, the Gas Industry Ombudsman or another dispute resolution body, they notify us of the complaint,*

and the complaint is directly related to the reason for the proposed disconnection and it has not yet been resolved or determined; or
- (d) *you have agreed to a payment plan or other payment option and you are adhering to that payment plan or option; or*
- (e) *you are a residential customer, the amount due is less than \$300, and you tell us that you agree to pay this amount; or*
- (f) *you cannot pay your bill because of a lack of income or other means and we have not done the things we must do in clause 15.6 of this contract or under the gas customer code; or*

you have an amount outstanding on your bill that does not relate to the supply of gas but relates to some other good or service; or

disconnection would occur on a Friday, after 3.00 pm on any other weekday, on a weekend, on a public holiday or on a day immediately before a public holiday, except in the case of interruptions or disconnections for planned work (see clause 15.4 for information about planned work) or you are a business customer and your normal trading hours do not fall within any other period..

15.12 If *you are a vulnerable customer*, we will not disconnect *your gas supply* for 9 months from the date on which we become aware that *you are a vulnerable customer* unless:

- (a) *the vulnerable customer no longer resides at the premises;*
- (b) *the vulnerable customer requests the disconnection;*
- (c) *there is an emergency warranting the disconnection; or*
- (d) *gas has been illegally consumed at the premises.*

15.13 If the *Network Operator* disconnects *your gas supply* at *our request* under this clause 15, then:

- (a) *we can or you can arrange for the Network Operator to remove or physically disconnect the meter at the same time that the supply of gas 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 gas supply.*

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

15.15 The supplier or distributor shall use its best endeavours to minimise interruption to supply occasioned by planned maintenance or augmentation and restore supply as soon as practicable.

16. Reconnection

If *your* gas supply is disconnected under clause 15, then *we* will arrange for the *Network Operator* to reconnect *your* gas supply when *you* ask *us* to reconnect *your* gas 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* gas in the unauthorised way and *you* have paid all amounts owing to *us* under this *contract* (or made an arrangement to pay them).

We will reconnect *your* gas supply if, within 10 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist. If *your* gas supply is disconnected in an *emergency* situation (under clause 15.1), for life or health safety (under clause 15.3) or planned work reasons (under clause 15.4), then *we* will reconnect *your* gas supply if, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist.

16.1 Where *we* require *you* to provide *us* with a *security deposit* in accordance with clause 7 and *you* fail to provide it to *us*, in whole or in part, *we* may subject to any applicable *laws* and the *relevant regulations*, refuse to reconnect supply.

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

- (a) before 3.00 pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply on the same day as *your* request; or
- (b) after 3.00 pm on a *business day*, then *we* will, or cause the *Network Operator* to, reconnect *your* gas supply as soon as possible on the next *business day* or the same *business day* if *you* pay the after-hours reconnection *fee* and *you* ask before 5:00 pm.

16.3 *We* can charge *you* a *fee* for reconnecting *your* gas supply except if the disconnection was due to:

- (a) an *emergency*; or
- (b) planned work.

This clause 16 does not apply to cases where disconnection is required under the *Gas Standards Act 1972* (WA).

17. Our responsibility for gas supply

17.1 In order to sell gas to *you*, *we* ask the *Network Operator* to deliver the gas through the *gas network*.

17.2 The *gas network* is operated by the *Network Operator* and *we* cannot control the way in which the *Network Operator* operates the *gas network*. For example, *we* cannot control the quality, volume or continuity of gas being supplied to *you* through the *gas network*.

- 17.3 However, if *you* are a *consumer*, then certain terms to do with *our* supply of gas to *you* will be implied into this *contract* for *your* benefit under the *Australian Consumer Law*. These consumer guarantees cannot be excluded or modified by any provision of this *contract*.
- 17.4 Except where *you* are a *consumer* and a term implied into this *contract* requires *us* to do so:
- (a) *we* do not guarantee that the gas supplied to *you* will be of any particular quality or that *you* will obtain a continuous supply of gas without interruptions; and
 - (b) *we* will not be liable to *you* for:
 - (1) any loss or damage associated with any surge in the gas supply or *us* failing to supply gas meeting any particular quality; or
 - (2) business interruption loss; or
 - (3) lost profits; or
 - (4) loss of an opportunity; or
 - (5) *your* liability to other people under *contracts* or otherwise, whether arising from or in connection with *our* breach of *contract*, *our* breach of statutory duty, *our* negligence or otherwise.

