

# Perth Energy Standard Form Electricity Contract 2023



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Perth Energy

## CUSTOMER SCHEDULE

Perth Energy Pty Ltd

ABN 39 087 386 445

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

Email: [info@perthenergy.com.au](mailto:info@perthenergy.com.au)

Business Name

(**Customer**): \_\_\_\_\_

ABN: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

Business Address

(**Premises**): \_\_\_\_\_

NMI: \_\_\_\_\_

Signed by the **Customer** or for and on behalf of the **Customer** by its duly authorised representative:

Sign \_\_\_\_\_

Name (Print) \_\_\_\_\_

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

Signed for and on behalf of **Perth Energy** by its duly authorized representative:

Sign \_\_\_\_\_

Name (Print) \_\_\_\_\_

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

## Thank you for choosing Perth Energy.

Thank *you* for choosing Perth Energy as *your* electricity retailer. If *you* have any questions or concerns after reading this Standard Form Electricity 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](mailto:info@perthenergy.com.au)

**Website:** [www.perthenergy.com.au](http://www.perthenergy.com.au)

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## Information about these terms and conditions

The State Government regulates the contractual arrangements between electricity retailers and *small use customers* (customers who consume less than 160MWh of electricity per year). These terms and conditions, along with the *Customer Schedule*, set out mutual obligations for the supply of electricity from *us* to *you* as a *small use customer* and together forms the legally binding *contract* for this supply.

By signing the *Customer Schedule* that forms the front page to this *contract*, *you* agree to these terms and conditions.

The Code of Conduct for the Supply of Electricity to Small Use Customers 2022 (the "*Code*") regulates the conduct of electricity marketing agents, retailers and network operator. The *Code* protects the interests of *small use customers* and covers most matters relating to the supply of electricity.

A number of *laws*, both Commonwealth and State, govern the activities involved in the supply of electricity. The two most directly applicable to these terms and conditions are the *Electricity Industry Act 2004* (WA) and the *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

## Parties to this contract

*We* and *us* means Perth Energy Pty Ltd (ABN 39 087 386 445) and *our* has a corresponding meaning.

*You* means the customer or person/s taking a supply of electricity from *us* at the *premises* and *your* has a corresponding meaning.

### 1. Supply of electricity

*We* agree to supply electricity to *you* at *your premises* and *you* agree to purchase electricity from *us* on the terms and conditions as set out in this *contract*. The quantity of electricity supplied by *us* to *you* will be the amount measured by the *meter* at *your premises*. *We* will also provide an account management service as part of the supply of electricity to *you* in accordance with the *Code*.

## 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 electricity 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 electricity consumed at the *premises* from the *commencement date*.
- 2.3 Unless *you* or *we* end the *contract* earlier under clause 2 of this *contract*, 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* in accordance with clause 2 of this *contract*, this *contract* is automatically renewed for another 1 year period. This automatic renewal occurs each year until *you* or *we* end the *contract* in accordance with clause 2 of this *contract*.
- 2.4 If *you* end this *contract* because *you* enter into a new contract for the supply of electricity with *us*, this *contract* ends on the expiry of the cooling-off period (if applicable) specified in the new contract.
- 2.5 If *you* end this *contract* because *you* enter into a contract for the supply of electricity 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 electricity retailer in accordance with the *Customer Transfer Code*.
- 2.6 If *you* are disconnected by *us* for any of the reasons in clause 15.5 of this *contract*, *we* terminate this *contract* and this *contract* ends when *you* no longer have any right to reconnection.
- 2.7 *You* can end this *contract* at any time by advising *us* at least 5 days before the day *you* want the *contract* to end.
- 2.8 *We* can end this *contract* by giving *you* 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) consume more than 160MWh of electricity in any period of 12 months; or
  - (e) commit a breach of any of *your* substantial obligations under this *contract* which gives *us* the right to disconnect supply under this *contract* or by *law*.
- 2.9 When this *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 *electricity supply equipment* at any time and you must let us have safe and unrestricted access to the *premises* to allow us to do so; and
- (e) you will remain liable to pay any outstanding amounts owed to us in connection with this *contract* and we will have no further obligation to supply electricity to you; and
- (f) you must enter into a new contract with us if you want us to supply you electricity.

2.10 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 *contract price*. The *contract price* is published on our website.

