

ROTTNEST ISLAND AUTHORITY



Standard Form Contract

**For the Supply of Electricity
on
Rottnest Island**

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1. Scope

1.1 The contract

This contract is the Rottnest Island Authority's Standard Form Contract for the supply of electricity for the purposes of the *Electricity Industry Act 2004*. This contract complies with the *Electricity Industry Act 2004*, the *Electricity Industry (Customer Contracts) Regulations 2005* and other relevant instruments made under that Act.

It sets out the standard terms and conditions upon which the Rottnest Island Authority agrees to supply customers with electricity where the Rottnest Island Authority currently sells electricity or where an application to become a new customer is received.

1.2 Definitions

'Customer' - in this contract refers to the customer as identified in the Application form.

'Rottnest Island Authority' - in this contract refers to the Rottnest Island Authority as constituted under the *Rottnest Island Authority Act*, including the Board of Directors and employees, its agents and subcontractors, where applicable.

2. Term

Date of effect

The Standard Form of Contract terms and conditions will take effect from the date at which the electrical supply Customer enters into a contract with the Rottnest Island Authority under the Standard Form Contract.

Customers applying for electrical supply services, shall, once the application has been accepted, have the contract come into effect from the commencement date specified in their signed Application Form.

Duration of Contract

The contract shall continue until it is terminated in accordance with the terms in Clause 10 or the circumstances of Clause 11.

3. Contact details of the Rottnest Island Authority

The supplier contact details are as follows:

Name: Rottnest Island Authority
Address: Contract Services Office, Rottnest Island, WA
Postal Address: PO Box 693, Fremantle WA 6959
Telephone Number: (08) 9432 9300 (reception)
Email: enquiries@rottnestisland.com
Website: www.rottnestisland.com

4. Description of Goods and Services

The services to be provided under the terms of this contract include the generation, distribution and retail sale of electricity to each customer's property.

These services are provided by the Rottnest Island Authority and its sub-contractors.

All reasonable actions are taken to ensure the provision of quality services however, we cannot always control the quality, reliability or continuity of electricity delivered. We recommend you protect and insure your property against unexpected changes or interruptions to the electricity supply.

5. Obligations of the Customer in relation to supply

The Customer is prohibited from interfering with or bypassing the electricity meter or allowing any other person to do so.

The Customer must not attempt to connect the electricity supply if the Rottnest Island Authority has disconnected the supply for any reason.

The Customer must pay the agreed fees and charges for all electricity supplied by the Rottnest Island Authority to the supply address stated in this contract.

6. Disconnection and Reconnection

Where disconnection may occur

The Rottnest Island Authority may disconnect electricity supply services to the Customer in the following circumstances:

1. Non- payment of a bill

If the Customer does not pay, or meet and make arrangements to pay overdue charges for the services the supply may be disconnected. A reminder notice will be sent to the Customer not less than 14 business days after the issue date of the bill requesting payment of the bill on a date specified.

If the bill remains unpaid a disconnection warning will be sent to the Customer not less than 18 business days after the bill was issued and the Customer will be given at least 5 business days warning before the disconnection occurs.

The supply will not be disconnected if the Customer has entered into an approved payment arrangement for financial hardship or where the Customer has agreed to a payment plan due to payment difficulties.

2. Denial of access to meter

If the Customer denies access to the meter, the Rottnest Island Authority may disconnect the electrical supply, where:

- The Customer has denied access for 12 consecutive months;
- The Rottnest Island Authority has given the Customer opportunity to provide reasonable alternative arrangements without a response from the Customer;
- The Rottnest Island Authority has used its best endeavors to contact the Customer of its intention to disconnect, without a response from the Customer.

Where a disconnection of electricity supply is imminent due to the Rottnest Island Authority being denied access, the Rottnest Island Authority will give to the Customer in writing, five (5) business days notice requesting access to the supply address meter and advising of the Rottnest Island Authority's ability to disconnect if access is denied in this period.

3. Emergency

In the case of emergency, or because of health and safety risks, the Rottnest Island Authority shall discontinue service immediately.

