

# Standard Gas Agreement

Terms and Conditions

December 2011

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## Welcome to Synergy.

This is a copy of our Standard Gas Agreement with you. It details, in a clear and easy-to-read way, each element of our agreement to acquire energy for you.

It also details what you can expect from us, together with *your* rights and obligations.

At Synergy, our commitment is to provide you with the highest level of service and professionalism at all times. If you have any questions after reading through this agreement, please call our Business Management Team on 1300 859 333.

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## Standard Gas Contract

Electricity Retail Corporation trading as Synergy

ABN: 71 743 446 839

Address: 228 Adelaide Terrace, Perth, WA 6000

Fax: (08) 9221 4628 Email: \_\_\_\_\_

The following notice applies if this is an *unsolicited consumer agreement* (as defined in the *Australian Consumer Law*):

### NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

#### Important Notice to the Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

I, \_\_\_\_\_, the Customer:

- (a) apply to Synergy for the supply of gas to the *premises* on the terms and conditions contained in the Synergy Standard Gas Terms and Conditions;
- (b) acknowledge receipt of prescribed *Marketing Code* and *Australian Consumer Law* information outlining the various rights and obligations of Synergy and the Customer; and
- (c) request the supply of gas during the *cooling-off period*  
 (tick if required).

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 **Synergy** by its duly authorised representative:

Sign \_\_\_\_\_

Name (print) \_\_\_\_\_

Date \_\_\_\_\_

**Agent details** (if acting on Synergy's behalf)

Signed for and on behalf of **Synergy** by its duly authorised agent:

Sign \_\_\_\_\_

Company name \_\_\_\_\_

Name (print) \_\_\_\_\_

Business address (not PO Box) \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

Email address \_\_\_\_\_

**Contract Particulars**

1. **Your details**

Title: .....

Family name:.....

Given names:.....

Postal address: .....

.....

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

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

Mobile:.....Facsimile:.....

Email.....

2. **Your business details** (complete this section for business applications only)

Registered Business Name:.....

ABN/ACN:.....

3. **Connection details** (address of site connection required)

Unit No: .....Lot/House No: .....Street:.....

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

Date connection required:.....

4. **Product & pricing details**

(To be completed by a Synergy representative)

.....

5. **Billing frequency**

Standard

Group

6. **Cooling-off period**

In addition to *your* rights under the Synergy Standard Gas Terms and Conditions, *you* can end the *contract* by giving *us* notice that *you* want the *contract* to end during the following period:

- (a) if the *contract* was not negotiated by telephone - the period of 10 *business days* starting at the start of the first *business day* after the day on which the *contract* was made; or
- (b) if the *contract* was negotiated by telephone - the period of 10 *business days* starting at the start of the first *business day* after the day on which *you* were given the *contract*, (the *cooling-off period*)

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

- (a) gas is not connected to the *premises*; or
- (b) gas is connected to the *premises*, but no gas is being supplied to the *premises* by *us*.

If, at your request, we supply *you* with gas during the *cooling-off period* and *you* end the *contract* during the *cooling-off period*, we may charge *you* for any gas and associated services supplied to *you* during this period.

## ATTACHMENT A

The following notice applies if this is an *unsolicited consumer agreement* (as defined in the *Australian Consumer Law*):

### NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

#### Your additional rights to cancel this agreement

In addition to your rights described in the agreement:

- (a) You have a right to cancel this agreement at any time within 10 business days from and including the day after you signed or received this agreement.
- (b) You also have a right to cancel this agreement at any time within 3 months from and including the day after you signed or received this agreement if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).
- (c) You also have a right to cancel this agreement at any time within 6 months from and including the day after you signed or received this agreement if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).

You may cancel this agreement by telling us over the telephone or in person that you would like to cancel the agreement or by:

- (a) giving us a notice personally; or
- (b) giving us or sending us a notice, in an envelope addressed to Synergy 228 Adelaide Terrace, Perth, WA, 6000; or
- (c) sending us an email to; or \_\_\_\_\_
- (d) sending us a fax to (08) 9221 4628

saying that you would like to cancel the agreement.

You may use the notice attached as **Attachment B** to this agreement to let us know you would like to cancel the agreement.

#### Supplying goods or services during the cooling-off period

We are not allowed to supply you with gas or accept or ask for any payment for gas at any time within 10 business days from and including the day after you signed or received this agreement, unless:

- (a) gas is not connected to the premises; or
- (b) gas is connected to the premises, but no gas is being supplied to the premises by us.

**ATTACHMENT B**

**Section 82**

**Australian Consumer Law**

**Cancellation notice – Unsolicited consumer agreement**

**Right to cancel this agreement within 10 business day cooling-off period**

You have a right to cancel this agreement without any reason within 10 *business days* from and including the day after you signed or received this agreement.

**Extended right to cancel this agreement**

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and send it to the supplier.

Alternatively, write a letter or send an email to the supplier.

**Supplier details (to be completed by the supplier)**

Name: Synergy

Address: 228 Adelaide Terrace, Perth, WA, 6000

Email address (if any): .....

Fax number (if any): (08) 9221 4628

Details of goods or services supplied under the agreement:

.....

Cost of goods or services:.....

Date of agreement: .....

Transaction number (if any):.....

**Consumer details**

Name of consumer: .....

Consumer’s address: .....

**I WISH TO CANCEL THIS AGREEMENT**

Signed by the consumer: .....

