



Gas Supply

Standard Form Contract
Terms & Conditions

Alinta Sales Pty Ltd

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NOTICE IF THIS IS AN UNSOLICITED CONSUMER AGREEMENT

[Guidelines about whether this is an unsolicited consumer agreement are set out on the following page.]

Important Notice to the Consumer

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

[Date]

[Signature of customer]

[Name of customer]

Please retain this document for your records.

FURTHER INFORMATION ABOUT UNSOLICITED CONSUMER AGREEMENTS

The Australian Consumer Law sets out when an agreement is an “unsolicited consumer agreement”. If you would like more information about unsolicited consumer agreements, you should speak to the Australian Competition and Consumer Commission. If you would like advice about whether your agreement with Alinta is an unsolicited consumer agreement, you should speak to a lawyer.

For your information, we have set out the following guidelines about when an agreement may be an unsolicited consumer agreement.

Guidelines about when your agreement with Alinta may be an unsolicited consumer agreement.

- [1] This agreement may be an unsolicited consumer agreement if it is made as a result of negotiations between you and Alinta:
 - [a] in each other's presence at a place other than Alinta's business or trade premises or by telephone; and
 - [b] you did not invite Alinta to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of the goods or services supplied under this agreement [whether or not you made such an invitation in relation to a different supply].
- [2] You are not a consumer, and this agreement is not an unsolicited consumer agreement, if you acquired the goods, or held yourself out as acquiring the goods:
 - [a] for the purpose of re-supply; or
 - [b] for the purpose of using them up or transforming them, in trade or commerce:
 - [i] in the course of a process of production or manufacture; or
 - [ii] in the course of repairing or treating other goods or fixtures on land.
- [3] The Australian Consumer Law and the regulations supporting it set out other circumstances in which an agreement may be an unsolicited consumer agreement and also provide a number of exceptions and further detail relating to the above information.

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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* gas at the *supply address*, and for *you* to pay *us* for that gas.

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

[Note: In this document *we* use *italics* to show *you* that some terms are defined in clause 32].

2 WE WILL SELL YOU GAS

2.1 Gas supply

We will sell *you* gas on these terms and conditions.

You can use as much gas as *you* want. The size of the *meter* limits the rate at which *you* can use gas. This is unlikely ever to be a problem for *you*, but if it is *we* can arrange [sometimes at extra cost to *you*] to have a larger *meter* installed.

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

2.2 Service standards

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

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

3 YOU WILL PAY THE STANDARD PRICES

3.1 You must pay us a standard price

You must pay *us* a standard *price* for gas *we* supply to *you* under the *contract*.

3.2 What are the standard prices?

There are two types of standard *price*: a residential *price* and a non-residential *price*.

In addition, there is a different residential *price* and non-residential *price* for each of:

- [a] the Mid-West/South-West area [this extends from Geraldton to Busselton and includes Perth]; and
- [b] the Albany area; and
- [c] the Kalgoorlie-Boulder area.

A standard *price* can include a fixed component and a usage component that consists of a number of “steps”, where the cost of gas changes depending on how much gas *you* use.

The fixed component and the steps of the usage component will be listed when *we* *publish* the standard *price* [see clause 32.2 about how *we* *publish* things].

A standard *price* will be no more than the maximum *price* permitted by the *Gas Tariffs Regulations*.

3.3 Which standard price do you pay?

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

Unless *you* qualify to pay the residential *price*, *you* must pay the non-residential *price*.

To qualify to pay the residential *price*, the *supply address* must be a “dwelling”, and *you* must use *your* gas only for residential use. *We* can decide whether *you* qualify to pay the residential *price*.

A “dwelling” is a house, flat, home unit or other place of residence.

{Under the *Gas Tariffs Regulations*, a residential *price* will be payable for a *supply address* which is not a dwelling if the gas supplied to the *supply address* is separately metered and is solely for residential use.}

3.4 If you are paying the residential price, you must not use gas for a non-residential use

If *you* are paying the residential *price*, *you* must not use gas for any non-residential use [for example, in a business or for commercial purposes] without giving *us* reasonable notice.

We can apply the non-residential *price* to *you* from the time *you* use gas for a non-residential use.

If *you* don't give *us* reasonable notice of a non-residential use, *we* can backdate the non-residential *price* to the start of the non-residential use [up to a maximum of 12 months].

3.5 You must also pay fees

You must pay any *fees* which apply to *you*, in addition to the standard *price*.

We can charge *you* the following *fees*:

- [a] account application; and
- [b] *meter* testing [see clause 4.2]; and
- [c] overdue notices [see clause 7.3]; and
- [d] final *meter* readings [see clause 16]; and
- [e] turning off *your* gas in some circumstances [see clauses 20.1, 20.2, 20.4 and 20.7]; and
- [f] turning *your* gas back on in some circumstances [see clauses 20.1, 20.2, 20.4, 20.7 and 20.8]; and
- [g] removing or physically disconnecting the *meter* [see clause 22]; and
- [h] replacing or physically reconnecting the *meter* [see clause 22]; and
- [i] other non-standard connection costs.