4. Maintenance

If supply is to be disconnected for planned maintenance to infrastructure or equipment, the Rottnest Island Authority will provide at least 3 business days notice to the Customer/s affected and will limit the interruption as much as possible.

Planned maintenance will occur during the hours of 9.00 am to 5.00 pm on business days.

A disconnection warning will include information about the Rottnest Island Authority's complaints handling process and the Energy Ombudsman's contact details.

Where disconnection will not occur

The Rottnest Island Authority will not disconnect supply to an address in the following circumstances:

1. where it has received a statement from a medical practitioner stating that supply is necessary in order to protect the health of a person who lives at the Customer's supply address;
2. if the Customer has entered into an approved payment arrangement in accordance with Clause 16;
3. where the Customer has referred a complaint regarding the electricity supply service to the Rottnest Island Authority or the Energy Ombudsman which remains unresolved.
4. within 1 business day after the expiry of the period referred to in the disconnection warning;
5. if the customer has made an application for a concession and a decision on the application has not yet been made;
6. if the customer has failed to pay an amount which does not relate to the supply of electricity;
7. if the supply address does not relate to the bill (unless the customer has failed to make payments relating to an outstanding debt for a supply address previously occupied by the customer).

Reconnection

The Rottnest Island Authority shall reinstate its supply of services at the Customer's request if the Customer complies with the terms and conditions of this contract, within 5 business days of the request. A fee applies for this reconnection service.

In the case of disconnection due to emergency, the Rottnest Island Authority will reconnect supply as soon as practicable once the emergency situation has been resolved.

7. Fees and Charges

The Customer's supply charge will consist of two components:

1. A fixed fee for the supply of the electricity; and
2. A consumption fee based on the amount of electricity used at the Customer's supply address. The amount of consumption will be determined by regular meter readings, which will be conducted by the Rottnest Island Authority's staff or contractors.

Charges will be classified as either Residential or Commercial fees. The Customer will be charged at the Commercial rate unless the Customer qualifies to pay the Residential rate.

To qualify for the residential rate, the supply address must be used solely for residential purposes and no commercial activities are to be conducted on the site.

All fees and charges applicable to both the Residential and Commercial Customers fees and consumption fees are published in the Electricity Fees and Charges Schedule, which is available from the Rottnest Island Authority's Contract Services office, Rottnest Island and Rottnest Island Authority website.

8. Billing

8.1 Billing Cycles

Bills are issued on a monthly basis and are required to be paid by the due date specified on the bill. The Rottnest Island Authority can also supply additional statements of account on request, for a fee. Additional statements will be provided within 10 working days of the request.

8.2 Contents of a bill

Unless the Customer agrees otherwise, the bill will include the following information:

- (a) the Customer's name and account number;
- (b) the supply address and any relevant mailing address;
- (c) a meter identification number;
- (d) the date and result of the current meter reading or estimate;
- (e) total consumption, or estimated consumption;
- (f) the dates on which the account period begins and ends and the number of days covered by the bill;
- (g) the relevant tariffs and the amount of any other fees or charges and details of the service provided;
- (h) a reference to any concessions that the Customer may be eligible to receive and the amount of concessions provided to the Customer;
- (i) advice that an additional late payment fee may be imposed and an explanation as to how Customers can avoid this fee;
- (j) average daily consumption and cost;
- (k) the amount due and due date;
- (l) a summary of the payment methods;
- (m) advice regarding the procedure to follow in case of payment difficulties;
- (n) a telephone number for billing and payment enquiries and complaints;
- (o) contact details for the Energy Ombudsman;
- (p) the Rottnest Island Authority's 24 hour telephone number for faults and emergencies;
- (q) the amount of arrears or credit;
- (r) payments made and the amount outstanding under an installment plan;

- (s) the Rottnest Island Authority telephone number for TTY services;
- (t) Information relating to the provision of multi lingual services; and
- (u) to the extent that the data is available, a graph or bar chart illustrating the Customer amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year.

8.3 Pricing and consumption charges

Prices for the Rottnest Island Authority electrical services are provided in the Schedule of Electricity Fees and Charges. The Customer's consumption will be determined by a reading of the meter placed at the supply address.