Date:.....

**Note:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected

**Synergy**  
**(ABN 71 743 446 839)**  
**Terms And Conditions**  
**Standard Gas Agreement**

## **1 Supply of gas**

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

## **2 We will comply with certain codes, standards and policies**

We will comply with certain *regulatory requirements*, provisions in the *relevant regulations* and a number of codes, standards and *relevant policies*, including:

- (a) the standards of service set out in part 5 of the *Customer Contracts Regulations*;
- (b) the *AGA Code*; and
- (c) the *Marketing Code*;
- (d) the *Gas Customer Code*; and
- (e) the standards of service in our *relevant policies*.

*You* can obtain more information about the *AGA Code*, *Marketing Code*, the *Gas Customer Code*, *relevant regulations* and our *relevant policies* from *us* or the Economic Regulation Authority.

## **3 When the contract starts**

The *contract* begins on the date and time that *we* agree to supply gas to *you*.

## **4 Charges and fees**

### **4.1 Standard price**

On and from the date and time this *contract* begins, *you* must pay to *us* the *standard price* that applies to *you* in connection with gas *we* supply to *you* under the *contract*.

### **4.2 What are standard prices?**

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

In addition, there are also different residential and business *standard prices* for each of:

- (a) the Mid-West/South-West area; and
- (b) the Albany area; and
- (c) the Kalgoorlie-Boulder area,

as those areas are defined in the *Gas Tariffs Regulations*.

Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*. These eligibility conditions are discussed at clause 4.5 of this *contract*.

If *we* change the *standard prices*, *we* will publish those changes and the date that the change will take effect (see clause 21.2 for how *we* publish information). *We* will also notify *you* of the

changes in the *standard prices* by no later than *your* next bill. For an explanation of the *standard prices* available please visit *our* website or call *us*.

#### 4.3 What makes up a standard price?

A *standard price* includes a fixed component and a usage component based on the amount of gas *you* use. The fixed component and the usage component are specified in the *standard price* we publish. The usage component can be charged at different rates depending upon the amount of gas *you* use.

#### 4.4 Which standard price do you pay?

*Your* bill will show *you* which *standard price* *you* are paying.

#### 4.5 Eligibility conditions on standard price

##### Residential standard price

Under the *Gas Tariffs Regulations* to be eligible for the residential *standard price*, either:

- (a) the *premises* must be a dwelling (a house, flat, home unit or other place of residence) and the gas supplied there is solely for residential use; or
- (b) the *premises* is not a dwelling (a house, flat, home unit or other place of residence) but the gas supplied to the *premises* is separately metered and is solely for residential use.

If *you* are paying a residential *standard price*, *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 price* to the start of the non-residential use (up to a maximum of 12 months) or a longer period if the underpayment was directly attributable to *your* act or omission.

##### Business standard price

If *you* do not qualify or no longer qualify for the residential *standard price* *you* must pay the business *standard price*.

#### 4.6 We can charge you other fees

We can charge *you* *fees* that are in addition to the *standard 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 5.2); and
- (c) testing *your meter* (see clause 5.3); and
- (d) sending *you* overdue notices (see clause 6.6); and
- (e) reading *your meter* when *you* move out of the *premises* (see clause 9.4); and
- (f) turning off *your* gas in some situations (see clause 11.6); and

- (g) turning on *your* gas in some situations (see clause 11.9); and
- (h) removing or physically disconnecting the *meter* (see clause 11.10); and
- (i) replacing or physically reconnecting the *meter* (see clause 11.10); and
- (j) other non-standard connection costs; and
- (k) other *fees*.

For an explanation of *our fees* please visit *our website* or call *us*.

## 5 How we will calculate your gas use

### 5.1 Measuring gas

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 Basis of a bill

We will use *our* best endeavours to obtain metering data as frequently as required to prepare *your* bill. In any event, we will use best endeavours to ensure that the *network operator* reads the *meter* once every 12 months. However, if we ask *you* and *you* agree, *you* can read the *meter* yourself and provide the *network operator* (or *us*) with the *meter* readings. In that case, we will bill *you* on the basis of *your meter* readings subject to *regulatory requirements, relevant codes and relevant regulations*.

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 to the *meter* is not possible due to reasons beyond *our* control, including due to weather conditions, an industrial dispute, the actions of a third party or *you* deny access;
- (b) access to the *meter* is not possible for safety reasons;
- (c) *you* are vacating the *premises* and require a final bill immediately; or
- (d) we cannot otherwise reasonably base a bill on the *network operator's* or *your* reading of the *meter*, including where the *meter* has been tampered with or bypassed or the *meter* is inaccurate.

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

- (a) *your* reading of the *meter*; or
- (b) *your* prior billing history; or
- (c) if we do not have *your* prior billing history, then we may use:
  - (1) the average usage of gas at the *standard price* that applies to *you*; or
  - (2) the average usage for *your* type of *meter*; or
  - (3) the average usage at the *premises*.

If we use estimates, then:

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

If we have provided *you* with an estimated bill, which is not a final bill, and we subsequently obtain an actual *meter* reading from the *network operator* or *you*, 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 *you* denied *us* or the *network operator* access to *your meter* and *you* ask that we replace the estimated bill with a bill based on a *meter* reading, we will do so, provided *you* grant the *network operator* access to the *meter* and pay *us* a reasonable charge.

