

Electricity supply

Standard form contract Terms and conditions

Alinta Sales Pty Ltd trading as Alinta Energy

ABN: 92 089 531 984

Address: Level 13 ~~The Quadrant~~

1 William Street

Perth WA 6000

Fax: [08] 9486 3951

Email: energy.sales@alintaenergy.com.au

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1. What these terms and conditions are about

These are the terms and conditions forming part of the legally binding *contract* for us to sell you electricity at the *supply address*, and for you to pay us for that electricity.

Subject to all relevant laws, these terms and conditions set out *our* rights and obligations and *your* rights and obligations regarding that sale.

The *customer schedule* explained in clause 4, also forms part of *your contract* with us.

[Note: In this document we use *italics* to show *you* that some terms are defined in clause 34.1].

2. We will sell you electricity

2.1 Electricity supply

Subject to all relevant laws, we will sell *you* electricity on these terms and conditions.

Subject to availability and the capabilities of *your equipment* and the *network equipment*, *you* can use as much electricity as *you* want. The size of the *meter* may also be something that limits the rate at which *you* can use electricity. If *you* require, we can arrange to have a larger *meter* installed [sometimes at extra cost to *you*].

These terms and conditions allow *us* to arrange for *your* electricity supply to be turned off or reduced in some situations.

2.2 Service standards

We will supply electricity to *you* in accordance with the standards of service set out in:

- [a] the *relevant regulations* and the *relevant codes*; and
- [b] *our* obligations under all relevant laws.

3. Prices and fees

3.1 You must pay us the price for the supply of electricity

You must pay *us* the *price* for the electricity we supply to *you* under the *contract*.

If a *price* is set out in the *customer schedule*, then *you* will pay *us* that *price*. If a *price* is not set out in the *customer schedule*, then *you* will pay the *price* determined by *us* from time to time and published by *us* [see clause 34.2 about how we *publish* things].

The *price* will be no more than the maximum amount permitted by regulations made under the *Electricity Industry Act 2004* [WA] [if any].

3.2 You must also pay fees

You must pay any *fees* which apply to *you*, in addition to the *price*. We can charge *you* the following *fees*:

- [a] account application; and
- [b] *meter* testing [see clause 5.2]; and
- [c] overdue notices [see clause 8.3]; and
- [d] final *meter* readings [see clause 17]; and
- [e] turning off *your* electricity in some circumstances [see clauses 21.2, 21.4 and 21.7]; and
- [f] turning *your* electricity back on in some circumstances [see clauses 21.1, 21.2, 21.4, 21.7 and 21.8]; and
- [g] removing or physically disconnecting the *meter* [see clause 23]; and
- [h] replacing or physically reconnecting the *meter* [see clause 23]; and
- [i] other non-standard connection costs.

We can charge other *fees* as well.

We will *publish* the *fees* [see clause 34.2 about how we *publish* things].

3.3 We can change the price and the fees

Unless a *price* is set out in the *customer schedule*, we can from time to time and at *our* discretion change the *price* *you* must pay for the electricity we supply *you*. We can also change any *fee*, and add new *fees* or remove *fees*, from time to time. When we do so, we will publish the changed *price* or *fee*, or the new *price* or *fee*, and the date from which the change commences [see clause 34.2 about how we *publish* things].

The *price* or *fee* will change on the *published* date.

4. Customer schedule

The *customer schedule* will be provided to *you*.

The *customer schedule* contains information including:

- [a] *your* name; and
- [b] *your* contact details; and
- [c] the *supply address*; and
- [d] details of some of the *network equipment* used to transmit or measure electricity for transfer to *you* including *your meter* number and NMI; and
- [e] the *price*; and
- [f] the *supply date*.

5. How we calculate the quantity of electricity you have used

5.1 Metering

The *meter* measures the quantity of electricity you use.

The *network operator* will read your *meter* and we will bill you according to the quantity of electricity you used.

The reading on your *meter* is conclusive evidence of the quantity of electricity you have used, unless there is a metering inaccuracy.

If we or the *network operator* find that the *meter* is inaccurately measuring the quantity of electricity you use, we can arrange for the *meter* to be changed. There is no fee for this change.

Clause 9 explains what will happen if we undercharge you or overcharge you.

5.2 You can ask for a meter test

You can ask to have your *meter* tested, to ensure it is measuring accurately. If it is measuring accurately, you must pay a *meter* testing fee. If it is not measuring accurately:

- [a] you do not need to pay a *meter* testing fee; and
- [b] the *network operator* will decide whether the *meter* needs to be repaired or replaced; and
- [c] clause 9 explains how we will deal with any undercharging or overcharging caused by the inaccurate *meter*.

There is no fee for having an inaccurate *meter* repaired or replaced, unless you have damaged or interfered with the *network equipment*.

[By "accurate", we mean measuring at least as accurately as the law requires.]

We will try to respond to your request for a *meter* test within 7 *business days*.

6. We can base your bill on estimates of your electricity use

If we don't have an actual *meter* reading available in time to prepare your bill [for example, if it wasn't possible to access your *meter* to read it] and it is reasonable for us to do so, we can use estimates of the quantity of electricity you use. 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.

Unless the estimate was used to produce a final bill, when accurate information becomes available, we will [if necessary] include a correction in your next bill so that you are not overcharged or undercharged.

If we use estimates in your bill because you have failed to provide access to your *meter* and later you request us to replace your bill with a bill based upon an actual *meter* reading, we will do so if you allow the *network operator* to access your *meter* and if you pay us a reasonable charge.

Wherever the *contract* refers to a *meter* reading, it includes an estimation under this clause.

7. How we will bill you

7.1 When bills are issued

We can decide how often we bill you and can change how often we bill you. However, we will not bill you more frequently than once a month [except in the case of shortened billing cycles] or less frequently than once every 3 months.

Before your first bill we will indicate how frequently we will bill you.

In certain circumstances we may be permitted to place you on a shortened billing cycle, which means you may have to pay your bills more frequently.

These circumstances are described in clauses 4.1 and 4.2 of the Code. Once on a shortened billing cycle, if you pay three consecutive bills by the due date of each bill, you can request to be placed back on your original billing cycle.