We can charge other *fees* as well.

We will *publish* the *fees* [see clause 32.2 about how *we* *publish* things].

3.6 We can change the standard prices and the fees

We can change any standard *price* or *fee*, and add new *fees* or remove *fees*, from time to time [in accordance with the *Gas Tariffs Regulations*]. 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 32.2 about how *we* *publish* things].

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

4 HOW WE CALCULATE THE AMOUNT OF GAS YOU HAVE USED

4.1 Metering

The *meter* measures the volume of gas *you* use, but *we* will bill *you* according to the amount of energy in gas *you* use. (Volume is measured in cubic metres or cubic feet; energy is measured in *units*.)

Because gas is a naturally occurring substance, the amount of energy in a given volume of gas [called the “heating value”] changes from time to time. The *network operator* measures the *heating value* of gas at a number of places, and *we* will use those measurements to calculate the *heating value* of gas *you* use. Then, *we* will use that calculated *heating value* to convert the *meter’s* volume reading into an energy value, measured in *units*.

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

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

4.2 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 8 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 seven [7] *business days*.

5 WE CAN BASE YOUR BILL ON ESTIMATES OF YOUR GAS 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, or *you* are leaving the *supply address* and need a final bill immediately], *we* can use estimates of the volume of gas *you* use based on either:

- [a] *your* prior billing history; or
- [b] if *you* have no prior billing history, *our* estimate of the average gas use:
 - [i] at the *price* *you* are paying; or
 - [ii] for *your* type of *meter*; or
 - [iii] at the *supply address*.

If *we* use estimates in *your* bill:

- [c] *we* will say on *your* bill that *we* have done so; and
- [d] the estimates will be calculated using the methods set out in the *retail market rules*; and
- [e] except in the case of a final bill, *we* will adjust *your* bill if an actual *meter* reading subsequently becomes available.

If *we* use estimates in *your* bill because it wasn’t possible to access *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 *us* 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.

6 HOW WE WILL BILL YOU

6.1 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.

6.2 Contents

Each bill will show the information required to be included in accordance with the *relevant codes*.

We will itemise *prices, fees, charges* or adjustments and any *refundable advances* separately in each bill.

If *we* provide any additional goods or services to *you* and *we* choose to include them in *your* bill [together with a description of those goods or services], *we* will itemise the charges for such goods and services separately, and:

- [a] if *you* tell *us* how *you* wish to apply any payments received from *you* for the goods and services – *we* will apply those payments in accordance with *your* wishes; or
- [b] otherwise – *we* will apply those payments, to the *prices, fees, charges* or adjustments due for gas supplied to *you* under this *contract*, before allocating the payments to the goods and services.

If such goods or services include electricity *we* will apply those payments equally to the electricity charge and the *prices, fees, charges* or adjustments due for gas supplied to *you* under this *contract*, before allocating the payments to any other goods and services.

7 PAYING YOUR BILL

7.1 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] paying by direct debit; and

- [d] paying by BPay; and
- [e] [for residential customers] paying by credit card over the telephone and online.

7.2 Instalment payments

If *you* are paying the residential *price*, *you* may wish to pay *your* bill by instalments:

- [a] in advance towards *your* next bill; or
- [b] for amounts *you* owe to *us* [including disconnection and reconnection *fees*] and continuing gas use.

If *you* are going on holidays or will be away from home for a long period *you* may wish to pay *your* bill in advance or redirect *your* bill to another address.

We may also offer *you* instalment plans or other payment options:

- [c] generally; or
- [d] as an alternative to *you* paying a *refundable advance*.

You must contact us if *you* wish to use any of the above options.

We will consult with *you* as to the details of *your* instalment plan, in accordance with the *customer service code*.

If *you* have had two instalment plans cancelled in the previous 12 months due to non-payment, we do not have to offer *you* another instalment plan unless *you* give us reasonable assurance that *you* will comply with it.

7.3 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 7.5 explains how we set the interest rate]; and
- [b] we can turn off *your* gas [clause 20.1 explains how we can turn off *your* gas in this case]; and
- [c] we can charge *you* a *fee* for each overdue notice we send *you*; and
- [d] we can shorten *your* billing cycle which means *you* may have to pay *your* bills more frequently. 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.

If *you* pay by cheque and the cheque is dishonoured or reversed {these are 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 two [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.

7.4 If you are having trouble paying

If *you* can't afford to pay *your* bills, *you* should let us know as soon as possible. *You* can write to us, call our Customer Service Centre, or email us. Our contact details appear in clause 33 and will appear on each bill.

Within three [3] *business days* of *you* informing us that *you* can't afford to pay *your* bill, we will assess *your* situation and if we consider that *you* are experiencing payment difficulties or financial hardship, we will then offer *you*:

- [a] the option of paying by instalments that are interest-free and fee-free under clause 7.2; and/or
- [b] additional time to pay *your* bill; and/or
- [c] the option of getting us to redirect *your* bill to a third person; and/or
- [d] information about Government assistance programs or concessions; and/or
- [e] information about independent financial counselling services and other relevant consumer representative organisations available to *you*.