### **5.3 You can request a *meter* test**

*You* can ask *us* to test the *meter* to ensure that it is measuring accurately and we will arrange 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.

## **6 Bills**

### **6.1 When we will bill you**

We will bill *you* in accordance with the billing cycle that we set for our customers from time to time. As an indication (and subject to the Gas Customer Code), our billing cycle is no more than once a month and no less than once every three months, unless *you* have agreed otherwise.

## 6.2 Things we include in your bill

Unless you agree otherwise, your bill will contain the information required under clause 4.5(1) of the *Gas Customer Code* relevant to the *billing cycle* including:

- (a) the account name and account number; and
- (b) the *premises* address and (if required) mailing address; and
- (c) the *standard 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 6.5 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 6.4 for some of the payment options); and
- (m) if a residential *standard price* applies to you, 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 *security* you provided (in accordance with clause 18); and
- (t) contact details of the *gas industry ombudsman*.

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

### 6.3 Applying your payments to your bill

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 Paying your bill

*You* must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least *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 also ask to make payments in advance.

*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 *our* customer service centre. 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.

### 6.5 If *you* are having trouble paying

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

If *you* are paying a residential *standard price* and seek assistance, we will assess *your* request within *3 business days* of *your* request. If we assess that *you* are having *payment difficulties* or experiencing *financial hardship*, we will:

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

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

For more information about government assistance programs and independent financial counselling services, contact *us* (see clause 22.3 for *our* contact details).

### 6.6 If *you* do not pay your bill

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) subject to complying with clause 5.6 of the *Gas Customer Code*, charge you a *fee* for each overdue account notice we send to you; and
- (c) where you are paying a *business standard price*, 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 paying a *business standard price*, 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 21.2 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).

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*.

## 6.7 You can obtain your billing data

If you ask us, we will give you a copy of your billing data held by us for the *premises*. 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.

We will provide the data to you within 10 *business days* of the date we are deemed to receive:

- (a) your request; or
- (b) if we ask you to pay a reasonable *fee* for providing the billing data, your payment of this *fee*.

We must provide you with historical billing data free of charge:

- (a) for the period 2 years before a request; or
- (b) if the request is in relation to a dispute with us.

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 Reviewing your bills

### 7.1 Reviewing a bill

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

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

other bills that are due, then you must also pay those bills by the due dates.

If in accordance with clause 4.16 of the *Gas Customer Code* you request us to review your bill, then we will review your bill and inform you of the outcome of the review as soon as we can and no later than 20 business days from the date we are deemed to receive your request for us to review your bill.

If after a review of your bill:

- (a) we are satisfied the bill is correct, we:
  - (1) may require you to pay the unpaid amount; and
  - (2) will advise you that you can ask us to arrange a meter test; and
  - (3) will advise you of our customer complaints policy and any external complaints handling processes; or
- (b) we are satisfied the bill is incorrect, we will adjust the bill for any undercharging or overcharging (clause 7.2 explains how we do this).

## 7.2 Undercharging and overcharging

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

## 8 Gas supply equipment and your equipment

### 8.1 Gas supply equipment

We or the *network operator* will provide, install and maintain *gas supply equipment*, including the *meter* and necessary ancillary equipment at the *premises*, after due consideration of *your wishes*.

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*.

### 8.2 Your equipment

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*.

### 8.3 Things that you are prohibited from doing

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *gas supply equipment*; or
- (b) do anything that will prevent *us* or the *network operator* from accessing the *gas supply equipment*; or
- (c) use gas in a way that interferes with the supply of gas to anyone else; or
- (d) use gas in a way that causes loss to *us* or anyone else; or
- (e) use gas in a way that interferes with the supply of gas by *us* to *you*; or
- (f) unless *you* have permission from *us* or the *network operator*, turn the *meter* on if the *meter* has been turned off by *us* or by the *network operator*; or
- (g) contravene any applicable laws in relation to the use of gas, use or operation of the *gas supply equipment* or use or operation of *your equipment*; or
- (h) allow anyone else to do the things described in this clause 8.3.

## 9 Your gas supply at the premises

### 9.1 Things you must do when you want gas supplied to the premises

If you want gas to be supplied to the *premises*, then before we supply you gas at the *premises*, you must:

- (a) apply to us for gas supply (by phone, in person or in writing) and provide us with identification we consider acceptable; and
- (b) if we require it, provide us with assurance that we and persons nominated by us (including the *network operator*) will be able to access the *premises*, *meter* (and other *gas supply equipment*) and *your* equipment according to clause 10; 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) if we require it, in the case of a new gas connection, provide us with information about *your* estimated gas usage; and
- (f) if we require it, 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) if we require it, provide us with a security in accordance with clause 18; 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 agreed with us).

### 9.2 New gas connections

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 or, if no date was agreed, within 20 *business days* from the date of *your* application.

If the *premises* 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 9.1; And
- (b) a gas service connection and *meter* must be installed by the *network operator* at the premises and must be available to use; and
- (c) the *gas supply equipment* (and its installation) and *your equipment* (and its installation) must comply with the *regulatory requirements*; and

- (d) if we ask *you*, you have given us (or the *network operator*) notices of installation or completion of work on *your equipment* from a *gas installer*; and
- (e) there is an adequate supply of gas available at the necessary volume and pressure at the boundary of the *premises*.