The Rottnest Island Authority will, on request, provide a customer with their consumption data within 10 business days of the date of receipt of a request for this information.

8.4 Estimations

The Rottnest Island Authority will calculate electricity consumption charges based on an estimate of the Customer's usage where:

- (a) An electricity meter is shown by test to be recording inaccurately;
- (b) An electricity meter ceases to register; or
- (c) Access to the electricity meter is prevented.

This estimate will be based on:

- (a) The amount of electricity used during the same period in the previous year;
- (b) If the Customer does not have a prior billing history, the average usage of comparable customers;
- (c) The Customer's reading of the meter; or
- (d) A test of the meter.

8.5 Payment date and methods

The Customer will be given at least twelve business days to pay a bill. The payment methods offered include:

- (a) in person at the Contract Services office, Rottnest Island;
- (b) by mail;
- (c) by Centrepay;
- (d) electronically by means of BPay or credit card;
- (e) by telephone by means of credit card;

The Rottnest Island Authority will accept payment in advance from a customer on request, however a minimum of \$20 applies to this arrangement. In the

case of financial hardship or payment difficulties for residential customers, the Rottnest Island Authority will consider lesser amounts or alternative arrangements in accordance with the Rottnest Island Authority's Hardship Policy document. This document is available on request form the Rottnest Island Authority.

8.6 Review of Bill

The Customer may at any time request the Rottnest Island Authority to review its bill.

A representative of the Rottnest Island Authority will acknowledge the complaint within 10 business days and shall address the complaint within 20 business days.

The Rottnest Island Authority will review the Customer's bill only if the Customer pays:

- that part of the bill that is not subject to review; or
- an amount equal to the Customer's average bill, taken from an average of the last 12 bills,

whichever is less.

If the Customer has overcharged an account (including a customer who has vacated the supply address), the Rottnest Island Authority will use its best endeavors to inform the customer accordingly within 10 business days and will seek instruction from the customer as to whether the refund should be credited to the customers account or repaid to the customer. Refunds will be made within 12 business days in accordance with the customer's instructions.

If the Rottnest Island Authority does not receive instructions from the customer within 20 business days of making the request to the customer, the Rottnest Island Authority will use its best endeavors to credit the amount overcharged to the customer's account.

If the Customer has underpaid, the Rottnest Island Authority will request the Customer to pay the difference.

If the Customer did not pay as a result of an error made by the Rottnest Island Authority, the Rottnest Island Authority will only claim the difference for the previous 12 month period.

The Customer will be given sufficient time by the Rottnest Island Authority to repay any difference.

8.7 New Customers

The Customer will be charged for electricity services from the day and time that the electricity is connected to the supply address. If a final meter reading was not carried out on the final day of the previous Customer at the supply

address, an estimate of the new Customer's consumption, in accordance with Clause 8.4, will be used to calculate the first bill.

9. Security Deposits

9.1 Where Security Deposits Apply

The Rottnest Island Authority will determine, as part of developing a commercial lease or residential lease agreement with the Customer, whether there is a requirement for the Customer to pay a security deposit for electricity supply.

A Customer will be required to pay a security deposit where:

- the supply address does not have a meter in place at the commencement of the supply;
- the Customer has a short term contract; or
- the Rottnest Island Authority determines the Customer as a risk.

9.2 Amount of Security Deposit

The maximum amount of the security deposit that may be required in the case of a new supply is determined as:

- an amount equal to three times a Customer's average bill for the premises, taken from an average of the last 12 bills, and based on average occupancy levels for the premises.

The Rottnest Island Authority, upon consideration of a new Customer's circumstances, may determine a lesser amount to be paid. Due consideration will be given to any request from the Customer for a reduction in the amount to be paid as security deposit.

Following the expiry of a continuous period of supply of power to a new customer, the following maximum security deposit will apply:

- a) Where the accounting period is 2 months or less, twice the average amount of the account taken over the three preceding periods
- b) Where the accounting period exceeds 2 months, one and a half times the average amount of the account taken over the 3 preceding account periods.