7.2 How bills are issued

We will issue your bill to you at the address nominated by you, which may be an email address ~~supply address unless you have nominated another address.~~

7.3 Contents

Each bill will show the information required to be included in accordance with clause 4.5[1] of the Code, ~~other than the information in clause 4.5[1][a] and [bb] of the Code, which you agree the bill is not required to show.~~

7.4 Historical debt

If we identify an *historical debt*, and we decide to bill you for that debt, we will advise you of:

- [a] the amount of the *historical debt*; and
- [b] the basis of the *historical debt*, before, with or on your next bill.

8. Paying your bill

8.1 You must pay your bill

For each bill, you must pay the full amount payable by the due date. We will give you options as to how you can pay your bill. The bill will show the options available, which include:

- [a] paying in person; and
- [b] paying by mail; and
- [c] if you are a residential customer, paying by Centrepay; and
- [d] paying by direct debit; and
- [e] paying by BPay; and
- [f] paying by credit card or debit card over the telephone and online.

If you request, you can also make payments to us in advance.

The minimum amount you can pay in advance is \$20 unless agreed otherwise with us.

You will not be paid any interest on a payment made to us in advance.

8.2 Absence or illness

If you :

- [a] are a *residential customer*; and
- [b] are unable to pay using the methods outlined in clause 8.1 above:
 - [i] due to illness; or
 - [ii] because you are going on holidays or will be away from home for a long period, then you can request us to send your bills to another person.

We will not charge you a fee for this.

Even though we send the bill to another person, you are still responsible if the bill is not fully paid.

8.3 If you don't pay your bill

If you don't pay the full amount payable by the due date:

- [a] we can charge you interest on the amount you haven't paid [clause 8.5 explains how we set the interest rate]; and
- [b] we can turn off your electricity [clause 21.1 explains how we can turn off your electricity in this case]; and
- [c] we can charge you a fee for each overdue notice we send you. We must charge you consistently with clause 5.6 of the Code.

If you pay by cheque and the cheque is dishonoured or reversed [this is often called "bounced"], and as a result we have to pay bank fees, you must reimburse us for those fees and also pay us an administration fee.

If you still haven't paid your bill in full after 2 overdue notices, we can refer your debt to a debt collection agency. If we do, you must pay the agency's fees and any reasonable legal costs incurred in recovering your debt.

8.4 If you are having trouble paying

If you can't afford to pay your bills that you owe us, you should let us know as soon as possible.

If you are a *business customer*, and you can't afford to pay your bills that you owe us, we will consider any reasonable request for alternative payment arrangements.

If you are a *residential customer* and you inform us that you cannot afford to pay your bills that you owe us, we will:

- [a] assess whether you are experiencing payment difficulties or financial hardship within 3-5 business days; and
- [b] advise you of the details of our assessment on request.

If you are a *residential customer* and we assess that you are experiencing payment difficulties or financial hardship, we will provide you with the assistance set out in Part 6 of the Code.

If you are a *residential customer* and you ask us to do so, we will give you details of our hardship policy at no charge. If we make an assessment that you are experiencing financial hardship and you are a *residential customer*, we will waive any late payment fees that we have charged you on your last bill prior to the assessment being made.

8.5 Interest rate

The interest rate you pay on amounts you haven't paid us will be the standard interest rate we publish for customers paying the price you pay. We can change the standard interest rates from time to time, and when we do we will publish the change [see clause 34.2 about how we publish things].

8.6 Review of bill

You can ask us to review your bill. Before we will review your bill, you must pay us:

- [a] the portion of the bill that you have asked us to review which you and we agree is not in dispute; or
- [b] an amount equal to the average amount of your bills over the previous 12 months [excluding the bill that you have asked us to review], whichever is less. If we review your bill, we must inform you of the outcome of the review as soon as we can and no later than 20 business days after you ask us to review your bill.

If we review your bill and we are satisfied that your bill is correct, we:

- [a] may require you to pay the unpaid amount; and
- [b] must tell you that you may request that we arrange a test of the meter; and
- [c] must tell you about our complaints handling processes and any external complaints handling processes.

If we review your bill and we are satisfied that your bill is incorrect, we will adjust your bill in accordance with clauses 9.1 and 9.2.

9. If we undercharge or overcharge you

9.1 Undercharging

If we undercharge you because of an error caused by us or the *network operator*, including a *meter* error, then we can ask you to make a correcting payment, but:

- [a] the correcting payment will only relate to errors for [at most] the 12 months before we notified you that we had undercharged you; and
- [b] we will show the correcting payment as a separate item in your bill, with an explanation; and
- [c] we will not charge you interest on the correcting payment or require you to pay a fee if you make payment by the due date.

You can pay the correcting payment by instalments. We will not charge you interest on these instalments, if you make payment by the due date.

Clause 21.7 explains what happens if we undercharge you because of fraud, or because you have breached the *contract* [for example, by bypassing the *meter*].

9.2 Overcharging

If we overcharge you, then:

- [a] we will do our best to tell you within 10 *business days* after we discover the overcharging; and
- [b] we will give you a correcting refund; and
- [c] we will not pay you interest on the correcting refund.

If the amount we overcharged you is more than \$45100, you can choose whether you want the correcting refund as:

- [a] a credit to your account; or
- [b] a payment to you.

Otherwise we will credit the correcting refund to your account.

10. Information available to you

If you request it, we will supply you with:

- [a] a copy of the *Code*; and
- [b] a copy of the *fees* and *prices* payable under the *contract* and, if any, other *prices* that may be available to you at the time of your request; and
- [c] a copy of the *contract*; and
- [d] information on the types of *concessions* available if you are a *residential customer*; and
- [e] general information on energy efficiency, ~~how you may arrange for an energy efficiency audit at your supply address and the including~~ typical running costs of major domestic appliances; and
- [f] information relating to the distribution of electricity.

Any information requested by you will be provided within 8 *business days* of receipt of the request and in writing [if so requested]. Unless a law requires us to provide the information free of charge, we can ask you to pay a reasonable charge.

11. Things you must tell us or the network operator

You must tell us as soon as possible:

- [a] if there is a change in the person responsible for paying your bills; or
- [b] if there is a change in your billing address or contact details; or
- [c] if you change the way you use electricity [for example, if you are a *residential customer* and wish to use electricity for a non-residential use].