If *you* request us to temporarily suspend all debt recovery and disconnection procedures, and *you* make an appointment with a relevant customer representative organisation to assess *your* capacity to pay, then we will temporarily suspend action for at least 15 *business days*.

7.5 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 standard *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 32.2 about how we *publish* things].

[The interest rate will be three [3] percentage points above the quoted rate for a one [1] month bank bill quoted by one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank Limited.]

8 IF WE UNDERCHARGE OR OVERCHARGE YOU

8.1 Undercharging

If we undercharge *you* because of an error, 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 notify *you* that the undercharging has occurred; 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 if *you* make payment by the due date.

Unless otherwise agreed by us, *you* must pay the correcting payment on the due date for payment described in the bill on which it appears.

You can pay the correcting payment by instalments under clause 7.2. We will not charge *you* interest on these instalments if *you* make payment by the due date.

Clause 20.7 explains what happens if we undercharge *you* because of fraud, or because *you* have breached the *contract* [for example, by bypassing the *meter*].

8.2 Overcharging

If we overcharge you, then:

- [a] we will tell you within ten [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.

You can choose whether we make the correcting refund as:

- [i] a credit to your account; or
- [ii] a payment to you; or
- [iii] a payment to someone else [if you tell us who, in writing],

except where the amount of a correcting refund is less than \$45, in which case we will automatically credit the amount to your account.

9 INFORMATION AVAILABLE TO YOU

If you request it we will supply you with a copy of:

- [a] the *Energy Coordination [Customer Contracts] Regulations 2004* or any *relevant code*; or
- [b] the *fees* and *prices* payable under the *contract*; or
- [c] information about how you can use energy more efficiently; or
- [d] your billing data for the previous two [2] years [you may also request billing data for the period prior to this time subject to a reasonable charge]; or
- [e] information about Government assistance programs or financial counselling services [see clause 7.4 above]; or
- [f] information on the types of concessions available to you and contact details of the organisation responsible for administering those concessions; or
- [g] information about our complaints handling process and how to contact the gas industry ombudsman if you are not satisfied with our handling of your complaint [see clause 12 below]; or
- [h] a combination of any or all of the above.

Unless a law or our *trading licence* requires us to provide the information free of charge, we can ask you to pay a reasonable charge.

10 THINGS YOU MUST TELL US

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 gas [for example, if you are a paying a residential *price* and wish to use gas for a non-residential use]; or
- [d] if you change something at the *supply address* which makes our access to the *meter* more difficult; or

- [e] if you are planning a change to your *equipment* which might affect the quality or safety of any gas supply to you or anyone else; or
- [f] if you become aware of any gas leak or other problem with the *network equipment*, at or reasonably close to the *supply address*.

11 THINGS YOU MUST NOT DO

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

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

12 COMPLAINTS

We will manage any complaint by you in accordance with Australian Standard on Complaints Handling [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 gas industry ombudsman.

13 NETWORK EQUIPMENT AND YOUR EQUIPMENT

Everything before [upstream of] the point where gas leaves the *meter* is *network equipment*. We or the *network operator* will inspect and look after *network equipment*.

Everything after [downstream of] the point where gas leaves the *meter* is *your 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 a certified gas installer work on your *equipment*; and
- [d] protect *network equipment* from damage and interference; and
- [e] not use gas in a way that interferes with *network equipment* or with the supply of gas to anyone else, or in a way that causes loss to anyone else.

14 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 gas 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 must give *you* notice before *we* or the *network operator* come onto the *supply address*, except:

- [i] for a routine *meter* reading or *meter* replacement; or
- [ii] in an emergency; or
- [iii] if we suspect gas 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* or the *network operator* come onto the *supply address* [except for planned maintenance, where we will give *you* at least four [4] days notice].

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

15 MOVING INTO THE SUPPLY ADDRESS

15.1 New gas connection

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

- [a] adequate gas supply is available [at the required volume and pressure] 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 *you* let *us* or the *network operator* [as applicable] have access to the *supply address* under clause 14; and
- [d] any other requirements under *relevant regulations* are met.

If the above conditions are met, *we* will do *our* best to arrange for the *network operator* to connect *you* to a new gas connection at a new *supply address* within 20 *business days* or at another time agreed with *you*, where:

- [i] *you* have applied [in person, by telephone or in writing] and provided *us* with acceptable identification; and
- [ii] if the *supply address* is a rental property, *you* have provided *us* with contact details of the property's owner or agent; and
- [iii] *you* have agreed to pay all relevant *prices* and *fees*; and
- [iv] *you* have provided *us* with contact details for billing; and
- [v] *you* have provided *security* if *we* have required it [see clause 15.3 below]; and
- [vi] *you* have no outstanding debt relating to the supply of gas 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
- [vii] *you* have arranged for *us* to be provided with any notices and other information that *we* have requested; and

[viii] *you* have let *us* or the *network operator* [as applicable] have access to the *supply address* under clause 14.