3.2 You must also pay all costs, *fees* and charges we can lawfully recover from you under applicable *laws*, as well as any taxes, levies, regulated charges, costs, *fees* and charges that we have to pay when we sell and supply electricity to you under this *contract*. If you breach this *contract* or a provision of the applicable *laws* you will be required to pay any *fees* we charge in relation to that breach as well as any costs we incur as a result of that breach, to the extent that they are not covered by the *fees*.

3.3 The *Customer Schedule* we provide to you as the front pages to these terms and conditions will include the following information:

- (a) your name; and
- (b) your contact details; and
- (c) the *premises* address; and
- (d) some of the *electricity supply equipment* details.

3.4 A *contract price* can include a fixed component and a usage component based on the amount of electricity you use. The usage component can be charged at different rates depending upon the amount of electricity you use or when you use electricity.

3.5 We cannot change the *contract price* without your prior agreement during the *contract*, except as provided in clauses 3.6, 3.7 and 3.9 of this *contract*.

3.6 We may increase the *contract price* or *fees* by *CPI* on each 1 January, 1 April, 1 July or 1 October during the term of this *contract* ("*adjustment date*") in accordance with the *CPI escalation* formula.

3.7 If at any time after the execution of this *contract* there occurs:

- (a) a change in existing *law* (other than a *law* relating to income tax or capital gains tax); or
- (b) a new *law* (other than a *law* relating to income tax or capital gains tax);

(including a *law* introducing a carbon tax or emission trading scheme or otherwise in respect of carbon) which directly results in an increase or decrease in our cost of supplying electricity under this *contract* ("*change in law*"), then we may change the *contract price* or *fees* based on the net financial

effect on *us* as a consequence of the *change in law*, in all cases being sufficient to put *us* into the position *we* would have been in had it not been for the *change in law*.

3.8 *We can charge you fees that are in addition to contract price. 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 11 of this contract; and*
- (c) *testing your meter (see clause 5.6 of this contract); and*
- (d) *sending you overdue notices (see clause 6.4 of this contract); and*
- (e) *reading your meter when you move out of the premises (see clause 13.7 of this contract); and*
- (f) *turning off your electricity in some situations (see clause 15.5 of this contract); and*
- (g) *turning on your electricity in some situations (see clause 16 of this contract); and*
- (h) *removing or physically disconnecting the meter (see clause 15 of this contract); and*
- (i) *replacing or physically reconnecting the meter (see clause 13 of this contract); and*
- (j) *other non-standard connection costs; and*
- (k) *other fees.*

3.9 For an explanation of *our fees* please visit *our website* where they are published or call *us*.

3.10 *We will notify you of any changes to the contract price payable by you and any changes to our fees by publishing this information in accordance with clause 4.2 at least 5 business days before the variation comes into effect, unless the contract price or fee:*

- (a) *directly results from:*
  - (1) *a concession expiry or withdrawal, a bank charge, credit card charge or payment processing charge; or*
  - (2) *a benefit change that we have already informed you of under clause 10.1 of this contract; 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) of this contract, 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 of this *contract*.

4.3 Electronic communication will be managed as follows:

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

5.2 We will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* once every *billing cycle*. 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 electricity consumption in accordance with the *Code*. Where this occurs, the bill will state that your electricity consumption has been estimated.

5.3 If we base *your* bill on an estimate of electricity 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 *energy data*.

5.4 *You* can also ask *us* to replace a bill based on an estimate of your electricity consumption with a bill based on an actual *meter* reading. If *you* ask, we will use best endeavours to replace the bill provided *you* pay *our* reasonable costs for reading the *meter* and provide access to the *meter*.

5.5 If we have provided *you* with a bill based on an estimate of electricity consumption, and subsequently an actual *meter* reading or *energy data* becomes available, we will adjust the amount due to take into account that actual *meter* read or *energy data* on *your* next bill.

5.6 *You* can ask *us* to test the *meter* to ensure that it is measuring accurately or to verify your *energy data*, and we will arrange for the *Network Operator* to test the *meter* or check your *energy data* if *you* first pay to *us* the relevant *fee*. If we find that the *meter* is not measuring accurately, or the *energy data* was incorrect then we will refund the *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.

5.7 If there is no *meter* at the *premises*, we will bill *you* in accordance with the *Metering Code* or other applicable law.