You must tell the *network operator* as soon as possible:

- [a] if you change something at the *supply address* which makes access to the *meter* more difficult; or
- [b] if you are planning a change to your *equipment* which might affect the quality or safety of any electricity supply to you or anyone else; or
- [c] if you become aware of any problem with the *network equipment* at or reasonably close to the *supply address*.

12. Things you must not do

You must not tamper with or bypass or otherwise interfere with the *meter*, or allow anyone else to do so.

You must not, without our permission, turn your electricity back on at the *meter* if it has been turned off by us or the *network operator*.

13. Complaints

We will manage any complaint by you in accordance with our complaints handling process, which complies with Australian Standard ~~on Complaints Handling~~ [AS/NZS 10002:2014 AS ISO 10002—2006].

You may make a complaint to us about anything we have done or have failed to do. If you are not satisfied with our response, you can raise the complaint to a higher level within our organisation.

If you are not satisfied with our handling of your complaint, you may refer the complaint to the *electricity ombudsman*.

If you request us to do so, we will give you details of our Complaints Handling Process at no charge.

14. Network equipment and your equipment

The *network operator* is responsible for the operation of the *network equipment*, including responding to faults in the *network equipment* and will inspect and look after *network equipment*.

You must:

- [a] inspect and look after *your equipment*, and
- [b] keep *your equipment* in good working order and good condition; and
- [c] not let anyone other than the holder of an electrical worker's licence granted under the *Electricity [Licensing] Regulations 1991 [WA]* work on *your equipment*; and
- [d] not damage or interfere with *network equipment*; and
- [e] not use electricity in a way that interferes with *network equipment* or with the supply of electricity to anyone else, or in a way that causes loss to anyone else.

15. You must allow access to the supply address

You must let us or the *network operator* have safe and unrestricted access to the *supply address* when we or the *network operator* need it:

- [a] to read the *meter*, or
- [b] to inspect or work on any *network equipment*, or
- [c] to turn off *your electricity* supply if we or the *network operator* think it necessary; or
- [d] to inspect *your equipment* [although we are under no obligation to do so]; or
- [e] [at any reasonable time] for any other reason having to do with the *contract*.

We will give you notice before we come onto the *supply address*, except:

- [a] for a routine *meter* reading or *meter* replacement; or
- [b] in an emergency; or
- [c] if we suspect electricity is being used illegally at the *supply address* [for example, if we suspect that you are bypassing your *meter*].

Subject to *relevant regulations* and *relevant codes*, we will usually give you at least 24 hours notice before we come onto the *supply address*.

A person coming onto the *supply address* on our behalf must display official identification that he or she is our agent and show you such identification if you request.

16. Moving into the supply address

16.1 New electricity connection

You must apply to us before we will supply electricity to a *supply address* without an existing connection. We do not have to supply electricity to you unless:

- [a] adequate electricity supply is available at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] a *meter* is installed at the *supply address* and available for our use; and
- [d] any other requirements under *relevant regulations* are met and the *network operator* can provide electricity supply to you, and undertake the new connection.

If the above conditions are met, we will do our best to arrange for the *network operator* to connect you to a new electricity connection at a new *supply address* within the usual period required by the *network operator* or at a later time agreed with you, where:

- [a] you have applied and provided us with acceptable identification; and
- [b] if you are a *residential customer* and the *supply address* is a rental property, you have provided us with contact details of the property's owner or agent; and
- [c] you have agreed to pay all relevant *prices* and *fees*; and
- [d] you have provided us with contact details for billing; and
- [e] you have provided *security* if we have required it [see clause 16.3 below]; and
- [f] you have no outstanding debt relating to the supply of electricity by us [other than debt which is either the subject of a dispute or for which we have agreed to an alternative payment plan with you]; and
- [g] you have arranged for us to be provided with any notices and other information that we have requested.

We will charge you for electricity used at the *supply address* from the date electricity is turned on at the *supply address*.

16.2 Existing electricity connection

You must apply to us before we will supply electricity to a *supply address* with an existing connection. We do not have to supply electricity to you unless:

- [a] adequate electricity supply is available at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] a *meter* is installed at the *supply address* and available for our use; and
- [d] any other requirements under *relevant regulations* are met.

If the above conditions are met, we will do our best to arrange for you to be connected either within one *business day* or by another time agreed with you, where:

- [a] you have applied before 3pm on the previous day; and
- [b] you have provided us with acceptable identification; and

- [c] if you are a *residential customer* and the *supply address* is a rental property, you have provided us with contact details of the property's owner or agent; and
- [d] you have agreed to pay all relevant *prices* and *fees*; and
- [e] you have provided us with contact details for billing; and
- [f] you have provided *security* if we have required it [see clause 16.3 below]; and
- [g] you have no outstanding debt relating to the supply of electricity by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and
- [h] you have arranged for us to be provided with any notices and other information that we have requested.

We will do our best to arrange for you to be connected in accordance with the standards maintained by the *network operator*.

We can ask you to pay for all electricity used at the *supply address* since the final *meter* reading was taken [clause 17 explains when the final *meter* reading is taken].

If the *network operator* does not do a final *meter* reading on the day the previous customer moved out, we will estimate 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 don't overcharge or undercharge you.

16.3 Security

We can require you to provide us with adequate *security* against your future electricity bills before connection to supply or continuation of supply.

We will only require *security* where:

- [a] you are a customer new to a *supply address* and do not have a satisfactory established account payment record in the same name at another *supply address*; or
- [b] you are a customer new to a *supply address* and do not have an acceptable credit reference; or
- [c] your electricity has been turned off in accordance with clause 21.1, under the *contract* or a previous contract; or
- [d] in our opinion, your financial condition has changed increasing your credit risk; or
- [e] we otherwise agree with you that *security* is required.

We may require the *security* as either or both:

- [a] a *payment deduction authority* for us to deduct payment for bills from your nominated credit card or bank account; or
- [b] a *refundable advance*.

The amount of the *refundable advance* will be no greater than 1.5 times the average bill if you are on quarterly billing, and twice the average bill if you receive your bill more frequently.