As a gas retailer, *we* are not responsible for matters relating to the operation of the *gas network*. However, to assist *you* when *you* raise a concern with *us* about *your* gas supply, *we* can:

- (c) supply *you* with a copy of the distribution standards if *you* pay *us* a *fee*; and
- (d) respond to a request about changes in the quality of *your* gas supply that exceed the distribution standards; and
- (e) advise *you* about things *you* can do to avoid interfering with *gas supply equipment* or another person's gas supply; and
- (f) forward *your* concerns to the *Network Operator*.

For more information about *our* liability to *you* under this *contract*, visit *our* website or call *us*.

18. Liability

- 18.1 Notwithstanding any other provision of this *contract*, nothing in this *contract* is to be read as excluding, restricting or modifying the application of any legislation which by *law* cannot be excluded, restricted or modified.
- 18.2 Except as expressly set out in this *contract*, any representation, warranty, condition or undertaking which would be implied in this *contract* by *law*, is excluded to the maximum extent permitted by *law*.
- 18.3 *Our* liability, if any, under this *contract* is limited to the maximum extent permitted by the *Australian Consumer Law*. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, *our* liability for breach of this *contract* is limited to (at *our* option):
- (a) in the case of goods being energy:
 - (1) the replacement of the gas or the supply of equivalent gas; or
 - (2) the payment of the cost of replacing the gas or of acquiring equivalent gas; and

- (b) in the case of services:
 - (1) the supply of the service again; or
 - (2) the payment of the cost of having the services supplied again.

18.4 If you are a *Business customer*, you must take reasonable precautions to minimise the risk of loss or damage to your equipment, the *premises* or *your* business, which may result from poor quality, or reliability of gas supply.

19. Privacy and personal information

19.1 Unless we are permitted to do otherwise under this *contract*, we will collect, hold, use and disclose *your* information confidential in accordance with the procedures and steps set out in *our Privacy Policy*.

19.2 In particular we will keep *your* information confidential in accordance with the *Marketing Code* unless:

- (a) we have *your* prior written consent; or
- (b) the *law* (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to do so; or
- (c) we need to use the information for *our* regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- (d) the information is already in the public domain; or
- (e) we believe *you* have used gas illegally and, as a result, we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety; or
- (f) we use the information for business purposes.

For more information about *our Privacy Policy*, visit *our website* or call *us*.

20. Information

20.1 We will provide or make available a copy of the terms and conditions of this *contract* and any other information we said we would give you in this *contract*.

20.2 We publish a range of information on *our website* including:

- (a) a copy of the *relevant regulations* and a copy of any code; and
- (b) information about our *Family Violence Policy*, *Financial Hardship Policy* and *Customer Complaints Policy*; and
- (c) information about the *standard tariff* and other *fees you* must pay; and
- (d) information about energy efficiency; and
- (e) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.6 of this *contract*.

If *you* request a copy of the information in clause 20.2 of this *contract*, we will provide *you* with a copy free of charge. If *you* request other information, unless we are legally required to provide the information free of charge, we will charge *you* a reasonable *fee*.

20.3 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) the person responsible for paying *your* bills changes; or
- (c) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
- (d) *you* become aware of a gas leak or a problem with the *gas supply equipment* which is at, or reasonably close to, the *premises*; or
- (e) *you* change the way *you* use gas (such as if *you* no longer use *your* gas supply for a residential purpose but *you* still pay a residential *standard tariff*); or
- (f) *you* are planning a change to *your* equipment that may affect the quality or safety of gas supply to *you* or anyone else.

21. Assignment

21.1 You may not assign this *contract* without *our* prior written consent.

21.2 We may assign, or otherwise dispose of the whole or any part of *our* interest in this *contract* to a person who acquires all or a substantial portion of the assets of *our* business without *your* prior consent.

22. Variation

22.1 We can change the terms and conditions of the *contract* from time to time without *your* consent. 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 on our website (www.perthenergy.com.au).

22.2 If *you* do not agree with an amendment approved by the Economic Regulation Authority, then *you* can end this *contract* by doing the things described in clause 2.

23. Force majeure

23.1 The obligations of the parties under this *contract* shall be suspended (except the obligation to pay any money owing), to the extent to which they are affected, if that failure or delay is due to any cause or condition beyond the reasonable control of that party (**force majeure event**) for as long as the *force majeure event* continues.

23.2 The party affected by a *force majeure event* must give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

23.3 If the effects of a *force majeure event* are widespread, we will be deemed to have given *you* prompt notice in accordance with clause 23.2 if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

23.4 The party affected by a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* as quickly as possible except that this does not require the party to settle any industrial dispute.

24. General

24.1 Nothing in the *contract* limits or excludes the rights, powers and remedies that *we* have at *law* or in equity.

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

24.3 *We* will comply with the *relevant regulations*, *relevant policies* and all applicable *laws*.