### 9.3 Existing gas connections

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 9.1; 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) and *your equipment* (and its installation) must comply with the *regulatory requirements*; and
- (d) there is an adequate supply of gas 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.

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*.

### 9.4 Moving out of the premises

- (a) If *you* move out of the *premises* and no longer wish to obtain a gas supply at the *premises*, *you* must advise *us*:
  - (1) at least 3 *business days* before *you* move out; and
  - (2) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 9.4(a), and *you* move out of the *premises* at the time specified in *your* notice, then we will arrange 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 consumed at the *premises* and other charges relating to *your* supply at the *premises* (including, for example, supply charges) up to the day *you* move out of the *premises* .

- (c) If *you* advise us as described in clause 9.4(a), and *you* move out of the *premises* before the time specified in *your* notice, then *you* must pay for *our* reasonable charges for reading the *meter* and for gas up to the time specified in *your* notice.
- (d) If *you* do not advise us as described in clause 9.4(a), then subject to any applicable laws, we may require *you* to pay for our reasonable charges for reading the *meter* and for gas used at the *premises* for up to a maximum of 5 days after *you* notify us that *you* have moved out of the *premises*.
- (e) 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.
- (f) If *you* have reasonably demonstrated to us that *you* were evicted from the *premises* or were otherwise required to vacate the *premises*, then we will not require *you* to pay for gas consumed at the *premises* from whichever is the later of, the date *you* vacate the *premises* and the date that *you* notify us of the following:
  - (1) the date that *you* vacated or intend to vacate the *premises*; and
  - (2) a forwarding address to which a final bill may be sent.However, we may still charge *you* for other charges relating to *your* supply at the *premises* (including, for example, supply charges and *our* reasonable charges for reading the *meter*).
- (g) If *your* final bill is in credit after *you* have paid us all amounts payable under clause 9.4, then *you* can choose to have us credit *your* new account with this amount or repay the amount to *you*.

## 10 Access to the premises

- (a) You must let us or persons nominated by us (including the *network operator*) have safe, convenient and unrestricted access to the *premises* when we or they 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) Subject to clause 21.5, we will give you 24 hours notice before we or the *network operator* enters the *premises* for the purposes allowed in this *contract*, except in any of the following cases (where we or the *network operator* may enter the *premises* without giving you prior notice):
  - (1) for routine *meter* reading or *meter* replacement; or
  - (2) in an *emergency*; or
  - (3) if we or the *network operator* suspect that gas is being obtained or used illegally at the *premises*.
- (c) If we or the *network operator* enters the *premises* for the purposes of planned work then we or the *network operator* will give you at least 4 *business 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*.
- (e) If you do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading by the *network operator*, we can request you to read the *meter* and provide the *meter* reading to the *network operator*. If we make that request, then you must read the *meter* and provide the *meter* reading to the *network operator* within the timeframe specified in our request. This does not prejudice our rights and remedies in respect of your breach of clause 10(a)(1).

## 11 Interruptions to your gas supply

### 11.1 Emergency

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 reasonably practicable once it is safe to do so (see clause 11.8 for information about reconnecting *your* gas supply).

In certain circumstances we can charge *you* a fee for disconnecting *your* gas supply in an *emergency* – see clause 11.10.

### 11.2 Health and safety

Without limiting *our* rights under clause 11.1, 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*.

In certain circumstances we can charge *you* a fee for disconnecting *your* gas supply in relation to health or safety reasons – see clause 11.10.

### 11.3 Planned work on the gas network

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 *business days* notice before interrupting or disconnecting *your* gas supply and we will reconnect *your* gas supply as soon as reasonably practicable once it is safe to do so.

In certain circumstances we can charge *you* a fee for disconnecting *your* gas supply in relation to planned work – see clause 11.10.

### 11.4 Events beyond your control

If an *event beyond your control* occurs and prevents *you* performing any of *your* obligations under this *contract*, *you* must tell us as soon as reasonably practicable and *you* are then not required to perform that obligation to the extent and for as long as *you* are prevented by that *event beyond your control*.

However, *you* must pay *your* bill by the due date shown on the bill, even if an *event beyond your control* occurs.

### 11.5 Events beyond our control

If an *event beyond our control* occurs and prevents *us* performing any of *our* obligations under this *contract*, then we are not required to perform that obligation to the extent and for as long as we are prevented by the *event beyond our control*. If such an *event beyond our control* and if we consider it appropriate to do so, we may notify *you* of the *event beyond our control* by any reasonable means, including by a public announcement (for example, on television, radio or in a newspaper).

### 11.6 Disconnection due to your actions

In addition to the reasons in clauses 11.1 to 11.3, we can arrange the *network operator* to disconnect *your* gas supply, acting in accordance with clause 11.7 and applicable laws (see clause 21.1 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 6 for information about billing); or
- (b) we are unable to establish *your* identity or *your* eligibility for any particular *standard price, fee, discount, concession* or rebate on *your* account, verify that life support equipment is required at *your premises* or issue an accurate bill to *you* as a result of *your* failure to comply with *your* obligations to provide information to *us* under this *contract*; or
- (c) *you* do not agree to a *payment plan* or other payment option; or
- (d) *you* do not perform *your* obligations under a *payment plan* or other payment option; or
- (e) *you* do not give *us* or the *network operator* safe and unrestricted access to the *premises* or the *meter* (see clause 10 for information about access to 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* security, *you* fail to provide it to *us* (see clause 18 for information about security); or
- (h) *you* fail to keep *your* equipment in good working order or condition (see clause 8 for information about *your* equipment); or
- (i) *you* get gas supplied to the *premises* in breach of this *contract*; or

- (j) without limiting any of the above paragraphs, *you* breach any of *your* obligations under this contract and fail to remedy the breach within 10 *business days* of us requesting *you* to do so.