The *refundable advance* will be kept in a separate account and separately identified in our accounting records. Interest will accrue on the *refundable advance* at the bank bill rate [as defined in the *relevant regulations*]. We will advise you of the bank bill rate if you ask us to. Interest will accrue daily and will be capitalised every 90 days.

We will require, use and refund any *security* in a manner consistent with section 62 of the *Energy Operators [Powers] Act 1979 [WA]*. If there is any inconsistency between that section and this clause, this clause will not apply to the extent of the inconsistency.

We will only use the *refundable advance* [plus any accrued interest] to offset any amount you owe to us:

- [a] if you have failed to pay a bill resulting in electricity being turned off at your *supply address*; or
- [b] if you do not pay your final bill; or
- [c] if you have failed to pay a bill but we agree to use the *refundable advance* to avoid the need to turn your electricity off; or
- [d] at your request if you are vacating the *supply address* or you ask us to turn electricity off at the *supply address*; or
- [e] to offset any amount you owe us if you transfer to another electricity supplier.

Where we use the *refundable advance* in accordance with this clause, we will provide you with an account of its use and pay the balance [if any] of the *refundable advance* together with remaining interest to you within 10 *business days*.

Where you have provided a *refundable advance* as *security* in accordance with this clause and you have completed 2 years of payment of our bills by the due date of the initial bill we will, within 10 *business days*, inform you of the amount of the *refundable advance* including any interest payable and use this to credit your account unless otherwise instructed by you.

When the *contract* ends we will, within 10 *business days*, return the balance of the *refundable advance* to you after deducting any amount that you owe us.

17. Moving out of the supply address

If you move out of the *supply address*, you must:

- [a] give us at least ~~3 business~~ 5 days' notice;
- [b] give us an address where the final bill can be sent.

The *network operator* will take a final *meter* reading and then we will issue you with a final bill. We can charge you a fee for doing this. If you leave the *supply address* and a new customer enters into a contract for that *supply address*, you will not be required to pay for any electricity supplied after the new customer becomes obliged to pay for electricity.

If the *network operator* does not read the *meter* on the day you move out, we will estimate how much electricity you used and how much the next customer used. We will try to share the cost of electricity between you and the next customer so that you and the next customer

each pay a fair share and so that we don't overcharge or undercharge you.

If you advise us as described in clause 17[a] above, and you move out of the supply address at the time specified in your notice, then we will not charge you for any electricity supplied after the day you move out unless we agree an alternative date with you. If you provide insufficient notice, we can ask you to pay for electricity consumed at the supply address for up to 5 days after you have notified us that you have moved out.

If you have demonstrated to us that you were evicted or otherwise required to vacate the supply address with notice of less than 3 business5 days, we will not require you to pay for electricity from the date that you give us the notice.

18. If things happen beyond your control

You must pay your bill by the due date shown on the bill, even if something happens which is beyond your control.

If something beyond your control happens which makes you breach the contract:

- [a] you must tell us immediately; and
- [b] we will excuse that breach for as long as the thing beyond your control lasts [but you must still pay us].

19. If things happen beyond our control

The supply of electricity to you can be affected by events beyond our control. If something beyond our control happens which makes us unable to perform our obligations under the contract, you must excuse that failure for as long as the thing beyond our control lasts.

20. We can change these terms and conditions

20.1 How we can change these terms and conditions

We can change these terms and conditions without your consent [although before we can do this we must submit the changes for approval by the Economic Regulation Authority in accordance with relevant regulations].

We will publish the changed terms and conditions and the date from which the change commences [see clause 34.2 about how we publish things]. The terms and conditions will change on the published date.

20.2 If you don't like the changed terms and conditions

If you don't agree to the changed terms and conditions of the contract, you can end the contract. Clause 25.1 explains how to do that.

21. When your electricity can be turned off, and when it will be turned on again

21.1 Unpaid bills

If you haven't paid your bill for the supply address [or any previous address] in full by the due date shown on the bill, and we haven't agreed to an alternative payment plan for the amount you owe us, we can arrange for the network operator to turn off your electricity.

Before your electricity can be turned off for non-payment of a bill, we will:

- [a] give you ~~in writing~~:
 - [i] a "reminder notice" at least 13-15 business days after the date the bill was issued, advising that payment is overdue and requiring you to pay by a specified date [at least 18 business days after the date the bill was issued]; and
 - [ii] if you then fail to pay before the date specified in the reminder notice, a "disconnection warning notice" at least 18-20 business days after the date the bill was issued, advising that your electricity will be turned off unless you pay by the date specified in the disconnection warning notice [which will be at least 5 business days after the date of receipt of the disconnection warning notice]; and
- [b] do our best to contact you personally [in person, by telephone, by electronic means or in writing].

If you fail to pay before the date specified in the disconnection warning notice, we will turn your electricity off 1 business day after that date.

If you agree to an alternative payment plan, we can turn off your electricity or arrange for the network operator to turn off your electricity if you don't keep to that plan.

If your electricity is turned off for this reason and you either pay the amount due or agree to an alternative payment plan, we will arrange for the network operator to turn your electricity back on.

We can charge you a fee for turning your electricity back on [or for arranging for the network operator to turn your electricity back on].

If, in addition to this contract, you also have a contract with us for the sale of gas by us, and we issue you:

- [a] one bill for electricity and gas; or
- [b] separate bills at the same time for electricity and gas, we will not arrange for your electricity to be turned off for non-payment of a bill within 15 business days from arranging to turn off your gas.

21.2 Not allowing access to the meter

If you don't give us or the network operator safe and unrestricted access to the supply address to read the meter, we can arrange for the network operator to turn off your electricity. Before your electricity is turned off for this reason:

- [a] the network operator will try to access the meter for at least 12-9 consecutive months; and
- [b] we will give you 5 business days written notice where we ask you for access to the supply address for the network operator to read the meter and advise you that we can arrange for the network operator to turn your electricity off; and
- [c] we will give you a chance to give the network operator access by some other reasonable means; and
- [d] where appropriate, we will arrange for the network operator to inform you of other meters which are suitable for your supply

address; and

- [e] we will do our best to contact you personally, ~~by telephone or in writing~~; and
- [f] we will give you a ~~written~~ disconnection warning notice 5 business days before your electricity is actually turned off.

We can charge you a fee for arranging for the network operator to turn off your electricity.