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

15.2 Existing gas connection

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

- [a] adequate gas supply is available [at the required volume and pressure] 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 *you* let *us* or the *network operator* [as applicable] have access to the *supply address* under clause 14; 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 [1] *business day* or by another time agreed with *you*, where:

- [i] *you* have applied [in person, by telephone or in writing] before 3pm on the previous day; and
- [ii] *you* have provided *us* with acceptable identification; and
- [iii] if the *supply address* is a rental property, *you* have provided *us* with contact details of the property's owner or agent; and
- [iv] *you* have agreed to pay all relevant *prices* and *fees*; and
- [v] *you* have provided *us* with contact details for billing; and
- [vi] *you* have provided *security* if *we* have required it [see clause 15.3 below]; and
- [vii] *you* have no outstanding debt relating to the supply of gas 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
- [viii] *you* have arranged for *us* to be provided with any notices and other information that *we* have requested; and
- [ix] *you* have let *us* or the *network operator* [as applicable] have access to the *supply address* under clause 14.

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

We can ask *you* to pay for all gas used at the *supply address* since the final *meter* reading was taken [clause 16 explains when the final *meter* reading is taken].

If *we* don't do a final *meter* reading on the day the previous customer moved out, *we* will estimate how much gas *you* used and how much the previous customer used. *We* will try to share the cost of gas 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*.

15.3 Security

We can require *you* to provide *us* with adequate *security* against *your* future gas 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* gas has been turned off in accordance with clause 20.1, under the *contract* or a previous contract.

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

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

The amount of the *refundable advance* shall be no greater than 1.5 times the average bill if *you* are on quarterly billing, and 2.5 times the average bill if *you* are on monthly billing. Average billing shall be calculated with reference to the consumption of similar customers or business types.

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*]. Interest will accrue daily and will be capitalised every 90 days.

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

- [i] if *you* have failed to pay a bill resulting in gas being turned off at *your supply address*; or
- [ii] if *you* do not pay *your* final bill; or
- [iii] if *you* have failed to pay a bill but *we* agree to use the *refundable advance* to avoid the need to turn *your* gas off; or
- [iv] at *your* request if *you* are vacating the *supply address* or *you* ask *us* to turn gas off at the *supply address*; or
- [v] to offset any amount *you* owe *us* if *you* transfer to another gas 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 ten [10] *business days*.

Where *you* have provided a *refundable advance* as *security* in accordance with this clause and *you* have completed two [2] years of payment of *our* bills by the due date of the initial bill *we* will, within ten [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*.

16 MOVING OUT OF THE SUPPLY ADDRESS

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

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

We will take a final *meter* reading and then 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 gas supplied after the new customer becomes obliged to pay for gas.

If *we* don't read the *meter* on the day *you* move out, *we* will estimate as per clause 5 how much gas *you* used and how much the next customer used. *We* will try to share the cost of gas between *you* and the next customer:

- [i] so that *you* and the next customer each pay a fair share; and
- [ii] so that *we* don't overcharge or undercharge *you*.

If *you* give *us* at least three [3] *business days* notice before *you* move out, *we* will not ask *you* to pay for gas supplied after the day *you* move out.

If *you* don't give *us* at least three [3] *business days* notice before *you* move out, *we* can ask *you* to pay for gas used at the *supply address* for up to five [5] *days* after *you* have notified *us* that *you* have moved out. If *you* are forced to move out [for example, by eviction] with less than three [3] *business days* notice, and *you* let *us* know immediately, *we* will not ask *you* to pay for gas used at the *supply address* beyond the period of notice *you* were given.

17 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.

Otherwise, 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.

18 IF THINGS HAPPEN BEYOND OUR CONTROL

If something beyond *our* control happens which makes *us* breach the *contract*, *you* must excuse that breach for as long as the thing beyond *our* control lasts.

Because we don't operate the gas distribution network [clause 30 explains this further], one of the things which can happen beyond our control is that the *network operator* doesn't transport gas. We will use our contract with the *network operator* to try to make sure that this does not happen.

19 WE CAN CHANGE THESE TERMS AND CONDITIONS

19.1 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 the *relevant regulations*].

We will *publish* the changed terms and conditions and the date from which the change commences [see clause 32.2 about how we *publish* things]. The terms and conditions will change on the *published date*.

19.2 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 24 explains how to do that.

20 WHEN YOUR GAS CAN BE TURNED OFF, AND WHEN IT WILL BE TURNED ON AGAIN

20.1 Unpaid bills

We can turn off your gas or arrange for the *network operator* to turn off your gas if:

- [a] you haven't paid your bill for this *supply address* [or any previous address] in full by the due date shown on the bill; or
 - [b] we haven't agreed to an alternative payment plan for the amount you owe us; or
 - [c] we have agreed to an alternative payment plan for the amount you owe us but you don't keep to that plan.
- Your gas cannot be turned off if the unpaid amount of your bill:
- [d] is for our supplying or installing an appliance; or
 - [e] is less than your average bill over the past 12 months and you have agreed with us to repay the amount; or
 - [f] doesn't relate to the supply of gas but relates to some other good or service.