We can charge *you* a fee for disconnecting *your* gas supply in these circumstances – see clause 11.10.

### **11.7 Things we must do before disconnecting *your* gas supply**

#### **Unpaid bills**

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 paying a residential *standard price*:
  - (1) offer *you* a payment plan or alternative payment plan; and
  - (2) give *you* information in accordance with clause 6.5; and
- (f) if *you* are paying a business *standard price*, offer to extend the due date for payment on terms and conditions (including the payment of interest).

We will not disconnect *you* unless:

- (a) *you* have not accepted *our* offer under either clause 11.7(e) or (f) within the specified period (which must be at least 5 *business days*); or
- (b) *you* have accepted *our* offer but have not taken reasonable action towards settling the debt within the specified time (which must be at least 5 *business days*).

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

#### **Access to the meter**

If we wish to disconnect *your* gas supply because *you* fail to give us or the *network operator* access to the *meter*, 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) only disconnect *you* if each time access was denied we gave *you* 5 *business days* notice in writing:
  - (1) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises* ; and
  - (2) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
  - (3) advising *you* of *our* ability to arrange disconnection if *you* fail to provide access to the *meter*; and
- (c) use *our* best endeavours to contact *you* to advise of the proposed disconnection; 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*.

### Security

If we wish to disconnect *your* gas supply under 11.6(g) because *you* fail to provide any required *security* 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*.

### 11.8 We must not disconnect your gas supply in some circumstances

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 us, the *network operator* or 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 acceptable to us; 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 11.7; or
- (f) *you* have not paid *your* bill, but the outstanding amount

is less than an average bill over the previous 12 months, and *you* have agreed to repay the outstanding amount; or

- (g) *you* have an outstanding amount on *your* bill that relates to a *standard price* or other fee not contemplated by the AGA Code; 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 the day before a public holiday, except in the case of interruptions or disconnections for planned work (see clause 11.3 for information about planned work); or
- (i) *we* have not given *you* information on any government funded concessions as outlined in the AGA Code.

### 11.9 Reconnecting your gas supply

If *your* gas supply is disconnected under this clause 11, 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 agreed with *us* 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 11.1), for life or health safety (under clause 11.2) or planned work reasons (under clause 11.3), then *we* will reconnect *your* gas supply if, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist and it is safe to reconnect.

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* or on a day that is not a business day, then *we* will use *our* best endeavours to reconnect *your* gas supply as soon as *we* can on the next business day; or
- (c) after 3:00 pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply on 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 in certain circumstances – see clause 11.10.

This clause 11.9 does not apply to cases where disconnection is required under the *Gas Standards Act 1972 (WA)*.

#### **11.10 Consequences of disconnecting your gas supply**

If we or the *network operator* at our request disconnects your gas supply in any of the circumstances under this clause 11, 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 all or any of disconnecting your gas supply, removing or physically disconnecting the *meter*, reconnecting your gas supply and replacing or physically reconnecting the *meter*, as the case may be, except where the disconnection was due to:
  - (1) an *emergency* or health or safety reason, unless:
    - (i) that *emergency* or health or safety reason was caused or substantially contributed to by you or anyone under your care, custody or control or who was present at the *premises* with your permission; and
    - (ii) in the case of a health or safety reason where there was not also an *emergency* situation, you did not remedy the health or safety issue to our reasonable satisfaction within 10 *business days* of being requested to do so by us or the *network operator*; or
  - (2) planned work the *network operator* needs to carry out on the gas network, other than planned work that was requested or otherwise caused or substantially contributed to by you or anyone under your care, custody or control or who was present at the *premises* with your permission; and
- (c) you must not reconnect the gas supply.

#### **11.11 Reporting illegal use**

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.

## 12 Gas supply

### 12.1 The nature of the gas supplied to you

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*.

As a result the gas supplied to *you*:

- (a) may not be free from interruptions or fluctuations and may fluctuate in quality from time to time;
- (b) will be of the quality of gas contained in the *gas network*; and
- (c) may not suit *your* specific needs if, for example, *you* have specific goods or equipment at the *premises* that require a continuous gas supply free from interruptions or fluctuations in supply or fluctuations in quality.

There are things *you* can do to minimise the impact of these interruptions, fluctuations and other supply limitations so that *you* can protect *your* property and interests.

*You* are best placed to know *your* particular needs and how best to protect them. So, if *you* do have particular needs or specific goods or equipment that require a continuous gas supply free from interruptions or fluctuations in supply or fluctuations in quality, then *you* should take reasonable care to ensure *you*:

- (a) address *your* particular needs, including making suitable alternative arrangements (for example a back-up supply or alternative power source);
- (b) protect persons, property, goods and equipment at the *premises* from any loss, harm or damage that arises if the gas supplied to *you* is not free from interruptions or fluctuations in supply or fluctuations in quality; and
- (c) otherwise do what *you* reasonably can to mitigate *your* loss arising from any interruptions or fluctuations in supply or fluctuations in quality.