- 5.8 We will bill *you* at least once every 100 days and in accordance with the *billing cycle* that we set for *our* customers from time to time, unless:
- (a) we have been unable to obtain the relevant information from the *Network Operator*, or
  - (b) as a result of *your* actions in circumstances in which
    - (1) *you* are supplied electricity by *us* as the *default supplier*; and
    - (2) the bill is the first bill issued to *you* at the *premises*;or
  - (c) we have agreed otherwise with *you*; or
  - (d) we are permitted under the *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 *Code* and includes the following information relevant to the *billing cycle*:
- (a) the account name and account number; and
  - (b) the *premises* address and (if required) mailing address; and
  - (c) the *contract price* 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 6.9 of this *contract* 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* electricity 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 6.2 of this *contract* for some of the payment options); and
  - (m) the amount of arrears or credit and the details of any adjustments to the amount due.

**The *contract price* and other *fees* due under this *contract* will be separately itemised on each bill.**

## 6. Payment

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



- 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 payment 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 due 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* we send to *you* (but only when we are legally entitled to charge a *fee*); and
  - (d) charge *you* interest on any outstanding amounts *you* have not paid; and
  - (e) disconnect *your* electricity supply; and
  - (f) shorten *your* *billing cycle*.
- 6.5 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 of this *contract* for how *we* publish information).
- 6.6 If *you* do not pay the total amount payable for any bill after *we* send a *disconnection warning* to *you*, then subject to our *Payment Difficulties and Financial Hardship Policy*, *we* may 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 and legal costs).
- 6.7 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 any costs or fees incurred.
- 6.8 Unless *you* direct *us* otherwise:
- (a) *we* will apply *your* payment to the amount due for the supply of electricity before applying it to other items; and
  - (b) if *we* also supply gas to *you*, then *we* will apply *your* payment to the amount due for the supply of gas and the supply of electricity use in equal proportions before applying it to other items.
- 6.9 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 *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); and
  - (c) redirection of a bill to a third person (if *you* have the third person's *verifiable confirmation*); and
  - (d) redirection of a bill to a different address; and
  - (e) information about, and referral to, government assistance programs; and

(f) information about independent financial counselling services.

- 6.10 For more information about government assistance programs and independent financial counselling services, visit *our* website or call *us*.
- 6.11 If *you* are a *residential customer* and notify *us* that *you* are experiencing payment difficulties, *we* will assess *your* situation within 5 *business days* of *you* notifying *us* and if *we* assess *you* are in financial hardship offer *you* assistance in accordance with *our Payment Difficulties and Financial Hardship Policy*.
- 6.12 If *you* are a *business customer* and having difficulty paying *your* bill *we* will consider any reasonable requests for an alternative payment arrangement.
- 6.13 If *you* ask *us*, and at the time of the request *we* supply *you* electricity at the *premises*, *we* will give *you* a copy of *your* billing data held by *us* for the *premises* within 10 *business days* of *our* receipt of *your* request.
- 6.14 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 *you* made about *us*.
- 6.15 If *you* want billing data for a period before the date *we* started to supply *you* electricity at the *premises*, *you* will need to ask *your* former electricity retailer for the billing data.
- 6.16 If *you* ask *us*, and at the time of the request *you* are *our* customer, *we* will give *you* information on any alternative tariffs that may be available to *you*.

## 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 electricity at any *premises* unless *you* have disputed the bill relating to that amount and the bill is still subject to a review by *us*, or *you* have made a complaint to the *Electricity Industry Ombudsman* in relation to the bill; or
  - (b) within 2 years before entering into this *contract*, *you* have fraudulently obtained electricity, or consumed electricity intentionally and unlawfully; or
  - (c) *we* reasonably decide *you* have an unsatisfactory credit history or an unsatisfactory history related to paying for electricity supplied to *you*.
- 7.2 Subject to clause 7.1 of this *contract*, *we* can require *you* to provide *us* with a *security deposit* when *you* ask *us* to supply *you* with electricity 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 electricity pursuant to clause 7.1(c) of this *contract*, and
- (b) we will advise *you* of *our* *Customer Complaints Policy* and the *Electricity 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 electricity 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* electricity supply under this *contract*; or
- (b) a final bill issued under this *contract* is not paid.

7.6 If we use a *security deposit* in accordance with clause 7.5 of this *contract*, 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 of this *contract*, 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 electricity 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 of this *contract*, 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:

- (a) to *your* next bill if clause 7.7(a) applies; or otherwise
- (b) to *your* final bill.