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

- [g] give you [in writing]:
 - [i] a "reminder notice" at least 14 *business days* after the date the bill was issued, advising that payment is overdue and requiring you to pay by a specified date [which will be at least 20 *business days* after the date the bill was issued]; and
 - [ii] if you then fail to pay by the date specified in the reminder notice, a "disconnection warning notice" at least 22 *business days* after the date the bill is issued, requiring you to pay by a specified date [which will be at least ten [10]

business days after the date of the disconnection warning notice]; and

- [h] do our best to contact you [in person, by telephone, by electronic means or in writing]; and
- [i] if you are paying the residential *price*:
 - [i] offer you an alternative payment plan; and
 - [ii] give you information about concessions available to you; and
- [j] if you are not paying the residential *price*, offer you terms for an extension of time to pay beyond the original due date shown in the bill [which may include payment of interest]; and

We will not turn off your gas [or arrange for the *network operator* to turn off your gas] unless you have not accepted an offer under clauses 20.1[i][i] or [j], or you accept an offer but don't take any reasonable action towards settling the debt within the time specified in the offer.

We will comply with the *customer service code* when we turn off your gas or arrange for the *network operator* to turn off your gas.

We can charge you a fee for turning off [or arranging for the *network operator* to turn off] your gas.

If your gas is turned off for this reason and you either pay the amount due or agree to an alternative payment plan within ten [10] *business days* after your gas is turned off, we will turn your gas back on or arrange for the *network operator* to turn your gas back on.

Otherwise, we will turn your gas on or arrange for the *network operator* to turn your gas back on again when you pay the bill in full or agree to an alternative payment plan.

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

20.2 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 turn off your gas or arrange for the *network operator* to turn off your gas. Before your gas is turned off for this reason:

- [a] we or the *network operator* will try to access the *meter* on at least three [3] consecutive *meter* readings; and
- [b] we will give you a written notice each time we or the *network operator* can't get access; and
- [c] we will give you a chance to give us or the *network operator* access by some other reasonable means; and
- [d] we will try to contact you personally, by telephone or in writing; and
- [e] we will give you a written disconnection notice five [5] *business days* before your gas is actually turned off.

We can charge you a fee for turning off your gas or arranging for the *network operator* to turn it off.

If *your* gas is turned off for this reason and *you* provide access to the *meter* within ten [10] *business days* after *your* gas is turned off, we will turn *your* gas back on or arrange for the *network operator* to turn *your* gas back on. We can charge *you* a *fee* for turning *your* gas back on [or for arranging for the *network operator* to turn *your* gas back on].

20.3 Emergencies

We can always turn off *your* gas or arrange for the *network operator* to turn off *your* gas 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 gas supply is likely to be restored by contacting the 24 hour emergency line.

We will try to turn *your* gas on or arrange for the *network operator* to turn *your* gas on again as soon as possible [and in any case, within 20 *business days* after the situation has been rectified].

Nothing in the *contract* limits *our* statutory powers in relation to emergencies and safety.

20.4 Health or safety reasons

We can always turn off *your* gas or arrange for the *network operator* to turn off *your* gas for other health or safety reasons, but before *your* gas is turned off for this reason:

- [a] we will give *you* a written notice explaining what the health or safety problem is; and
- [b] where we think it possible, we will give *you* five [5] *business days* to fix the problem, if we think it is a problem *you* can fix; and
- [c] where we think it possible, we will give *you* a written notice of disconnection a further five [5] *business days* before *your* gas is actually turned off.

We can charge *you* a *fee* for turning off [or arranging for the *network operator* to turn off] *your* gas if the problem is *your* fault or is in *your* *equipment*.

If we or the *network operator* have turned *your* gas off, after we are satisfied that *you* have fixed the problem, we will try to turn *your* gas on or arrange for the *network operator* to turn *your* gas on again as soon as possible [and in any case, within 20 *business days* after the situation has been rectified].

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

20.5 Legal requirement

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas 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 gas or stop using gas, *you* must do as we ask.

We will only ask *you* to use less gas or stop using gas 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 turn on *your* gas or arrange for the *network operator* to turn *your* gas on again as soon as possible.

20.6 Planned maintenance

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas when it is necessary for the *network operator's* work on the gas network. Subject to any *relevant regulations*, we will give *you* at least four [4] days notice.

We will do *our* best to turn *your* gas on again or arrange for the *network operator* to turn *your* gas on as soon as possible [and in any case within 20 *business days* after the situation that caused *your* gas to be turned off has been rectified].

20.7 Unauthorised use of gas

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas:

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

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

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

If we or the *network operator* turn off *your* gas for this reason and *you* stop obtaining *your* gas in the unauthorised way and pay all amounts owing within ten [10] *business days* after *your* gas is turned off, we will turn *your* gas back on or arrange for the *network operator* to turn *your* gas back on.

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

If we think *you* have used gas 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.

20.8 Refundable advance

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas if *you* haven't paid *your refundable advance* or provided any other *security* as required under clause 15.3. Before *your* gas is turned off for this reason, we will give *you* a written disconnection notice five [5] *business days* before *your* gas is actually turned off.