9.3 Managing Security Deposits

Where the Rottnest Island Authority has cause to require a security deposit from the Customer, the security deposit:

- a) will be kept in a separate trust fund; and
- b) will be separately identified in the accounting records of the Rottnest Island Authority

Where a security deposit is held by the Rottnest Island Authority:

- a) The customer will be paid interest on the security deposit at the bank bill rate;
- b) Interest will be accrued daily and unless paid prior to 90 days will be capitalized; and
- c) Provide the Customer with the bank bill rate on request. The bank bill rate is described in the *Electricity Industry (Customer Contracts) Regulations 2005*, Part 2, Section 12.

The Rottnest Island Authority 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.

10. Termination

Termination by Rottnest Island Authority

The Customer's contract may be terminated by the Rottnest Island Authority if the Customer:

- (a) Becomes insolvent;
- (b) Goes into liquidation;
- (c) Becomes bankrupt; or
- (d) Commits a breach of the contract for which the Rottnest Island Authority has the right under the contract or written law to disconnect electricity supply.

In the case of termination following disconnection, the Customer will no longer have any right to reconnection under this contract.

Termination by customer

Customers may terminate this contract at any time by giving notice to the Rottnest Island Authority not less than 5 business days before the day on which the Customer wants the contract to end.

Termination procedure

Once a contract has been terminated, the following provisions apply:

- (a) The Rottnest Island Authority will arrange for a final meter reading and for disconnection on the day on which the contract ends;
- (b) A final bill will be issued to the Customer;
- (c) The Rottnest Island Authority may charge a fee for the final meter reading, disconnection and the final bill;

- (d) Any network equipment may be removed at any time after the day on which the contract ends;
- (e) The Customer must allow the Rottnest Island Authority and its subcontractors safe and unrestricted access to the supply address for the purpose of removing network equipment; and
- (f) If the Customer wishes to be supplied with electricity again, the Customer must enter into a new contract with the Rottnest Island Authority.

A Customer will not be liable to pay for any electricity supplied to the supply address once a new Customer's contract at that supply address comes into effect.

11. Customer vacating the Supply Address

Where the Customer has a cause to leave or vacate the supply address, other than reasons described in Clause 10:

- the Customer must provide the Rottnest Island Authority 3 business days notice of its intent to leave or vacate the premises; and
- the Rottnest Island Authority will arrange for a final meter reading on the date of departure in order to determine the final charge, payable by the Customer.

The Rottnest Island Authority will determine, and notify the Customer as part of the final bill, the fee chargeable to the Customer in respect to the determination.

The Customer will be provided with a final bill that provides for all fees and charges applicable to the supply of electricity to the supply address.

12. Matters beyond the Control of the Customer

Where an event occurs where:

- Electricity supply is disrupted;
- Electricity supply ceases;
- Damage is caused to electrical infrastructure, equipment or appliances; or
- Loss or damage is caused to property or stock.

and the cause is not attributable to any fault of the Rottnest Island Authority or the Customer, the two parties to this Contract will:

- a) undertake an agreed method for determining costs associated with recovery;
- b) work together to immediately restore the supply and/or maintenance and/or replacement of equipment, appliances or stock; and

- c) pursue all avenues to recover and/or recompense costs from other sources, including insurance, disaster recovery programs etc.

For electricity supply to the supply address boundary – The Rottnest Island Authority will fund (directly or indirectly) and arrange for this work to be undertaken to restore electricity to the supply address

For electrical work within the supply address – the Customer to fund (directly or indirectly) the work required to recover full operation of the premises. The Rottnest Island Authority will on a case by case basis determine with the Customer opportunities for funding assistance from the Rottnest Island Authority.

13. Amendment of contract

The provisions of this contract may be amended without the Customer's consent. The Rottnest Island Authority will provide written notice of any such changes and the date on which they come into effect.

Any amendments to this contract must be approved by the Economic Regulation Authority.

Any variations to fees or charges will be advised by written notice, including the date they are to take effect, before the amendments occur. A variation of charges will not occur retrospectively.

