

# Perth Energy Standard Form Gas Contract 2023



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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:

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## 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 a 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* may arrange for a final *meter* reading and for 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.

### 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 5.3); and
  - (d) sending *you* overdue notices (see clause 6.2); 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 15.6); and
  - (g) turning on *your* gas in some situations (see clause 16); and
  - (h) removing or physically disconnecting the *meter* (see clause 15.11); and
  - (i) replacing or physically reconnecting the *meter* (see clause 15.11); and
  - (j) other non-standard connection costs; and
  - (k) other fees.

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.

## 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* 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.

We may provide *you* with an estimated bill if we don't have information available to *us* to prepare an accurate bill in time because:

- (a) access is denied as a result of action by *you*, a third party, weather conditions, an industrial dispute or other reasons beyond *our* control;
- (b) *you* are vacating the supply address and require a final account immediately;
- (c) access is denied for safety reasons;
- (d) the *meter* or ancillary equipment has recorded usage incorrectly; or
- (e) the *meter* has been tampered with or bypassed.

Where we provide *you* with an estimated bill, it will be based on:

- (f) *your* reading of the *meter*; or
- (g) *your* prior billing history; or
- (h) if we do not have *your* prior billing history, then we may use:
  - (1) the average usage of gas at the *standard tariff* that applies to *you*; or

- (2) the average usage for *your* type of *meter*; or
- (3) the average usage at the *premises*.

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*.

Also, if the reason we used an estimate was because it wasn't possible to access *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, we will do so.

- 5.3 *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.

- 5.4 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 and *you* have agreed otherwise. As an indication, *our billing cycle* is no more than once every one month and no less than once every 105 days.

- 5.5 We will issue *your* bill to the address nominated by *you*, which may be an email address.

- 5.6 *Your* bill will contain the following information relevant to the *billing cycle*:

- (a) the account name and account number; and
- (b) the *premises* address and relevant mailing 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 6.4 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 5.3; 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.

*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.

- 6.2 If *you* do not pay the total amount payable for any bill by the due date, then *we* can:

- (a) send a *disconnection warning* to *you*; and
- (b) charge *you* a *fee* for each overdue account notice *we* send to *you*; and
- (c) where *you* are a *business customer*, charge *you* interest on the amount *you* have not paid; and
- (d) disconnect *your* gas supply; and
- (e) 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 6.2 or clause 15.5, 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:

- (f) *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
- (g) *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*.

6.3 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.

6.4 If *you* are having trouble paying *your* bills, please advise *us*.

As an indication, *we* will offer the following options to *you*:

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

If *you* are a *residential customer* and seek assistance, *we* will assess *your* request within 3 *business days* of *your* request and *we* will offer *you* assistance in accordance with *our Payment Difficulties and Financial Hardship Policy*.

For more information about any of the above options, visit *our* website or call *us*.

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

6.6 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.

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 historical billing data free of charge:

- (a) for the period 2 years before a request; and
- (b) if the request is in relation to a complaint made by *you* to the *Gas Industry Ombudsman*.

If *you* want billing data for a period before the date *we* started to supply *you* gas, *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);
- (b) *we* will advise *you* of *our Customer Complaints Policy* and the *Gas Industry Ombudsman*;
- (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;
- (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;
- (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:

- (a) the portion of the bill under review that *you* and *we* agree is not in dispute;
- (b) an amount equal to the average amount of *your* bills for the previous 12 months; or

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.

9.2 We may recover from *you* any amount *you* have been undercharged. Where *you* have been undercharged as a result of *our* error, including a metering error, *we* will only recover the amount undercharged in the last 12 months prior to the *meter* reading date on the last bill sent to *you* (the **undercharged amount**) 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.

We will offer *you* the opportunity to pay the *undercharged amount* in instalments over the same length of time during which *you* were undercharged.

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) provide *you* with a refund for the *overcharged amount* (**correcting refund**);
- (c) refund any charge to *you* for testing the *meter* where the *meter* is found to be defective; and
- (d) *we* will not pay *you* interest on the *correcting refund*.

In the event that the *overcharged amount* relates to a *meter* error, if *you* are a *residential customer*, the *correcting refund* will only relate to errors for (at a maximum) the 12 months prior to *your* most recent bill. Where *we* are required to pay *you* a *correcting refund* under the *contract*, *you* can choose whether *we* make the *correcting refund* as:

- (e) a credit to *your* account;
- (f) a payment directly to *you*; or
- (g) a payment to a third party (if *you* have given *us* written instructions to this effect).

## 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

- 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.

**“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*.

- 11.2 You are responsible for keeping your *equipment* in good working order and condition. **“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*.
- 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:

- (a) advise us 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*.

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 3 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* under a new contract.

13.9 If your final bill is in credit after you have paid us all amounts payable under clauses 13.5(b) and 13.8, then you can choose to have us credit your new account with this amount or repay the amount to you.

13.10 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.

Although we are separate companies, we may ask the *Network Operator* to do things for us (such as turn on *your* gas supply or read *your meter*). Where the *contract* says we will do things that relate to the disconnection or reconnection of supply and the *gas supply equipment*, we may ask the *Network Operator* to 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 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*.
- 14.2 If you are unhappy with our response, 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*, if we are permitted or required by law or if the *Network Operator* requires us to do so. We will:
- (a) provide information via the 24 hour emergency line about the nature of the *emergency* and estimate the time when supply will be restored; and
  - (b) use our best endeavours to turn your gas on again as soon as possible (see clause 15.10 for information about reconnecting your gas supply).
- 15.2 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.