If *you* pay the *refundable advance* within ten [10] *business days* after we turn *your* gas off, we will turn *your* gas back on.

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

21 WHEN YOUR GAS CANNOT BE TURNED OFF

Your gas cannot be turned off:

- [a] where *you* have provided *us* with a written statement from a *medical practitioner* that continued supply of gas is necessary to protect the health of a person living at the *supply address* and *you* have entered into arrangements acceptable to *us* in relation to payment for gas; or
- [b] where *you* have agreed to an alternative payment plan under clause 20 and *you* have not deviated from this plan; or
- [c] if *you* have made a complaint, directly related to the reason for *your* gas being turned off, to the gas industry ombudsman, and the complaint remains unresolved; or
- [d] if *you* have made an application for a Government concession or grant and the application has not been decided; or
- [e] where the unpaid amount in *your* bill doesn't relate to the supply of gas but relates to some other good or service; or
- [f] after 3pm on a weekday, or on a Friday or the day before a public holiday or a weekend or public holiday [except where required for a planned interruption].

The above do not restrict clauses 20.3, 20.4, and 20.5. In addition, clauses 20.1 to 20.8 usually require *us* to do things before *your* gas can be turned off.

22 IF YOU HAVE BEEN DISCONNECTED, THE METER CAN BE REMOVED OR PHYSICALLY DISCONNECTED

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

The *fees* for turning off *your* gas and turning *your* gas 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* gas is turned off under clauses 20.3, 20.5 or 20.6 and *your meter* is unnecessarily removed or physically disconnected.

23 WHEN YOUR GAS WILL BE TURNED BACK ON

We will try to have *your* gas turned back on according to the deadlines in the following table:

If <i>you</i> ask <i>us</i> to turn <i>your</i> gas back on...	...then we will try to have <i>your</i> gas back on
before 3.00pm on a <i>business day</i>	on the same day
after 3.00pm on a <i>business day</i> , or on a day which is not a <i>business day</i>	on the next <i>business day</i>
after 3.00pm on a <i>business day</i> or on a day which is not a <i>business day</i> , and <i>you</i> pay <i>our fee</i> for turning <i>your</i> gas back on after-hours	on the same day

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

24 ENDING THE CONTRACT

24.1 You can end the contract

You can end the *contract* at any time, but [unless *you* transfer to another gas supplier under clause 24.3] *you* must give *us* at least three [3] *business days* notice of the day *you* want the *contract* to end.

If this *contract* is an *unsolicited consumer agreement* or has been entered into as a result of *door-to-door marketing*, then *you* can end the *contract* within the *cooling-off period* by giving *us* notice that *you* want the *contract* to end.

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

- [a] gas is not connected to the *supply address*; or
- [b] gas is connected to the *supply address*, but no gas is being supplied to the *supply address* by *us*; or
- [c] we are otherwise permitted by law to supply gas to *you* during the *cooling-off period*.

If *you* request *us* to supply *you* with gas during the *cooling-off period* but end the *contract* during the *cooling-off period*, *you* must pay *us* for any gas supplied. Clause 24.4 explains what happens when the *contract* ends.

[There are laws, including the Australian Consumer Law and *relevant regulations*, that may limit *our* ability to supply *you* gas during the *cooling-off period*, except in certain circumstances.]

24.2 We can end the contract

We can end the *contract*, or turn off *your* gas or arrange for the *network operator* to turn off *your* gas, 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 gas delivered to *your supply address* to be used at another supply address].

We can end the *contract* by writing to *you* saying the *contract* is ended. Clause 24.4 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 turn off *your* gas or arrange for the *network operator* to turn off *your* gas, under this clause, before *we* supply *you* gas again *we* can require *you* to give *us* a *refundable advance*. This *refundable advance* will be incorporated as a special condition to the *contract*.

24.2A When we cannot end the contract

Other than if *you* commit a substantial breach of the *contract* [for example, if *you* bypass *your meter* or allow gas delivered to *your supply address* to be used at another supply address], *we* will not end the *contract* if *you* commit a breach of the *contract* unless:

- [a] *we* have a right to disconnect supply under the *contract*, a written law, or a *relevant code*; and
- [b] *we* have disconnected supply to all *supply addresses* covered by the *contract*.

24.3 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 gas supplier, the *contract* ends when *you* have been transferred to the other gas supplier in accordance with the *retail market rules*.

If *your* gas is turned off under the *contract*, the *contract* won't end until *you* no longer have any right to have *your* gas turned back on under the *contract*, law or a *relevant code*.

24.4 What happens when the contract ends

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

- [a] turn off *your* gas or arrange for the *network operator* to turn off *your* gas; and
- [b] take [or 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 turning off *your* gas [or having the *network operator* turn off *your* gas], taking [or 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 gas 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.

25 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.

26 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.

27 DURATION

The *contract* will come into effect on the day *we* open *your* account at the *supply address*. Unless *you* or *us* end the *contract* earlier under clause 24, the *contract* will continue for a period of one [1] year from the day it came into effect. However, if one [1] year passes without either *you* or *us* ending the *contract* under clause 24, the *contract* will automatically be renewed for an additional one [1] year period, and so on, until either *you* or *us* ends the *contract* under clause 24.