If the Customer does not agree with an amendment to the contract the Customer may terminate the contract in accordance with the terms and conditions of the contract.

14. Assignment

The Customer cannot assign its rights or obligations under this contract to another party without the Rottnest Island Authority's written consent.

The Rottnest Island Authority may assign its rights and/or obligations under this contract to another party, without the Customer's consent and will advise the Customer in writing of the transfer.

15. Customer Information

The following will be made available to the Customer upon request:

- 1) A copy of the Rottnest Island Authority's Electricity Customer Service Charter in hard copy within two (2) business days after receiving the request - free of charge;
- 2) A copy of the *Code of Conduct (For the Supply of Electricity to Small Use Customers)* – hardcopy charge to cover the cost of providing the copy from the State Law Publisher. Also available on the Rottnest Island website free of charge;

- 3) A copy of the *Electricity Industry (Customer Contracts) Regulations 2005* - available for inspection at the Rottnest Island Authority's Contract Services office, Rottnest Island - free of charge;
or
A personal copy can be provided - charge to cover the cost of providing the copy from the State Law Publisher.
- 4) A copy of the Electricity Fees and Charges Schedule – available from the Contracts Services office, Rottnest Island – free of charge;
- 5) Information about energy efficiency;
- 6) Billing data – see Clause 8; and
- 7) Contact details for obtaining information about government assistance programs or financial counselling services.
- 8) Reasonable information, at no charge, relating to tariffs (or alternative tariffs) that may be available to the customer within 8 working days from request. This information will be given in writing.
- 9) Information, at no charge, relating to the types of concessions (if applicable) available to the customer.
- 10) Information, at no charge, relating to the distribution of electricity.
- 11) Information, free of charge, on the Rottnest Island Authority's requirements in relation to a customer's proposed new electrical installation, or changes to customers existing electrical installation, including advice about supply extension. If the customer requires further advice or technical expertise to ensure compliance with the Rottnest Island Authority's requirements, the Rottnest Island Authority may charge a fee for such advice or the customer may obtain independent advice.

16 Payment difficulties and debt recovery

The Rottnest Island Authority can make special financial arrangements to assist customers experiencing hardship in the payment of their accounts. Information on these options is available by calling the telephone number shown on the Customer account.

Legal proceedings for the recovery of an outstanding amount will not be commenced if the Customer enters an approved payment arrangement with the Rottnest Island Authority.

17 Dispute Resolution

17.1 Complaints procedure

Any complaints lodged, either in writing, or verbally, will be addressed by the

Rottnest Island Authority in a prompt and professional manner.

A representative of the Rottnest Island Authority will acknowledge the complaint within 10 business days and shall address the complaint within 20 business days.

17.2 Referral to Chief Executive Officer

If the Customer is not satisfied with a solution offered or action taken on a complaint, the Customer may seek referral to the Rottnest Island Authority's Chief Executive Officer, who shall investigate the complaint, assess the appropriateness of the Rottnest Island Authority's response and either confirm or amend the Rottnest Island Authority's proposed solution or action.

17.3 Referral to Energy Ombudsman

Where the Customer has made a complaint to the Rottnest Island Authority and the Customer is not satisfied with:

- the way the complaint is being handled by the Rottnest Island Authority; or
- the complaint is considered to be unresolved; or
- a matter with the Rottnest Island Authority has not been resolved to the Customer's satisfaction;

the Customer may refer the complaint or matter to the Energy Ombudsman.

18 Confidentiality

The Standard Form Contract is publicly available on the Rottnest Island Authority's website, however individual Customer details of this contract are confidential between the Rottnest Island Authority and the Customer and information about the Customer will not be disclosed to any third parties except:

- (a) where required by law;
- (b) to comply with the Rottnest Island Authority obligations under this contract;
- (c) to Rottnest Island Authority advisors, auditors or consultants who are also bound not to disclose any information under a confidentiality agreement; or
- (d) with approval by the Customer.

The Rottnest Island Authority maintains a records management system whereby confidential documents, including this contract and applications related to this contract, are secure and applied with restricted access to authorised personnel only.