## 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 of this *contract*.

## 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 *Metering Code*, 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 *Electricity Industry Ombudsman*.
- 9.3 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 date on which we notified you that undercharging had occurred (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.
- 9.4 We must offer you the opportunity to pay the undercharged amount in instalments.
- 9.5 Where we have undercharged you as a result of fraud by you, we may take action against you. This may include:
- disconnecting the supply of electricity to your premises in certain circumstances; and
  - estimating the electricity usage at the premises for which you have not paid us; and
  - taking debt recovery action against you for the unpaid amount as well as any disconnection costs and our reasonable legal costs.
- 9.6 If you have been overcharged we will:
- notify you of this overcharging within 10 business days after we become aware of the overcharging; and
  - 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
  - after we have set off the overcharged amount (if applicable), provide you with a refund for the overcharged amount (“**correcting refund**”); and
  - refund any charge to you for testing the meter where the meter is found to be defective.
- 9.7 Where we are required to pay you a correcting refund under the contract, and the correcting refund is \$100 or greater, you can choose whether we make the correcting refund as:
- a credit to your account; or
  - a payment directly to you; or
  - a payment to a third party (if you have given us verifiable confirmation to this effect).
- 9.8 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 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* before 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 electricity after the date of the *benefit change*; and
- (b) we will inform *you* of the matters in clause 10.1(a) of this *contract* by providing notice to *you* by email.

## 11. Metering and equipment

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

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

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

11.4 *You* are responsible for keeping *your equipment* in good working order and condition and taking reasonable precautions to protect *your equipment* against surges or interruption in the electricity supplied to *you*. *You* must not let anyone other than an appropriately qualified person who holds a relevant licence to undertake electrical work deal with or perform work on *your equipment*.

11.5 *You* must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*; or
- (b) do anything that will prevent *us* from accessing the *electricity supply equipment*; or
- (c) use electricity in a way that interferes with the supply of electricity 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 11.5 of this *contract*.

## 12. Access

12.1 *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:

- (a) to read the *meter*; or
- (b) to inspect or work on the *electricity supply equipment*; or
- (c) to disconnect or reconnect *your* electricity supply; or
- (d) to inspect or work on *your equipment*; or



(e) for any other reason relating to the supply of electricity to the *premises*.

12.2 We will give you 24 hours' notice before we or the *Network Operator* enters the *premises* for the purposes allowed in this *contract*, except:

- (a) for routine *meter* reading or *meter* replacement; or
- (b) in an *emergency*; or
- (c) if we suspect that electricity is being used illegally at the *premises*.

12.3 If we or the *Network Operator* enters the *premises* for the purposes of planned work then we will give you at least 5 days' notice.

12.4 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 and will show it to you if you are at the *premises*.

### 13. Electricity supply at the premises and moving into or out of the premises

13.1 Before we supply you electricity at the *premises*, we can require you to:

- (a) apply to us for electricity supply (by phone, by e-mail, 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 *electricity supply equipment*) in accordance with clause 12 of this *contract*; 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 electricity connection, provide us with information about your estimated electricity usage; and
- (f) agree to pay us all relevant charges and *fees* according to this *contract*; and
- (g) provide us with a *security deposit* in accordance with clause 7 of this *contract*; and
- (h) pay us any outstanding debt you owe us for the supply of electricity at another *premises* (but not debts that are subject to a dispute or repayment arrangements).

13.2 We will sell you electricity from the day that your electricity 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 electricity or, if no date was agreed, within 20 *business days* from the date of your application.

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

- (a) you do the things listed in clause 14.1 of this *contract*; and
- (b) the *electricity 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 licensed electrician; and