28 CONFIDENTIALITY

We will:

- [a] keep *your* information confidential; and
- [b] only use *your* information for business purposes [for example, for debt collection purposes or to fully investigate complaints]; and
- [c] not pass on *your* information to anyone else, except where:
 - [d] *we* have *your* prior consent; or
 - [e] disclosure is required to comply with any accounting or stock exchange requirement [such information disclosed will, as far as possible, be in an aggregated form]; or
 - [f] disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration; or

- [g] the information is in the public domain other than by breach of this clause; or
- [h] we think *you* have used gas illegally, and where we may give any information we have, in relation to *your* illegal use, to the people set out in clause 20.7; or
- [i] *you* have not paid *your* gas bill, and we disclose information to a credit reporting agency, but we will not provide information about a default to a credit reporting agency if:
 - [i] *you* have made a complaint in good faith about the default and the complaint has not been resolved; or
 - [ii] *you* have requested us to review *your* gas bill and the review is not yet completed.

29 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 gas] 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:

- [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.

30 NETWORK OPERATOR

We supply gas, but don't own or operate the gas distribution network. The network is operated by the *network operator*, a separate company.

Where the *contract* refers to us or the *network operator* doing something [such as turning off *your* gas 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 *our* contract with the *network operator* obliges the *network operator* to do any things that these terms and conditions oblige us to do, but which in fact can only be done by the *network operator*. [For example, we promise in these terms and conditions that if *your* gas is turned off due to work on the network, we will turn on *your* gas [or arrange for the *network operator* to turn on *your* gas] as soon as possible,

but in fact this depends on how quickly the *network operator* completes the work.]

We will also try to make sure that when the *network operator* does things in *our* place under these terms and conditions, it complies with *relevant codes* and *relevant regulations* to the extent they apply.

31 SPECIAL CONDITIONS

Any special conditions which we agree with *you* can add to, or change, these terms and conditions. Nothing in the *contract* obliges *you* to agree to any special conditions.

32 INTERPRETATION

32.1 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

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

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

"cooling-off period" means:

- [a] if the *contract* was not negotiated by telephone - the period of 10 *business days* starting at the start of the first *business day* after the day on which the *contract* was made; or
- [b] if the *contract* was negotiated by telephone - the period of 10 *business days* starting at the start of the first *business day* after the day on which *you* were given the *contract*; and

"customer service code" means the Australian Gas Association's *Natural Gas Customer Service Code* [unless an alternative customer service code is approved by the *Economic Regulation Authority*, in accordance with *our trading licence*, in which case it means the approved code]; and

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

- [a] a *marketing representative* –
 - [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 *marketing representative* or some other marketing representative then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts; and

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

“fee” means a fee other than a standard *price*; and

“Gas Customer Code” means the *Compendium of Gas Customer Licence Obligations [Gas Customer Code]* [as amended from time to time] containing licence conditions made by the *Economic Regulation Authority* under section 11M[1] of the *Energy Coordination Act 1994 [WA]* and forming Schedule 2 of *our trading licence*; and

“Gas Marketing Code of Conduct” means the *Gas Marketing Code of Conduct* [as amended from time to time] approved by the *Economic Regulation Authority* under section 11ZPM of the *Energy Coordination Act 1994 [WA]*; and

“Gas Tariffs Regulations” means the *Energy Coordination [Gas Tariffs] Regulations 2000 [WA]* and the *Gas Corporation [Business Disposal] [Gas Tariffs] Regulations 2000 [WA]*; and

“heating value” has the meaning given to it in clause 4.1; and

“medical practitioner” means an individual who is registered as a medical practitioner under the *Medical Practitioners Act 2008 [WA]*; and

“marketing representative” has the meaning given to that term by the *Gas Customer Code*; and

“meter” means the equipment *we* have installed [or will install] at the *supply address* to measure the volume of gas *you* use [and includes the short lengths of gas pipe which protrude from the meter]; and

“network equipment” means the *meter* and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to *you*, before [upstream of] the point where gas leaves the *meter*; and

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

{Note: *The network operator* is called the ‘gas distribution operator’ in the *Energy Coordination Act 1994 [WA]* and other *relevant regulations*.}

“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

“price” means the charge for selling gas as determined from time to time and *published by us*, and can include a fixed component and a usage component; and

“publish” means to publish a thing in the ways set out in clause 32.2; 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

“relevant codes” means any codes and standards

applying to *our* supply of gas to *you* under the *contract* including [as at the date of the *contract*] the relevant provisions of the *customer service code*, the *Gas Customer Code*, the *Gas Marketing Code of Conduct* and the *Australian Standard on Complaints Handling [AS ISO 10002:2006]*; and

“relevant regulations” means any laws and regulations applying to *our* supply of gas to *you* under the *contract*, including [as at the date of the *contract*] the *Energy Coordination Act 1994 [WA]*, the *Energy Coordination [Customer Contracts] Regulations 2004 [WA]*, and the *Gas Tariffs Regulations*; and