Further, as gas is by its nature inherently dangerous (including risks of explosion, fire, poisoning and asphyxiation) *you* must take care in relation to *your* use and treatment of gas supplied. *You* must only use gas with appropriate pipework, fittings, appliances and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed gas fitter. For more information on gas safety please contact Energy Safety – Department of Commerce.

## 12.2 Operation of the gas network

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:

- (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* gas supply that exceed the distribution standards; and
- (c) advise *you* about things *you* can do to avoid interfering with gas network equipment or another person's gas supply; and
- (d) forward *your* concerns to the *network operator*.

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

## 13. Liability

### 13.1 We will not compensate you for all your loss

Subject to clause 13.3, We will not be liable to *you* for any loss, damage or liability of any kind (including without limitation any excluded loss) arising from or in connection with all or any of the following:

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

Paragraphs (a) and (b) above are separate limitations, independent of each other and neither of them prejudices or limits the other of them in any way.

### 13.2 Indemnity

*You* are liable for, and must indemnify *us* fully against all and any loss or damage of any kind caused by, consequent upon, or arising out of any acts or omissions on *your* part in relation to:

- (a) *your* breach of any term of this *contract*;
- (b) *your* breach of any applicable laws; or
- (c) *your* negligence, fraud, theft or other wrongful act or omission,

But only to the extent that such loss or damage was reasonably foreseeable as a possible consequence of *your* breach, negligence, fraud, theft or other wrongful act or omission.

This indemnity is without prejudice to any other right or remedy we have and survives termination of this *contract*.

### 13.3 Limitation in relation to consumer guarantees

If *you* are a *Consumer*, we may be taken to have given *you* certain consumer guarantees under the Australian Consumer Law about the supply of goods (including electricity) or services to *you*. If we fail to comply with those consumer guarantees, then *you* may have statutory rights against *us* under the Australian Consumer Law that we are prohibited by law from excluding, restricting or modifying.

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

- (a) any rights of recovery or to compensation *you* may have under the Australian Consumer Law;
- (b) any other rights of recovery or to compensation *you* may have under law, including, for example, under the Gas Customer Code; or
- (c) any other condition, warranty or guarantee (including the application of any consumer guarantee under the Australian Consumer Law),

To the extent that we are prohibited by law from excluding, restricting or modifying them.

All other conditions, warranties and guarantees (including any rights of recovery or to compensation), whether or not implied by law, are, to the extent permitted by law, excluded.

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

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

## 14 Confidentiality of your information

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 in accordance with the Marketing Code of Conduct 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 *our customer service centre*.

## 15 Complaints

### 15.1 You can contact us with your complaints

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 iso 10002-2006) and *our customer complaints policy*. If the matter does not relate to *our functions*, we will refer the matter to the responsible organisation for a direct response to you. If we do this, we will tell you.

### 15.2 Things you can do to resolve your complaints

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 complaints handling process* and the *gas industry ombudsman*, visit *our website* or call *our customer service centre*.

## 16 Providing information

### 16.1 We will provide you with information

We will provide or make the following available to you if you request it:

- (a) a copy of the terms and conditions of this *contract*; and
- (b) a copy of the *relevant regulations* and a copy of any relevant code; and
- (c) a copy of the distribution standards; and
- (d) information about *our policies*, the *gas industry ombudsman* and *our complaints handling process*; and
- (e) information about *standard price* 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 6.5 of this *contract*; and
- (h) *your billing data* according to clause 6.7; 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.

## 16.2 You must provide us with information

You must provide us with information we reasonably require for the purposes of this contract. For example without limitation, we may need personal details necessary to establish your identity or determine tariff eligibility. All information must be correct, and you must not mislead or misrepresent the information you provide to us. We have rights if information you provide is incorrect, misleading or deceptive.

You must tell us if information you have provided to us changes. For example without limitation, 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 price); 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.

## 17 Ending this contract

### 17.1 When the contract ends

- (a) Unless you or we end the contract earlier under this clause 17, 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 17, the contract is automatically renewed for another 1 year period. This automatic renewal occurs each year until you or us end the contract under this clause 17.
- (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 under the *contract*, a written law or a *relevant code*.

### 17.2 When you can end the contract

*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.

### 17.3 When we can end the contract

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

- (a) become insolvent (as defined in the corporations act 2001 (cth)); or
- (b) have a liquidator appointed; or
- (c) become bankrupt (as defined in the bankruptcy act 1966 (cth)); or
- (d) commit a substantial breach of any of *your* obligations under this *contract*; or
- (e) commit a breach of any of *your* obligations under this *contract* for which we have a right under the *contract*, a written law or a *relevant code* to disconnect supply and we have disconnected supply at the *premises* covered by the *contract*; or
- (f) without limiting any of the above paragraphs, breach any of *your* other obligations under the *contract* where that breach is capable of remedy and *you* fail to remedy it within 10 *business days* of *us* requesting that *you* do so.

We can end the *contract* without giving *you* prior notice if *you* vacate the *premises* and after reasonable enquiry we are satisfied *you* no longer reside at the *premises* .

### 17.4 When we cannot end the contract

Other than for a substantial breach of the *contract*, we will not end *your contract* if *you* commit a breach of the *contract* unless:

- (a) we have a right to disconnect supply under the *contract*, a written law or a *relevant code*; and
- (b) we have disconnected supply at all of the *premises* covered by the *contract*.