If your electricity is turned off for this reason and you provide access to the meter, we will arrange for the network operator to turn your electricity back on if you ask us to do so. We can charge you a fee for arranging for the network operator to turn your electricity back on.

21.3 Emergencies

We can always arrange for the network operator to turn off your electricity without giving notice to you in an emergency, or if necessary to reduce the risk of fire or to comply with a law. In this case, you can get information on the nature of the emergency and an estimate of when electricity supply is likely to be restored by contacting the network operator's 24-hour emergency line.

We will do our best to arrange for the network operator to turn your electricity on again as soon as possible.

Nothing in the contract limits our or the network operator's statutory powers in relation to emergencies and safety.

21.4 Health or safety reasons

We can always arrange for the network operator to turn off your electricity for other health or safety reasons.

If the network operator has turned your electricity off for health or safety reasons, after we are satisfied that the problem is fixed, we will try to arrange for the network operator to turn your electricity on again as soon as possible.

We can charge you a fee for arranging for the network operator to turn off your electricity if the problem is your fault or is in your equipment.

We can charge you a fee for arranging for the network operator to turn your electricity back on if the problem was your fault or was in your equipment.

21.5 Legal requirement

We can arrange for the network operator to turn off your electricity for a period of time without notice to you, if required by law to do so. In this case, or if we ask you to use less electricity or stop using electricity, you must do as we ask.

We will only ask you to use less electricity or stop using electricity if it is reasonably necessary for the purposes of complying with a law, complying with a direction given by the network operator; or safety, operational or technical reasons.

We will do our best to arrange for the network operator to turn your electricity on again as soon as possible.

There is no fee for turning off your electricity or turning it back on in this case.

21.6 Planned maintenance

The network operator may turn off your electricity when it is necessary for the network operator's work on the network equipment. We will give you notice of this as required by any relevant regulations.

We will do our best to arrange for the network operator to turn your electricity on as soon as possible after the necessary work is completed by the network operator.

There is no fee for turning off your electricity or turning it back on in this case.

21.7 Unauthorised use of electricity

We can arrange for the network operator to turn off your electricity:

- [a] if you commit a fraud relating to our supply of electricity to you at the supply address; or
- [b] if you get electricity supplied to the supply address illegally; or
- [c] if you get electricity supplied to the supply address in breach of the contract; or
- [d] if you get electricity supplied to the supply address in breach of a relevant code or relevant regulation.

We can charge you a fee arranging for the network operator to turn off your electricity, and we can ask you to pay any reasonable costs incurred in the process of turning off your electricity.

In addition, we or the network operator can measure [or estimate if necessary] any units of electricity which you haven't paid for, and ask you to pay for those units.

If we arrange to turn off your electricity for this reason and you stop obtaining your electricity in the unauthorised way and pay all amounts owing, we will arrange for the network operator to turn your electricity back on if you ask us to do so.

We can charge you a fee for turning your electricity back on.

If we think you have used electricity illegally, we can tell the Economic Regulation Authority, ~~the Director of Energy Safety~~ or the Police [as appropriate], and give them any information we have in relation to your illegal use.

21.8 Refundable advance

We can arrange for the network operator to turn off your electricity if you haven't paid your refundable advance or provided any other security as required under clause 16.3. Before your electricity is turned off for this reason, we will give you a written disconnection notice 5 business days before your electricity is actually turned off.

If you pay the refundable advance within 10 business days after we turn your electricity off, we will turn your electricity back on.

We can charge you a fee for turning your electricity back on.

22. When your electricity cannot be turned off

Subject to clauses 21.3 to 21.5, your electricity cannot be turned off:

- [a] because you have failed to pay a bill if you have provided us with a written statement from an appropriately qualified medical practitioner that a person living at the *supply address* requires *life support equipment*; or
- [b] because you have failed to pay a bill if you have agreed to an alternate payment plan under clause 21 and you have not deviated from this plan; or
- [c] for unpaid bills where the amount outstanding is less than the average bill over the past 12 months and where you have agreed with us to pay the amount; or
- [d] where you have made a complaint to us, the *network operator*, the *electricity ombudsman* or another external dispute resolution body directly related to the reason for your electricity being turned off, and the complaint remains unresolved; or
- [e] for unpaid bills, where you have made an application for a *concession* and the application has not been decided; or
 - [f] for unpaid bills, where the unpaid amount in your bill doesn't relate to the supply of electricity but relates to some other good or service; or
 - [g] after 3pm on Monday to Thursday; or
 - [h] after 12 noon on a Friday; or
 - [i] on a Saturday, Sunday, public holiday or the *business day* before a public holiday except where we have planned to temporarily interrupt your supply of electricity, unless in relation to subclauses [g], [h], [i] or [j]; you are a *business customer*; and
 - [k] your normal trading hours:
 - [i] fall within the time frames set out in subclauses [g], [h] or [i]; and
 - [ii] do not fall within any other time period; and
 - [l] it is not practicable to arrange for your electricity to be turned off at any other time.

23. If you have been disconnected, the meter can be removed or physically disconnected

Whenever your electricity is turned off under the *contract*, we can, or can arrange for the *network operator* to, remove the *meter* or physically disconnect the *meter*, at the same time your electricity is turned off, or at a later time.

The fees for turning off your electricity and turning your electricity back on can include separate fees for:

- [a] removing or physically disconnecting the *meter*, and;
- [b] replacing or physically reconnecting the *meter*.

We will not charge you these fees if your electricity is turned off under clauses 21.3, 21.5 or 21.6 and your *meter* is removed or physically disconnected.

24. When your electricity will be turned back on

We will try to have your electricity turned back on according to the deadlines in the following tables [as applicable]:

In relation to *metropolitan areas*:

If you ask us to turn your electricity
back on ...
... we will ask the
network operator
to turn your
electricity on...

... then the *network operator* will try to have your electricity back on ...

before 3pm on
a *business day*

on the same
day

within one *business day*
of receiving our request
if the *network operator*
receives the request
before 3pm on a *business day* or within 2 *business days* of receiving our request if the *network operator* receives our request after 3pm on a *business day* or on a day which is not a *business day*

after 3pm on a
business day, or
on a day which
is not a *business*
day

no later than
the next *business*

day

within one *business day*
of receiving our request
if the *network operator*
receives the request

before 3pm on a *business day* or within 2 *business days* of receiving our request if the *network operator* receives our request after 3pm on a *business day* or on a day which is not a *business day*

[The above deadlines will not apply if the *meter* has been removed or physically disconnected.]