“retail market rules” is defined in section 11ZOA of the *Energy Coordination Act 1994*; 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

“supply address” means the address to which gas will be supplied under the *contract*; and

“trading licence” means *our* trading licence under the *Energy Coordination Act 1994 [WA]*; and

“unit” is a measure of the amount of energy in gas, with one unit equalling 3.6 megajoules, which is the same energy as 1 kilowatt-hour or one unit of electricity; and

“unsolicited consumer agreement” has the meaning given to that term in the *Australian Consumer Law*; and

“we” and **“us”** means Alinta Sales Pty Ltd [ABN 92 089 531 984] of 12-14 The Esplanade, Perth, Western Australia, 6000, and includes *our* employees, subcontractors, agents and successors in title; and

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

“you” means the person to whom gas is [or will be] supplied under the *contract*; and

“your equipment” means all pipes and equipment used to transport, control or use gas after [downstream of] the point where gas leaves the *meter*.

32.2 How we publish things

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

- [a] advertise the thing in the *The West Australian* newspaper [except where the thing relates solely to the Kalgoorlie-Boulder area, in which case *we* will advertise the thing in the *Kalgoorlie Miner* newspaper]; and
- [b] place details of the thing on *our* website; and
- [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 33 and will appear on each bill.

32.3 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:

- [i] “do *our* best” means “use best endeavours”; and
- [ii] “try” means “use reasonable endeavours”; and
- [iii] “end”, in relation to the *contract*, means “terminate”; and
- [iv] “can” means there is a discretion as to whether the thing stated is done or not done; and
- [v] “will” and “must” both mean that the thing stated has to be done.

32.4 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 31, 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 or expressions, it is solely to indicate that those words or expressions may be defined in clause 32.1 or elsewhere, and in interpreting this *contract* the fact that italic typeface has or has not been applied to a word or expression is to be disregarded. This clause 32.4 does not limit the application of clause 32.1.

Examples

Examples do not limit the generality of a clause [including when the example is introduced by the word “**including**” or similar words].

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.

Notes

Where information in this *contract* is set out in braces [namely “{” and “}”], the information:

- [a] is provided for information only and does not form part of this *contract*; and
- [b] is to be disregarded in interpreting this *contract*.

32.5 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, 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*. *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 *we* will tell *you* how to find out what those rules are.

33 CONTACT DETAILS

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

Registered office address

168 Greenhill Road
PARKSIDE SA 5063

Business address

Level 1, 1 William Street
PERTH WA 6000

Postal address

Locked Bag 55
PERTH WA 6849

Telephone/facsimile/e-mail

Residential [WA] Monday to Friday 8.00am to 5.00pm
Telephone 13 13 58
Facsimile 08 9486 3346
E-mail customer.services@alinta.net.au

Business [WA] Monday to Friday 8.00am to 5.00pm
Telephone 13 13 58
Facsimile 08 9486 3951
E-mail energysales@alinta.net.au

Outside WA Monday to Friday 8.00am to 5.00pm [WST]
Telephone 1800 677 945
E-mail energysales@alinta.net.au

Overseas Monday to Friday 8.00am to 5.00pm
Telephone +61 8 9486 3000
E-mail customer.services@alinta.net.au

Emergencies [WA] 24 hours a day, 7 days a week
Telephone 13 13 52

Internet

<http://www.alinta.net.au>
Any changes to our contact details will be published.

ATTACHMENT

NOTICE IF THIS IS AN UNSOLICITED CONSUMER AGREEMENT

Your additional rights to cancel this agreement if this is an unsolicited consumer agreement

If this is an unsolicited consumer agreement, then in addition to your rights described in the agreement:

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

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

- [a] giving us a notice personally; or
- [b] giving us or sending us a notice, in an envelope addressed to:
Alinta Sales Pty Ltd,
Level 1, 1 William Street
Perth, WA, 6000; or
- [c] sending us an email to customer.services@alinta.net.au; or
- [d] sending us a fax to [08] 9486 3346,
- [e] saying that you would like to cancel the agreement.

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

Supplying goods or services during the cooling-off period

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

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

Section 82
Australian Consumer Law

**Cancellation notice –
Unsolicited consumer agreement**

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

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

Extended right to cancel this agreement

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

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

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

Supplier details [to be completed by the supplier]

Name: Alinta Sales Pty Ltd

Address: Level 1, 1 William Street, Perth, WA, 6000

Email address *[if any]*: _____

Fax number *[if any]*: _____

Details of goods or services supplied under the agreement:

Cost of goods or services: _____

Date of agreement: _____

Transaction number *[if any]*: _____

Section 82
Australian Consumer Law

Consumer details

Name of consumer: _____

Consumer's address: _____

I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer: _____

Date: _____

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



Alinta Sales Pty Ltd

ABN 92 089 531 984

Locked Bag 55 Perth WA 6849

T 13 13 58 F 08 9486 3346

customer.services@alinta.net.au

www.alinta.net.au