### 17.5 What happens after a contract ends

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 subject to the provisions of any written law or *relevant code*; 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 make a new *contract* with us if *you* want us to supply *you* gas.

## 18 Security for payment of bills

### 18.1 Security

We can require *you* to provide us with a *security* from time to time. Usually, *security* would be in the form of a cash deposit or a bank guarantee.

The amount of *your* *security* will be no more than 1.5 Times *your* average bill if *you* pay quarterly or 2.5 times *your* average bill if *you* pay monthly. To determine *your* average bill, we can use *your* billing history or the consumption history of similar customers or business types.

If *you* are paying a residential *standard price*, we can ask *you* to provide a *security* when:

- (a) *you* pay a type of *standard price* that requires *you* to provide a *security*; or
- (b) *you* do not have a satisfactory payment record at a previous *premises* ; or
- (c) *you* have applied to us for supply at a new *premises* and *you* do not have an acceptable credit reference; or
- (d) *your* gas supply has been disconnected under clause 11.6 of this *contract* or a similar clause in a previous *contract*; or
- (e) amounts that were outstanding when *you* left previous *premises* remain unpaid and *you* refuse to make a payment arrangement for those amounts.

If *you* provide a *security* under this clause, then:

- (f) we will keep the *security* in a separate trust account and identify it separately in *our* accounting records; and
- (g) interest will accrue daily at the bank bill rate (as defined in the relevant regulations) and is capitalised every 90 days unless paid.

### 18.2 Before we use a security

We will only use *your* *security*, together with any accrued interest, to offset any amount *you* owe us if:

- (a) *your* failure to pay a bill resulted in the disconnection of supply at the *premises* ; or
- (b) *you* default on a final bill; or
- (c) *you* default on *your* bill and *you* and we agree that we can use the *security* to avoid disconnection; or
- (d) *you* have so requested because *you* are leaving the

*premises* or asked us to disconnect supply at the *premises*; or

- (e) *you* transfer to another retailer.

### 18.3 After we use a security

If we use *your* security under clause 18.2 Above, then within 10 business days we will provide *you* with an account and pay *you* any balance together with any interest.

## 19 Gst

- (a) In this clause:
- (1) **GST** has the meaning given to that term in the **GST Law**.
  - (2) **GST law** has the meaning given to that term in a **New Tax System (Goods and Services Tax) act 1999 (cth)**.
  - (3) **adjustment note, recipient, supplier, tax invoice and taxable supply** have the meanings given to those terms in the **gst law**.
- (b) all sums payable, or consideration to be provided, under the *contract* are expressed inclusive of **gst**.
- (c) if there is a *taxable supply* under or in connection with the *contract*, then the recipient must pay to the *supplier* an amount equal to the **gst** payable on the *taxable supply* in addition to, and at the same time as, payment for the *taxable supply* is required to be made under the *contract*.
- (d) the *supplier* must provide a *tax invoice* (or an adjustment note) to the *recipient* in respect of the *taxable supply* and the obligation of the recipient to pay the **GST** on a *taxable supply* is conditional on the supplier providing a *tax invoice* or *adjustment note*.

## 20 Adjustments for a change in law and network access costs

- 20.1 To the extent permitted by law, if a *change in law* occurs we may adjust the *standard price* applicable under the *contract* to the extent necessary to place us in the position we would have been in under the *contract* had it not been for the change in law.
- 20.2 To the extent permitted by law, if a change in *network access tariffs* occurs, or a new *network access tariff* is imposed, we may charge *you* an amount to the extent necessary to reflect that proportion of the effect of the new *network access tariffs* or change in *network access tariffs*, which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of gas we supply to *you*.
- 20.3 To the extent permitted by law, if *you* change the rate at which *you* use gas, we may adjust the *standard price* applicable under the *contract* to the extent necessary to reflect that proportion of any increase in *network*

*access tariffs* which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of gas we supply to *you*.

20.4 This clause 20 does not limit or prejudice in any way any other rights we have from time to time to adjust the *standard price* applicable under the *contract*.

## 21 Miscellaneous

### 21.1 Co-operation with the network operator

You agree to:

- (a) co-operate with the *network operator* in relation to the supply or consumption of gas at the *premises*, including in relation to connecting *your premises* to the gas network and disconnecting the *premises* from 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*.

### 21.2 Notices

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

- (a) does not have to be in writing, unless the *contract* expressly requires that the notice or communication must be in writing;
- (b) subject to clause 21.2(c), is taken to be received:
  - (1) in the case of a verbal communication, at the time of the communication; and
  - (2) in the case of hand delivery, on the date of delivery; and
  - (3) in the case of post, on the second *business day* after posting; and
  - (4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
  - (5) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
  - (6) in the case of online feedback to *us* via *our* internet website contact system, on the date on which *our* systems record that the online feedback was successfully received; 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*.

In this *contract*, when we say we will publish information we will:

- (a) advertise in the West Australian (as the case requires);  
or
- (b) post information on *our website*; or
- (c) post *you* information at the *premises* ; or
- (d) put a notice in the Government Gazette when the law requires *us* to.

### 21.3 Electronic communication

- (a) We can use electronic communication (such as e-mail or sms) to give information to *you* with *your* consent.
- (b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically. For more information about electronic communication, visit *our website* or call *our* customer service centre.