In relation to regional areas :

If you ask us to turn your electricity
back on ...

... we will ask the
network operator
to turn your
electricity on...

... then the *network operator* will try to have your electricity back on ...

before 3pm on
a *business day*

on the same
day

within 5 *business days* of

receiving our request if the *network operator* receives the request before 3pm on a *business day* or within 6 *business days* of receiving our request if the *network operator* receives our request after 3pm on a *business day* or on a day which is not a *business day*

after 3pm on a
business day, or
on a day which
is not a *business*
day

no later than
the next *business*
day

within 5 *business days* of

receiving our request if the *network operator* receives the request before 3pm on a *business day* or within 6 *business days* of receiving our request if the *network operator* receives our request after 3pm on a *business day* or on a day which is not a *business day*

[The above deadlines will not apply if the *meter* has been removed or physically disconnected.]

25. Ending the contract

25.1 You can end the contract

You can end the *contract* at any time, but [unless you transfer to another electricity supplier under clause 25.3] you must give us at least 5 days notice of the day you want the *contract* to end.

If you have entered into the *contract* as a result of door-to-door marketing, you can end the *contract* within ten [10] *business days* after you enter into it ["cooling-off period"] by giving us notice that you want the *contract* to end. We will not supply you electricity during the *cooling-off period* unless you request us to supply you with electricity during the *cooling-off period*.

If you request us to supply you with electricity during the *cooling-off period* but end the *contract* during the *cooling-off period*, you must pay us for any electricity supplied.

Clause 25.4 explains what happens when the *contract* ends.

25.2 We can end the contract

We can end the *contract*, or arrange for the *network operator* to turn off your electricity, without giving notice to you if you:

- [a] become insolvent; or
- [b] go into liquidation; or
- [c] commit an act of bankruptcy; or
- [d] commit a substantial breach of the *contract* [for example, if you bypass your meter or allow electricity delivered to your supply address to be used at another supply address]; ~~or~~ or
- [e] consume more than 160 MWh of electricity in any period of 12 months.

In those situations, we can end the *contract* by writing to you saying the *contract* is ended. Clause 25.4 explains what happens when the *contract* ends.

We can agree with you on alternative ways of dealing with one of these situations.

If we end the *contract*, or arrange for the *network operator* to turn off your electricity, under this clause, before we supply you electricity again we can require you to give us a *refundable advance*. This *refundable advance* will be incorporated as a special condition to the *contract*.

25.3 When the contract ends

If you enter into a different contract with us, the *contract* ends when the cooling-off period of the new contract ends.

If you enter a contract with a different electricity supplier, the *contract* ends when you have been transferred to the other electricity supplier in accordance with the ~~Customer Transfer Code-Electricity Industry Customer Transfer Code 2004.~~

If a *contract term* is stated in the *customer schedule*, the *contract* ends immediately after the last day of the *contract term*.

Other than in circumstances included in clause 25.2, if your electricity is turned off under the *contract*, the *contract* won't end until you no longer have any right to have your electricity turned back on under the *contract*, law or a relevant code.

25.4 What happens when the contract ends

If either you or us end the *contract*, or the *contract term* has ended, on the last day of the *contract* we will:

- [a] arrange for the *network operator* to turn off your electricity; and
- [b] arrange for the *network operator* to take a final meter reading.

We will then issue you with a final bill.

Subject to any relevant regulation or relevant code, we will charge you a fee for having the *network operator* turn off your electricity, having the *network operator* take a final meter reading, and issuing a final bill.

We can arrange for the *network operator* to remove any *network equipment* at any time after the *contract* ends, and you must let the *network operator* have safe and unrestricted access to the *supply address* to enable it to do so.

If you wish to start buying electricity from us again, you will need to apply for a new contract.

Ending the *contract* does not release you or us from an obligation [such as an obligation to pay bills] which arose before the *contract* ended.

26. You must not assign the contract

The *contract* is personal to you. You must not assign, transfer, subcontract or otherwise dispose of any of your rights or obligations under the *contract* unless we agree.

27. We can assign the contract

We can assign the *contract*, without notice to you, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the *contract*. If we do, we will tell you about the assignment, either before or as soon as is reasonably practicable after it happens.

28. Duration

The *contract* will come into effect when we accept your offer set out in the *customer schedule*. The *contract* will continue from that day unless you or us end the *contract*, or the *contract term* ends, under clause 25.

29. Privacy

We will comply with all relevant privacy legislation in relation to your personal information. We will keep information about you secure and only disclose such information about you to an officer, employee or legal or financial adviser of Alinta Energy if:

- [a] the disclosure is necessary to enable the recipient to perform its obligations or to exercise its rights under this *contract*; and
- [b] prior to the disclosure, the recipient is informed of their obligations in relation to the use of confidential information.

In addition, we will ensure that all personnel complete such privacy and other training as may be required to ensure confidentiality of your personal information is maintained.

We respect your privacy and will only use and disclose your personal information as permitted by the *Privacy Act 1988* [Cth] and National Privacy Principles, and in accordance with our privacy policy.

A copy of our privacy policy is available on our website. If you have any questions you can contact our Privacy Officer at customer.services@alintaenergy.com.au.

30. Protection for us [exclusion clause]

This clause means that you might not be able to get compensation from us for some losses you might suffer as a result of our actions. The effect of this clause may be limited by law, including the *Australian Consumer Law*, in which case it has effect only as far as the law allows. In particular, if you are a consumer under the *Australian Consumer Law*, we may be taken to have given you certain consumer guarantees about the supply of goods or services [including electricity] to you. If we fail to comply with those guarantees, then you may have statutory rights under the *Australian Consumer Law* against us, and the limitations set out in this clause will not limit our liability to you to the extent those statutory rights apply.

Despite anything else the *contract* says, and despite anything outside the *contract* [other than applicable laws], we will only ever be liable to you for direct damage. We will not in any circumstances be liable to you for indirect damage, including [but not limited to]:

- [a] indirect loss; or
- [b] consequential loss; or
- [c] business interruption loss; or
- [d] lost profits; or
- [e] loss of an opportunity; or
- [f] your liability to other people under contracts or otherwise.