- 15.3 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 use our best endeavours to give to you at least 4 days' notice before interrupting or disconnecting your gas supply and we will reconnect your gas supply as soon as we can.
- 15.4 In addition to the reasons in clauses 15.1 to 15.3, we can arrange the *Network Operator* to disconnect your gas supply, acting in accordance with clause 15.5 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); 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*); 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) 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); 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.**

**15.5** 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*, then 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) use *our* best endeavours to contact *you*; and
- (e) 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 6.4; and
- (f) if *you* are a business customer, offer to extend the due date for payment on terms and conditions (including the payment of interest).

**We will not disconnect *you* unless:**

- (g) *you* have not accepted *our* offer under either clause 15.5(e) or (f) within the specified period (which must be at least 5 *business days*); or
- (h) *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*.

**15.6** If *we* wish to disconnect *your* gas supply because *you* fail to give *us* or the *Network Operator* access to the *premises*, *we* will:

- (a) only disconnect *you* if *you* have denied access for the purposes of reading the *meter* for the purposes of issuing 3 consecutive bills; and



- (b) give *you* a notice requesting access to the *meter* at the *premises* each time access was denied; and
- (c) use *our* best endeavours to contact *you*; and
- (d) give *you* an opportunity to offer reasonable alternative access arrangements; and
- (e) 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*.

15.7 If *we* wish to disconnect *your* gas supply under 15.4(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*.

15.8 *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* and *you* have entered into arrangements acceptable to *us* in relation to payment; or
- (b) *you* have applied for a government concession or grant and the application has not been determined; or
- (c) *you* have made a complaint to the *Gas Industry Ombudsman* about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved; or
- (d) *you* have agreed to a *payment plan* or other payment option; or
- (e) *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 15.5; or
- (f) *you* have not paid *your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and have agreed to repay the outstanding amount; or
- (g) *you* have an amount outstanding on *your* bill that is not a *standard tariff*, or
- (h) 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 15.3 for information about planned work); or
- (i) *we* have assessed that *you* are experiencing *financial hardship* and *we* have not given *you* information on concessions available to *you*.

15.9 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.

15.10 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.

15.11 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 15.2) or planned work reasons (under clause 15.3), then *we* will reconnect *your* gas supply if, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist.

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.

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.

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

- (c) an *emergency*; or
- (d) 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

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

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*.

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 terms cannot be excluded or modified by any provision of this *contract*.

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; or
  - (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 *Business customers* must take reasonable precautions to minimise the risk of loss or damage to any equipment, *premises* or business of the *business customer*, which may result from poor quality, or reliability of gas supply.

## 19. Privacy and personal information

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*.

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 the following available to *you*:

- (a) a copy of the terms and conditions of this *contract*; and
- (b) a copy of the *relevant regulations* and a copy of any code; and
- (c) a copy of the distribution standards; and
- (d) information about *our* policies and *our Customer Complaints Policy*; and
- (e) information about the *standard tariff* and other *fees you* must pay; and
- (f) information about energy efficiency; and
- (g) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.4 of this *contract*; and
- (h) *you* billing data according to clause 6.5; and
- (i) any other information *we* said *we* would give *you* in this *contract*.

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

20.2 *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.
- 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 **Error! Reference source not found..**

## 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.

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.

- 24.2 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.
- 24.3 The *contract* and all applicable *laws*, represent the entire agreement between *you* and *us* relating to the matters covered by this *contract*.
- 24.4 Clauses 3, 4, 6, 7.5, 7.6, 9.2, 12, 13, 19 and 24.7 will survive termination of this *contract*.
- 24.5 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*.
- 24.6 If *we* do not exercise *our* rights under this *contract* it will not constitute a waiver of those rights.
- 24.7 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*.
- 24.8 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 9.2.

**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 you if you have not paid your bill or for health and safety reasons and explaining the *Customer Complaints Policy* that you can use if you disagree with your bill.

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

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

**financial hardship** means, if you are a *residential customer*, a state of more than immediate financial disadvantage which results in you being unable to pay an outstanding amount as required by us without affecting your ability to meet the *basic living needs* of you or a dependent of yours.

**force majeure event** is defined in clause 23.

**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** is defined in clause 11.1.

**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*.}



**overcharged amount** means any amount *we* have charged *you* and *you* have paid that exceeds the amount *you* are required to pay under the terms of this *contract*.

**payment difficulties** means, if *you* are a *residential customer*, a state of immediate financial disadvantage that results in *you* being unable to pay an outstanding amount as required by *us* by reason of a change in personal circumstances, including:

- (a) sudden and unexpected disability, illness of or injury to *you* or a dependant of *yours*;
- (b) loss of or damage to property of *yours*; or
- (c) other similar unforeseeable circumstances arising as a result of events beyond *your* control.

**Payment Difficulties and 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* *Payment Difficulties and 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*.

**undercharged amount** is defined in clause 9.2.

**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.

**your equipment** is defined in clause 11.2.