- (d) there is an adequate supply available at the boundary of the *premises*.
- 13.4 If at the time of entering into this *contract*, the *premises* is supplied electricity by an electricity retailer other than *us*, *we* will begin to supply *you* with electricity under this *contract* on the date *you* are transferred from the other electricity retailer to *us* by the *Network Operator* in accordance with the *Customer Transfer Code*.
- 13.5 Before *we* supply electricity to *you* at the *premises*, each of the following conditions must be satisfied:
- (a) *you* do the things listed in clause 13.1 of this *contract*; and
  - (b) the *electricity supply equipment* (and its installation) complies with applicable *laws*; and
  - (c) there is an adequate supply available at the boundary of the *premises*; and
  - (d) the *meter* at the *premises* is available to use.
- 13.6 If *you* move out of the *premises* and no longer wish to obtain electricity supply at the *premises*, *you* must advise *us*:
- (a) at least 5 days before *you* move out; and
  - (b) of an address where the final bill can be sent.
- 13.7 If *you* advise *us* as described in clause 13.6(a) **of this contract**, and *you* move out of the *premises* at the time specified in *your* notice, then *we* will make a final *meter* reading on the day that *you* move out of the *premises* and issue a final bill to *you*. In that case, *you* are only required to pay for electricity used up to the day *you* move out of the *premises*.
- 13.8 If *you* advise *us* as described in clause 13.6(a) **of this contract**, and *you* move out of the *premises* before the time specified in *your* notice then *you* must pay for electricity 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 electricity consumed up to the date on which *you* gave *us* notice.
- 13.9 If *you* do not advise *us* as described in clause 13.6(a) **of this contract**, then subject to any applicable *laws*, *we* may require *you* to pay for electricity used at the *premises* for up to a maximum of 5 days after *we* discover that *you* have moved out of the *premises*. However, *we* will not require *you* to pay for electricity used at the *premises* from the time that a new customer has an obligation to pay for electricity supply at the *premises*.
- 13.10 If the *Network Operator* does not carry out a final *meter* reading on the day the previous customer moved out of the *premises*, *we* will estimate, using an estimation method consistent with a method in the *Electricity Industry (Metering) Code 2012*, how much electricity *you* used and how much the previous customer used. *We* will try to share the cost of electricity between *you* and the previous customer:
- (a) so that *you* and the previous customer each pay a fair share; and
  - (b) so that *we* do not overcharge or undercharge *you*.
- 13.11 *You* agree to:
- (a) co-operate with the *Network Operator* in relation to connecting *your premises* to the *electricity network*; and



(b) allow us to give the *Network Operator* your details.

13.12 Although we are separate companies, we may ask the *Network Operator* to do things for us (such as disconnect *your* electricity supply or read *your meter*). Where this *contract* says we will do things that relate to the disconnection or reconnection of supply or the *electricity supply equipment*, the *Network Operator* may do those things.

## 14. Disputes

14.1 If you wish to raise a complaint concerning our performance or your electricity 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 ISO 10002-2014 and our *Customer Complaints Policy*.

14.2 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*.

14.3 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 *Electricity Industry Ombudsman* (you should give us the opportunity to respond to your complaint before you refer it to the *Electricity Industry Ombudsman*). For more information about our *Customer Complaints Policy* and the *Electricity Industry Ombudsman*, visit our website or call us.

## 15. Disconnection

15.1 We can interrupt or disconnect your electricity supply, at any time without notice to you in an *emergency*, 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 electricity 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 electricity supply as soon as possible and in accordance with the timeframes in the *Code*.

15.3 Nothing in the *contract* limits our, or the *Network Operator's*, statutory powers in relation to emergencies and safety.

15.4 We can interrupt or disconnect your electricity supply if the *Network Operator* needs to carry out planned work on the *electricity 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 and 15.4 of this *contract*, we can arrange the *Network Operator* to disconnect your electricity supply, acting in accordance with clause 15.4 of this **contract** and applicable *laws* (see clause 17 of this **contract** 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 of this contract for information about billing) provided *we* comply with clause 15.6 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 payment option agreed with *us*; or
  - (d) *you* do not give *us* or the *Network Operator* safe and unrestricted access to the *premises* or the *meter* (see clause 12 of this contract for information accessing the *premises*) provided *we* comply with clause 15.8 of this contract; or
  - (e) *you* commit a fraud relating to *our* supply of electricity to *you* at the *premises* or any other *premises*; or
  - (f) *you* get electricity 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 of this contract for information about *security deposits*); or
  - (h) *you* fail to keep *your equipment* in good working order or condition (see clause 11 of this contract for information about *your equipment*); or
  - (i) *you* get electricity supplied to the *premises* in breach of this contract,
- we* can charge *you* a fee for disconnecting *your* electricity supply in these circumstances.

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

- (a) give *you* a *reminder notice* not less than 15 *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* advising *you* that *we* will disconnect *you* on a day that is at least 5 *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* electricity supply in the *disconnection warning*; and
- (d) advise *you* of the existence and operation of *our Customer Complaints Policy*, including the existence and operation of the *Electricity Industry Ombudsman* and specifying the contact details of the *Electricity Industry Ombudsman*.