19 Service of Notices

Notices and/or documents will be served to the Customer only by:

- Facsimile, followed by confirmation hard copy mailed: or
- Mail via Australia Post.

The Rottnest Island Authority will not serve notices served via email or other electronic medium other than listed above.

A notice (and other documents) shall be deemed to have been given and received:

- (a) If addressed or delivered to the relevant address in the contract or last communicated in writing to the person giving the notice; and
- (b) On the earliest date of:
 - i Actual receipt;
 - ii Confirmation of correct transmission of fax; or
 - iii Three (3) business days after posting.

20 Governing Law

This Standard Form Contract is subject to the laws of Western Australia including but not limited to the following legislation:

- *Electricity Industry Act 2004*
- *Electricity Industry (Customer Contracts) Regulations 2005*
- *Code of Conduct (For the supply of Electricity to Small Use Customers) 2004*

21 Equipment ownership and responsibility

Rottnest Island Authority Ownership and Responsibility

Standard electrical service connections, the reticulation wiring up to and including the electricity meter at the boundary of the land remains the property of the Rottnest Island Authority. All maintenance, servicing and repairs on this equipment is the responsibility of the Rottnest Island Authority.

Faults with the electricity service connection (meter, fuse-switch and the wiring) involving significant electricity outage or possible damage to property should be reported immediately to the Rottnest Island Authority. The Rottnest Island Authority repair the connection as soon as practicable.

Other repairs will be done by the arranged date.

All electrical installations and equipment within the supply address premises which are fixed to the premises as chattels shall become the property of the Rottnest Island Authority in the case of termination of the Customer's supply, and in accordance with any lease or other agreement between the Rottnest Island Authority and the Customer.

The Customer Ownership and Responsibility

The Customer is responsible for the maintenance of all connections and fittings from the electricity meter at the boundary of the supply address land.

It is a legal requirement for all repairs and modifications to connections and fittings to be carried out by a licensed electrician.

The Rottnest Island Authority must be notified of all work undertaken on electrical installations or equipment arranged by the Customer at the supply address.

22 Meter testing

If the Customer suspects an electricity meter is faulty, the Customer may request the Rottnest Island Authority to arrange for the meter to be tested. The Rottnest Island Authority will arrange for a test to be conducted on the meter, only if the Customer pays the fee applicable for the test to be conducted.

The Rottnest Island Authority will refund the fee if the test results fall outside an accuracy of plus or minus one point five percent (1.5%), whereupon consumption charges will be adjusted.

23 Access to supply address

Access

The Customer must provide safe and unrestricted access to the electricity meter and electrical connections at the supply address for the Rottnest Island Authority and its agents.

For planned work within a residence or commercial property, the Rottnest Island Authority will provide written notice to the Customer not less than three (3) business days in advance.

Identification

The Rottnest Island Authority will take all reasonable steps to ensure that any person who enters the supply premises on behalf of the Rottnest Island Authority:

- a) clearly displays a form of identification; and
- b) shows to the Customer a form of identification if requested to do so.

A form of identification includes a card or other written information that identifies the person as an employee or agent of the Rottnest Island Authority.

24 Liability

The Rottnest Island Authority will not be liable to the Customer for any failure to fulfill the terms of this contract where that failure results from an event that is outside our control.

25 Effect of invalid provisions

The effect of any invalid or unenforceable provision shall not have any effect on the other provisions within this contract.

**ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE
ROTTNEST ISLAND AUTHORITY STANDARD FORM
CONTRACT**

[insert Customer's name] acknowledges and accepts the terms and conditions of this Standard Form Contract for the supply of electricity to (insert supply address) by the Rottnest Island Authority.

DATED AND SIGNED ON BEHALF OF [insert Customers name]

Signature: _____ Date _____

Name: _____

Position: _____

WITNESS

Signature of
Witness: _____ Date _____

Name: _____

EXECUTED as a CONTRACT

ROTTNEST ISLAND AUTHORITY:)

SIGNED by Chief Executive Officer)

in the presence of:)

Witness: _____

Name: _____

Address: _____