Subject to any applicable provisions of the *Australian Consumer Law*, we do not make any agreement with you that the electricity supplied to you will be of any particular quality or free from surges. As set out in clause 31, we supply electricity but don't own or operate the *SWIS*. As a result, the electricity supplied to you may not be free from surges, disruptions or fluctuations, and may fluctuate in quality from time to time.

31. Network operator

We supply electricity, but don't own or operate the *SWIS*. The *SWIS* is operated by the *network operator*.

Where the *contract* refers to us or the *network operator* doing something [such as turning off your electricity supply, or having access to the *supply address*, or inspecting, looking after or reading the *meter*], it will often be the *network operator* that does so in our place.

We will try to make sure that the *network operator* does anything that these terms and conditions oblige us to do, but which in fact can only be done by the *network operator*. Ultimately, doing those things will depend on how quickly the *network operator* completes the work and is beyond our control.

32. Supplier of last resort

A *last resort supply plan* may come into effect if our *retail licence* is:

- [a] cancelled; or
- [b] revoked or is not renewed; or
- [c] surrendered.

If this happens, you will be entitled to be supplied with electricity by the *supplier of last resort*.

Despite anything else contained in this *contract*, if a *last resort supply plan* comes into operation, this *contract* will cease to operate on the day that you:

- [d] are transferred to the *supplier of last resort* under the *last resort supply plan*; or
- [e] if the *last resort supply plan* permits, transferred to another retailer of electricity.

33. GST

Unless we state otherwise, the *price* is GST exclusive.

In addition to the *price* payable by you to us, you must pay to us an amount equal to any GST we are liable for on any supply by us under this *contract*.

You must pay to us amounts for GST, without deduction or set off of any other amounts, at the same time and on the same basis as you pay the *price* [or the first part of it if we agree to your paying the *price* by instalments].

34. Interpretation

34.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

"*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]; and

"*basic living needs*" includes:

- [a] rent or mortgage;
- [b] other utilities [eg gas, phone and water];
- [c] food and groceries;
- [d] transport [including petrol and car expenses];
- [e] childcare and school fees;
- [f] clothing; and
- [g] medical and dental expenses; and

"*business customer*" means a customer who is not a *residential customer*; and

"*business day*" means a day which is not a Saturday, Sunday or public holiday in Western Australia; and

"change in personal circumstances" includes:

- [a] sudden and unexpected disability, illness of or injury to the *residential customer* or a dependant of the *residential customer*;
- [b] loss of or damage to property of the *residential customer*; or
- [c] other similar unforeseeable circumstances arising as a result of events beyond the control of the *residential customer*; and

"Code" means the Code of Conduct for the Supply of Electricity to Small Use Customers, as approved by the Minister with respect to the initial Code or by the *Economic Regulation Authority* for any amendments under section 79 of the *Electricity Industry Act 2004* [WA]; and

"concession" means a concession, rebate, subsidy or grant related to the supply of electricity available to *residential customers* only; and

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

"contract term" means the duration of this *contract* that you have agreed with us; and

"cooling-off period" has the meaning given to it clause 25.1 of this contract; and

"customer schedule" has the meaning given to it in clause 4 of this *contract*; and

"Customer Transfer Code" means the Electricity Industry (Customer Transfer) Code 2016 as approved by the Minister and updated from time to time; and

~~"date of receipt" has the meaning given in clause 1.5 of the Code; and~~

~~"door-to-door marketing" means the marketing practice under which –~~

~~{a} – a electricity marketing agent –~~

~~[i] – goes from place to place;~~

~~[ii] – makes telephone calls; or~~

~~[iii] – uses electronic means, seeking out persons who may be prepared to enter, as customers, into contracts; and~~

~~{b} – the electricity marketing agent or some other electricity marketing agent then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts;~~

"Economic Regulation Authority" means the body established by the *Economic Regulation Authority Act 2003* [WA]; and

"electricity marketing agent" has the meaning given ~~to that term by~~ in clause 5.1 of the Code; and

"electricity ombudsman" means the ombudsman appointed under the scheme initially approved by the Minister or by the *Economic Regulation Authority* for any amendments under section 92 of the *Electricity Industry Act 2004* [WA]; and

~~– "energy efficiency audit" has the same meaning given in clause 1.5 of the Code; and~~

"fee" means a fee other than a price; and

"financial hardship" means a state of more than immediate financial disadvantage, which results in a *residential customer* being unable to pay outstanding amounts owed to us without affecting the *residential customer's* ability to meet their *basic living needs* or those of their dependants; and

"historical debt" means an amount outstanding for the supply of electricity to you at your previous supply address or addresses; and

"last resort supply plan" means a plan that meets the requirements of section 69 of the *Electricity Industry Act 2004* [WA]; and

"life support equipment" has the meaning given in clause 1.5 of the Code; and

"local newspaper" for any place, means a newspaper circulating throughout Western Australia or in a part of Western Australia that includes that place; and

"meter" means the equipment installed [or which will be installed] at the supply address to measure the quantity of electricity you use; and

"metropolitan area" means:

[a] the region described in the Third Schedule to the *Planning and Development Act 2005* [WA] [which essentially depicts the Perth metropolitan area];

[b] the local government district of Mandurah;

[c] the local government district of Murray; and

[d] the townsites, as constituted under section 26 of the *Land Administration Act 1997* [WA], of:

[i] Albany;

[ii] Bunbury;

[iii] Geraldton;

[iv] Kalgoorlie;

[v] Karratha;

[vi] Port Hedland; and

[vii] South Hedland; and

"network 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, and is not your property; and

"network operator" means the operator of the SWIS from time to time and includes its employees, subcontractors, agents and successors in title; and

"payment deduction authority" means a verifiable consent authorising us to deduct monies from a customer's nominated credit card or bank account in payment of energy bills; and

"payment difficulties" means a state of immediate financial disadvantage that results in a *residential customer* being unable to pay an outstanding amount owing to us by reason of a *change in personal circumstances*; and

"price" means the charge for selling electricity as:

[a] set out in the *customer schedule*; or

[b] if a charge is not set out in the *customer schedule*, then the charge determined by us from time to time and *published* by us; and

"publish" means to publish a thing in the ways set out in clause 34.2; and

"refundable advance" means an amount of money or other arrangements acceptable to us as security against you defaulting on the payment of a bill; and

"regional areas" means all areas in Western Australia other than the metropolitan area; and

"relevant codes" means any codes and standards applying to our supply of electricity to you under the *contract*, including [as at the date of the contract] the Code and the Australian Standard on [Complaints complaint Handling-management \[AS/NZS 10002:2014AS ISO 10002—2006\]](#); and

"relevant regulations" means any laws and regulations applying to our supply of electricity to you under the *contract*, including [as at the date of the contract] the *Electricity Industry Act 2004* [WA] and the *Electricity Industry [Customer Contracts] Regulations 2005* [WA]; and;

"residential customer" means a customer who uses electricity only for domestic use; and

"retail licence" means our retail licence under the *Electricity Industry Act 2004* [WA]; and

"security" means either a *payment deduction authority* or *refundable advance* [or other form as agreed by us] required by us as security against payment of bills; and

"supplier of last resort" means a person that supplies electricity to customers when a *last resort supply plan* comes into operation; and

"supply address" means the address to which electricity will be supplied under the *contract*; and

"supply date" means the date that we agree to start to supply you with electricity under this *contract*; and

"SWIS" means the South West Interconnected System as defined in the *Electricity Industry Act 2004* [WA]; and

"unit" means 1 kilowatt hour of electricity; and

"we" and "us" means Alinta Sales Pty Ltd [ABN 92 089 531 984] trading as Alinta Energy of Level 13 The Quadrant, 1 William Street, Perth, Western Australia, 6000, and where the context requires our employees, subcontractors, agents and successors in title; and

"work" includes installing, operating, maintaining, renewing and replacing any *network equipment*; and

"you" and "your" refers to the person to whom electricity is [or will be] supplied under the *contract*; and

"your equipment" means all electrical facilities and equipment used to transmit or use electricity after the point where electricity is transferred to you from the *meter*.

34.2 How we publish things

Where these terms and conditions say that we will *publish* a thing, we will:

[a] advertise the thing in a *local newspaper*; ~~and/or~~

[b] place details of the thing on our website; ~~and/or~~

[c] post you a notice of the thing [this notice may be sent before your next bill, or may be sent with or printed on your next bill].

Where we are required by law to do so, we will also *publish* a thing by putting a notice in the Government Gazette.

The address of our website appears in clause 35 below and will appear on each bill.

34.3 Simple English

These terms and conditions are written in a "simple English" style. Accordingly, where:

[a] a contract or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and

[b] a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style, the ideas are not to be taken to be different just because different forms of words were used.

For example:

[a] "do our best" means "use best endeavours"; and

[b] "try" means "use reasonable endeavours"; and

[c] "end", in relation to the *contract*, means "terminate"; and

[d] "can" means there is a discretion as to whether the thing stated is done or not done; and

[e] "will" and "must" both mean that the thing stated has to be done.

34.4 Other rules of interpretation

Interpretation Act

The rules of interpretation contained in the *Interpretation Act 1984* [WA] apply to the interpretation of these terms and conditions, and any special conditions under clause 32, as though the *contract* were a written law, unless the contrary intention is shown.

Use of italic typeface

The fact that italic typeface has been applied to some words, defined in clause 35 or elsewhere, is to be disregarded in interpreting these terms and conditions.

Examples

Examples do not limit the generality of a clause.

Laws, regulations, codes etc

A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.

34.5 Miscellaneous

Applicable law

The *contract* is entered into under Western Australian law.

No waiver

A failure, delay or partial exercise of a power or right by *us* is not a waiver of that power or right, and does not preclude a further exercise by *us* of that or any other power or right under the *contract*.

Entire agreement

The *contract* constitutes the entire understanding between *you* and *us* concerning the subject matter of the *contract*. This clause operates to the extent permitted by law.

Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

Notices

Unless these terms and conditions say otherwise, a notice does not have to be in writing.

Any written notice given under these terms and conditions must be sent to the address for service in the *contract*. Notice is deemed to be given according to the following table:

In the case of...	notice will be deemed to have been given ...
oral communication, in person or by telephone	at time of communication
personal delivery	upon delivery
posting	two [2] <i>business days</i> after posting
facsimile	upon proof of transmission

Electronic communication

We have the ability under the *contract* to engage in electronic commerce with *you*. This means that we may contact or correspond with *you* using the telephone, facsimile or email details that *you* have provided. An example of that is when we provide bills to *you* by email. We may also make services or information available to *you* using *our* website.

We won't start using electronic commerce without agreeing with *you*. We can set any rules about how electronic commerce is to operate and what things may be communicated electronically, and [other than where those rules are already in these terms and conditions] we will tell *you* how to find out what those rules are.

35. Contact details

If you need to contact us, our contact details at the date of the *contract* are:

Registered office address

Level 11, 16-20 Bridge Street
SYDNEY NSW 2000

Business address

Level 13 ~~The Quadrant~~, 1 William Street
PERTH WA 6000

Postal address

PO Box 8348
PERTH BC WA 6849

Telephone/facsimile/e-mail

Residential [WA] Monday to Friday 8.00am to 5.00pm

Telephone 13 13 58

Facsimile 1800 651 161

E-mail customer.services@alintaenergy.com.au

Business [WA] Monday to Friday 8.00am to 5.00pm [WST]

Telephone 08 9486 3252

Facsimile 08 9486 3951

E-mail energy.sales@alintaenergy.com.au

Outside WA Monday to Friday 8.00am to 5.00pm [WST]

Telephone 1800 677 945

E-mail energy.sales@alintaenergy.com.au

Faults and Emergencies [Network Operator]

24 hours a day, 7 days a week

Telephone 13 13 51

Internet

<http://www.alintaenergy.com.au>

Any changes to our contact details will be *published*.

Alinta Sales Pty Ltd trading as Alinta Energy

ABN: 92 089 531 984

PO Box 8348 Perth BC WA 6849

T +61 8 9486 3252

F +61 8 9486 3951

energy.sales@alintaenergy.com.au

alintaenergy.com.au