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

- (1) have not accepted *our* offer of a *payment plan* (if any) within the specified period; or
- (2) have accepted *our* offer of a *payment plan*, 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* electricity 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 bills for 9 consecutive months; and
  - (b) 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
  - (c) we used *our* best endeavours to contact *you*; and
  - (d) we sent *you* a *disconnection warning* advising *you* that we will disconnect *your* electricity 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* electricity 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* electricity supply under 15.5(g) because *you* fail to provide any required *security deposit* to *us*, we will only disconnect *your* electricity supply after we send to *you* a *disconnection warning* advising *you* that we will disconnect *your* electricity 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* electricity supply if:
- (a) *you* give *us* a statement from an *appropriately qualified medical practitioner* stating that *your* electricity 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 *Electricity Industry Ombudsman* or another dispute resolution body, and 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 6.9 of this **contract** and under the *Code*; or
  - (g) *you* have an amount outstanding on *your* bill that does not relate to the supply of electricity but relates to some other good or service supplied under another contract with *us*; or

- (h) the bill does not relate to the *premises*, other than if the bill relates to another *premises* previously occupied by *you*; or
  - (i) disconnection would occur after 12:00 noon on a Friday, after 3.00 pm on any other weekday, on a weekend, or on a public holiday, or the *business day* before a public holiday, except in the case of interruptions or disconnections for planned work (see clause 15.4 of **this contract** 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 We will not disconnect *your* electricity supply if *you* are a *vulnerable customer* 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) electricity has been illegally consumed at the *premises*.
- 15.13 If the *Network Operator* disconnects *your* electricity supply at *our* request under this clause 15 of **this contract**, 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 electricity to *you* is disconnected, or at a later time; and
  - (b) *we* can charge *you* a fee for removing or physically disconnecting the *meter* and replacing or physically reconnecting the *meter* except if *our* actions were due to:
    - (1) an *emergency* not caused by *you*; or
    - (2) planned work; and
  - (c) *you* must not reconnect the electricity supply.
- 15.14 If *we* think *you* have used, or are obtaining electricity 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* electricity use.
- 15.15 We can charge *you* a fee for disconnecting *your* electricity supply except if the disconnection was due to:
- (a) an *emergency* not caused by *you*; or
  - (b) planned work.

## 16. Reconnection

- 16.1 If *your* electricity supply is disconnected under clause 15 of **this contract**, then *we* will arrange for the *Network Operator* to reconnect *your* electricity supply in accordance with *our* obligations under Part 8 of the *Code* when *you* ask *us* to reconnect *your* electricity supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.
- 16.2 We can charge *you* a fee for reconnecting *your* electricity supply except if the disconnection was due to:
- (a) an *emergency*; or

(b) planned work.

16.3 Where we require you to provide us with a *security deposit* 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.

## 17. Our responsibility for electricity supply

17.1 In order to supply electricity to you under this *contract*, we ask the *Network Operator* to deliver the electricity through the *electricity network*.

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

17.3 However, if you are a *consumer*, then certain consumer guarantees to do with our supply of electricity to you will arise under the *Australian Consumer Law* in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 2010* (WA). These consumer guarantees cannot be excluded or modified by any provision of this *contract*.

17.4 Except where you are a *consumer* and a consumer guarantee requires us to do so:

- (a) we do not guarantee that the electricity supplied to you will be of any particular quality or that you will obtain a continuous supply of electricity without interruptions; and
- (b) we will not be liable to you for:
  - (1) any loss or damage associated with any surge in the electricity supply or us failing to supply electricity 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.

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

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

16.6. 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 section 64A of the *Australian Consumer Law* in Schedule 2 to the *Competition and Consumer Act 2010* (Cth). 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 electricity:
    - (1) the replacement of the electricity or the supply of equivalent electricity; or
    - (2) the payment of the cost of replacing the electricity or of acquiring equivalent electricity; 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* and *your* business, which may result from poor quality, or reliability of electricity supply.

## 19. Privacy and personal information

- 19.1 Unless *we* are permitted to do otherwise under this *contract*, *we* will keep *your* information confidential in accordance with the procedures and steps set out in *our Privacy Policy*. In particular, *we* will keep *your* information confidential unless (in accordance with the *Code*):
- (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 electricity illegally and, as a result, *we* provide relevant information to the Director of Energy Safety, the *Network Operator*, and the Police; or
  - (f) *we* use the information for business purposes; or
  - (g) *you* have not paid *your* electricity bill, and *we* disclose information to a credit reporting agency, but *we* will not provide information about a default to a credit reporting agency if:
    - (1) *you* have made a complaint in good faith about the default and the complaint has not been resolved; or



- (2) *you* have requested *us* to review *your* electricity bill and the review is not yet completed.

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

## 20. Life Support Equipment

20.1 If *you* are a *residential customer* and *you*, or a person residing or intending to reside at the *premises*, requires *life support equipment*, *you* must provide *us* with:

- (a) the name, telephone number, email, postal address and street address of the responsible person at the *premises* for *electricity network* outage notification purposes; and
- (b) confirmation from an *appropriately qualified medical practitioner* that the person requires *life support equipment*.