You can obtain more information about the *relevant regulations* and *relevant policies* from *us* or the Economic Regulation Authority.

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

24.5 Clauses 3, 4, 6, 7.5, 7.6, 9.3, 12, 13, 19 and 24.8 will survive termination of this *contract*.

24.6 If any term or clause of this *contract* is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this *contract*.

24.7 If *we* do not exercise *our* rights under this *contract* it will not constitute a waiver of those rights.

24.8 If *you* have consumed gas fraudulently or not in accordance with applicable *law*, *we* may recover from *you* any amount which *we* reasonably estimate constitutes the amount by which *we* have not charged or undercharged *you*.

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

25. Interpretation

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

- (a) the singular includes the plural and vice versa; and
- (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; and
- (c) a reference to a person includes a public body, company, or association or body of persons, incorporated or unincorporated; and
- (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; and
- (e) a reference to a clause is a reference to a clause of the *contract*; and
- (f) headings are included for convenience and do not affect the interpretation of the *contract*; and

- (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; and
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- (i) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow; and
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission; and
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind; and
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year; and
- (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; and
- (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.

26. Definitions

In this *contract*, unless the context otherwise requires:

acceptable identification has the meaning given to that term in section 27 of the *Energy Coordination (Customer Contract) Regulations 2005 (WA)*.

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

basic living needs includes:

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

benefit change means a change to, or the expiry of, a benefit (such as a price discount) provided under this *contract* to *you* during a period that ends earlier than the date on which this *contract* will end.

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

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

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

commencement date is defined in clause 2.1.

consumer has the meaning given in the *Australian Consumer Law*.

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

correcting refund is defined in clause 9.3.

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 or from *our* website.

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

disconnection warning means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect supply of gas to in accordance with our obligations under the *gas customer code*.

emergency means 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 *gas network* security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

family violence has the meaning given in the *gas customer code*;

Family Violence Policy means the policy that *we* have developed to assist vulnerable customers experiencing family violence. A copy of this policy is available on our website or can be obtained on request.

fee means a charge that is not a *standard tariff*.

financial hardship means, if *you* are a *residential customer*, a state of long-term financial disadvantage as a result of which the customer is unable to pay an outstanding amount as required by *us* without affecting the customer's ability to meet the *basic living needs* of the customer or a dependent of the customer.

force majeure event is defined in clause 23.

gas customer code means the Compendium of Gas Customer Licence Obligations comprised in Schedule 2 to a gas trading licence issued under the *Energy Coordination Act* as in force from time to time;

Gas Industry Ombudsman means the person approved by the Economic Regulation Authority under section 11ZPZ(1) of the *Energy Coordination Act 1994* (WA).

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

gas supply equipment means the meter and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to *you*, before (upstream of) the point that gas leaves the meter.

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

GST means GST as defined in *GST Law*.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

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

law means:

- (a) all present and future acts of the Parliament of the Commonwealth and of the Parliament of the State of Western Australia; and
- (b) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all government agencies.

Marketing Code means the Gas Marketing Code of Conduct 2022, which took effect 1 July 2022.

medical practitioner means a person who is registered under the *Health Practitioner Regulation National Law (WA) Act 2010 (WA)* in the medical profession.

meter means the equipment used to measure the volume of gas that we supply to you, which does not form part of the *gas network*.

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

{Note: The *Network Operator* is called the 'gas distribution operator' in section 11ZOA of the *Energy Coordination Act 1994 (WA)* and other *relevant regulations*. This operator is responsible for the *gas network*, which is the system via which gas is delivered to you. We have no control over the *gas network*.}

Financial Hardship Policy means the policy that we have developed 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 or from our website.

payment plan means a payment option, such as payment by instalments, we offer you according to our *Financial Hardship Policy* if you are having difficulties paying your bill. You can call us or visit our website for more information about *Payment Plans*.

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

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 service centre or from our website.

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

relevant policies means the policies published by us on our website from time to time that are relevant to the *contract* and includes our *Customer Complaints Policy* and *Privacy Policy*.

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 is eligible to pay the residential *standard tariff*.

Retail Market Rules means the same as it does in the *Energy Coordination Act 1994 (WA)*.

standard tariff means the charge to be paid by you for or in connection with the supply of gas under the *Gas Tariffs Regulations* or such lesser charge that we publish from time to time.

security deposit means an amount of money provided as security against you defaulting on a payment due to us in connection with this *contract*.

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

vulnerable customer means a *residential customer* who:

- (a) has advised *us* that they are affected by *family violence*; or
- (b) we have reason to believe is affected by *family violence*.

Your equipment is all equipment located after (downstream of) the point that gas leaves the meter at the premises which is used to take supply of or consume gas except any gas supply equipment.