### 21.4 No assignment

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

### 21.5 Application of laws

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

The *contract* also does not in any way limit *our* or *your* obligations to comply with the lawful directions of any lawful authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

### 21.6 Entire agreement

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

### 21.7 Waiver of rights

If we do not enforce any right under the *contract* then this must not be construed as a waiver of that or any other of *our* rights under the *contract* or otherwise prevent *us* exercising any

of them later.

## 21.8 Governing law

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

## 21.9 We can change this contract

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.

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 17.

### 21.10 Effect of invalid terms

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

## 22 Definitions and interpretation

### 22.1 Definitions

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

**AGA Code** means the Natural Gas Customer Service Code (AG 755-1998) of the Australian Gas Association.

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

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

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

**change in law** means a change in an existing law or the imposition of a new law, which directly or indirectly, results in an increase in *our* cost of conveying, supplying or selling gas to *you* under this *contract*.

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

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

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

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

**direct loss** does not include any *excluded loss*.

**disconnection warning** means a notice in writing that we issue to you advising you of a date that we may disconnect you if you have not paid your bill or for health and safety reasons and explaining the complaint handling process 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.

**Event beyond your control or event beyond our control** means an event or circumstance beyond the direct control or influence of you or us, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns in infrastructure or elsewhere, insufficient volumes of gas or any other problem with the gas network but excludes your or our inability to pay any money due under this contract for any reason.

**excluded loss** means all and any of the following (whether or not known to or contemplated by us or you, or otherwise reasonably foreseeable at any time):

- (a) business interruption loss; or
- (b) lost profits; or
- (c) loss of an opportunity; or
- (d) your liability to others under contracts, applicable laws or otherwise; or
- (e) indirect or consequential loss of any kind; or
- (f) any loss to the extent it is caused by your own negligence or other fault; or
- (g) any loss to the extent it is caused by an event beyond our control.

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

**financial hardship** has the meaning given to that term in the *Gas Customer Code*.

**Gas Customer Code** means the *Compendium of Gas Customer Licence Obligations (Gas Customer Code)* containing licence conditions determined by the Economic Regulation Authority under section 11M(1) of the *Energy Coordination Act 1994 (WA)*.

**gas industry ombudsman** means the person approved by the Economic Regulation Authority under section 11ZPZ(1) of the *Energy Coordination Act 1994 (WA)*.

**gas installer** means a person licensed or authorised under relevant *regulatory requirements* to install, repair, alter or make any addition to your equipment or any part of your equipment.

**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 8.1.

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

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

**Marketing Code** means the *Gas Marketing Code Of Conduct 2004* (as amended from time to time) approved by the Economic Regulation Authority under section 11ZPM of the *Energy Coordination Act 1994* (WA).

**medical practitioner** means an individual who is registered as a medical practitioner under the *Medical Practitioners Act 2008* (WA).

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

**network access tariff** means the charges payable by us to the *network operator* from time to time for distribution and access services.

**network operator** means the person who owns and 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 the *Energy Coordination Act 1994* 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*.}

**payment difficulties** has the meaning given to that term in the *Gas Customer Code*.

**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 from our customer service centre or from our website.

**payment plan** means a payment option, such as payment by instalments, that 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.

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

**regulatory requirements** means any Commonwealth, State or local government legislation including acts of parliament,

regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards and or administrative interpretations of them.

**relevant code** means the *AGA Code*, *Marketing Code* and the *Gas Customer Code*.

**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 include the *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*.

**retail market rules** means the same as it does in the *Energy Coordination Act 1994* (WA).

**standard price** means the charge to be paid by *you* for or in connection with the supply of gas under the *Gas Tariffs Regulations* or those charges, fees or rentals that *we* publish from time to time. Subject to the *Gas Tariffs Regulations* *we* can from time to time and at *our* discretion change the *standard price* *you* must pay to *us* for or in connection with the supply of gas.

**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.

**we** and **us** means Electricity Retail Corporation trading as Synergy (ABN 71 743 446 839).

**you** means the person to whom gas will be supplied under the *contract*.

**your equipment** is defined in clause 8.2.

## 22.2 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 from time to time; 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 and a unit of measurement is to an Australian legal unit of measurement, as defined in the National Measurement Act 1960 (cth).

### 22.3 Further information

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


## How to contact us

We would like to assure *you* that *you* will receive *our* highest standard of service when we are responding to *your* enquiries.

When *you* call us we seek to answer *your* questions immediately. If this is not possible (because we need to speak to a distributor, for example) we will get back to *you* immediately once we have obtained the information *you* are seeking. There are a number of ways *you* can contact us:

### By Phone

(During Business Hours Western Standard Time)

- Residential customers 13 13 54.
- Business customers 13 13 54.
- For calls outside Western Australia (08) 6212 2222.
- TTY (for customers with hearing or speech difficulties) (08) 9221 8608.
-  If *you* don't speak English call us on 13 14 50 and we will arrange an interpreter service for *your* convenience.

### By Mail

Synergy, GPO Box K851, Perth WA 6842

### By Fax

(08) 9221 4628

### Internet

[synergy.net.au](http://synergy.net.au)

### Other Useful Numbers

For emergency or supply faults/interruptions call 13 13 52 (24-hour number). You should use this number in case of:

- Emergencies
- Smell of gas
- No gas