20.2 Once *we* receive confirmation under clause 20.1(b) of this *contract*, *we* will:

- (a) register the *premises* and the contact details (telephone number, email address and postal address) as requiring *life support equipment*; and
- (b) notify the *Network Operator*; and
- (c) provide *you* with the information required under the *Code*.

20.3 If *you* or a person residing or intending to reside at the *premises* and the *premises* is registered in accordance with clause 20.2(a) **of this contract**, *you* must provide *us* with confirmation every year that a person residing at the *premises* still requires *life support equipment*. **Every third year**, the confirmation must be from an *appropriately qualified medical practitioner* that a person residing at the *premises* continues to require *life support equipment*.

20.4 If the *premises* is registered in accordance with clause 20.2(a) **of this contract** and *life support equipment* is no longer required at the *premises* or any contact details change (telephone number, email address or postal address), *you* must notify *us* immediately.

20.5 *We* will de-register the *premises* as requiring *life support equipment* and notify the *Network Operator* if:

- (a) *you* do not provide the information or confirmation in clause 20.1 or clause 20.3 of this *contract* within 3 months of *us* asking and *we* have taken reasonable steps to contact *you* at least twice; or
- (b) *you* notify *us* that *life support equipment* is no longer required at the *premises*.

## 21. Information

21.1 *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*.

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

- (a) ; and
- (b) a copy of the *relevant regulations* and a copy of the *Code*; and

- (c) information about our *Family Violence Policy, Payment Difficulties and Financial Hardship Policy* and *Customer Complaints Policy*; and
- (d) information about the *contract price* and other *fees you* must pay; and
- (e) information about energy efficiency; and
- (f) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 7.8 of this *contract*; and

21.3 If *you* request a copy of the information in clause 21.2 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.

21.4 *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 problem with the *electricity supply equipment* which is at, or reasonably close to, the *premises*; or
- (e) *you* change the way *you* use electricity (such as if *you* no longer use *your* electricity supply for a residential purpose); or
- (f) *you* are planning a change to *your equipment* that may affect the quality or safety of electricity supply to *you* or anyone else.

## 22. Protections relating to Family Violence

- (a) We have practices and processes in place to protect *vulnerable customers* in accordance with the *Code* and *our Family Violence Policy*.

## 23. Assignment

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

23.2 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 of retailing energy without *your* prior consent.

## 24. Variation

24.1 We can change the terms and conditions of the *contract* from time to time without *your* consent subject to those changes being approved by the Economic Regulation Authority, in which case *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](http://www.perthenergy.com.au)).

24.2 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.



## 25. Force majeure

- 25.1 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.
- 25.2 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.
- 25.3 If the effects of a *force majeure event* are widespread, we will be deemed to have given you prompt notice in accordance with clause 25.2 of this *contract* 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.
- 25.4 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.

## 26. General

- 26.1 Nothing in the *contract* limits or excludes the rights, powers and remedies that we have at law or in equity.
- 26.2 This *contract* does not limit our obligation in any way to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.
- 26.3 This *contract* and all applicable laws, represent the entire agreement between you and us relating to the matters covered by this *contract*.
- 26.4 Clauses 3, 4, 0, 7, 9.2, 12, 13, 19 and 26.6 of this *contract* will survive termination of this *contract*.
- 26.5 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*.
- 26.6 If we do not exercise our rights under this *contract* it will not constitute a waiver of those rights.
- 26.7 If you have consumed electricity fraudulently or not in accordance with applicable laws, we may recover from you any amount which we reasonably estimate constitutes the amount by which we have not charged or undercharged you.
- 26.8 This *contract* is governed by the laws of the State of Western Australia.

## 27. Interpretation

- 27.1 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 this *contract*; and
- (f) headings are included for convenience and do not affect the interpretation of this *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.

## 28. Definitions

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

**acceptable identification** has the meaning given to that term in regulation 27 of the *Customer Contracts Regulations*.

**adjustment date** is defined in clause 3.6 of this *contract*.

**appropriately qualified medical practitioner** means —

- (a) within the Perth Metropolitan Area, a specialist medical practitioner, a hospice doctor, or a medical practitioner working in a specialist department of a hospital; or
- (b) outside of the Perth Metropolitan Area, a specialist medical practitioner, a hospice doctor, a medical practitioner working in a specialist department of a hospital or a doctor or general practitioner who works at a local hospital or rural health service (whether or not on a full time basis).

**benefit change** means a change to, or the expiry of, a benefit (such as a price discount) provided under this *contract* to *you* for a period of time 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 customer** means a customer who is not a *residential customer*.

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

**change in law** is defined in clause 3.7 of this *contract*.

**consumer** has the meaning given in the *Australian Consumer Law* in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 2010* (WA).

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

**contract price** means the "Standard Tariff" published by Perth Energy on its website for the supply of electricity under this *contract*, which includes a *peak energy price*, *off peak energy price* and *daily supply charge*, as may be adjusted from time to time in accordance with the *contract*.

**commencement date** is defined in clause 2.1 of this *contract*.

**Code** means the *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2022* (WA) in force from time to time.

**correcting refund** is defined in clause 9.6 of this *contract*.

**CPI** means the Consumer Price Index (All Groups for the City of Perth) published quarterly by the Australian Bureau of Statistics or if that index is no longer published or the way it is calculated materially changes, such substitute index as determined by Perth Energy acting as a reasonable and prudent person which most closely approximates the original effect of that index.

**CPI escalation** means the following formula:

$$A = B \times \frac{CPI_n}{CPI_{n-1}}$$

CPI<sub>n-1</sub>

Where:

A the *contract price* payable from and including the relevant *adjustment date*;

B the *contract price* payable immediately before the relevant *adjustment date*;

CPI<sub>n</sub> the CPI for the quarter ending 3 months before the *adjustment date*;

CPI<sub>n-1</sub> the CPI applying in the quarter ending 6 months before the *adjustment date*.

**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 *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

**Customer Schedule** means the front pages to this *contract* and is further defined in clause 3.3 of this *contract*.

**Customer Transfer Code** means the *Electricity Industry Customer Transfer Code 2016* (WA) in force from time to time.

**default supplier** has the meaning given to that term in regulation 35 of the *Customer Contracts Regulations*.

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

**Electricity Industry Ombudsman** means the Energy Ombudsman approved by the Economic Regulation Authority.

**electricity network** means the South West Interconnected System (as described in the *Electricity Industry Act 2004* (WA)).

**electricity supply equipment** means the meter and any electrical facilities or other equipment used to transmit or measure electricity for transfer to you, before the point where electricity is transferred from the meter.

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

**energy data** has the meaning given in the Code and refers to the measure of energy over time as recorded by the meter.

**family violence** has the meaning given in the 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.

**fees** means a charge that is not a contract price.

**force majeure event** is defined in clause 25 of this contract.

**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.

**law** means:

- (c) the common law (as it applies in the State of Western Australia);
- (d) all present and future acts of the Parliament of the Commonwealth and of the Parliament of the State of Western Australia; and
- (e) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all government agencies.

**life support equipment** means the equipment designated under the Western Australian government's Life Support Equipment Electricity Subsidy Scheme.

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

**Metering Code** means the *Electricity Industry Metering Code 2012* (WA) in force from time to time.

**MWh** means megawatt-hours.

**network access tariffs** means the fees payable by *us* to the *Network Operator* from time to time for the transmission and distribution of access services.

**Network Operator** means the person who operates the *electricity network* (as described in section 5 of the *Electricity Act 1945* (WA)).

{Note: The *Network Operator* is responsible for the *electricity network*, which is the system via which electricity is delivered to *you*. *We* have no control over the *electricity network*.}

**off-peak tariff** means the "Off-Peak tariff" specified as part of the *contract price*, which is payable for the electricity supplied to *you* during any *off-peak period*.

**off-peak period** means a period that is not a *peak period*.

**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.

**peak tariff** means the "Peak tariff" specified as part of the *contract price*, which is payable for electricity supplied to *you* during any *peak period*.

**peak period** means a period between 8:00 am and 10:00 pm (WST) on any Monday, Tuesday, Wednesday, Thursday or Friday.

**premises** means the address to which electricity 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.

**reference price** means the charge or charges to be paid by *you* for or in connection with the supply of electricity that *we* publish from time to time.

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

**residential customer** means a customer to whom electricity is supplied for residential purposes.

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

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

**undercharged amount** is defined in clause 9.3 of this *contract*.

**verifiable confirmation** has the meaning given the in *Code*.

**vulnerable customer** means a designated person 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*** means all equipment located after (downstream of) the point that electricity leaves the *meter* at the *premises* which is used to take supply of or consume electricity except any *electricity supply equipment*.