

ROTTNEST ISLAND AUTHORITY



Standard Form Contract

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

Contents

| | | |
|-----|---|----|
| 1 | Scope | 3 |
| | 1.1 The Code of Conduct | 3 |
| | 1.2 The contract | 3 |
| | 1.3 Definitions | 3 |
| 2 | Term | 4 |
| | 2.1 Date of effect | 4 |
| | 2.2 Duration of Contract | 4 |
| 3 | Contact details of the Rottnest Island Authority | 5 |
| 4 | Description of Goods and Services | 5 |
| 5 | Obligations of the Customer in relation to supply | 5 |
| 6 | Disconnection and Reconnection | 6 |
| | 6.1 Where disconnection may occur | 6 |
| | 6.2 Where disconnection will not occur | 7 |
| | 6.3 Reconnection | 7 |
| 7 | Fees and Charges | 7 |
| 8 | Billing | 8 |
| | 8.1 Billing Cycles | 8 |
| | 8.2 Contents of a bill | 8 |
| | 8.3 Pricing and consumption charges | 9 |
| | 8.4 Estimations | 9 |
| | 8.5 Payment date and methods | 9 |
| | 8.6 Review of Bill | 10 |
| | 8.7 New Customers | 10 |
| 9 | Security Deposits | 10 |
| 9.1 | Where Security Deposits Apply | 10 |
| 9.2 | Amount of Security Deposit | 11 |
| 9.3 | Managing Security Deposits | 11 |
| 10 | Termination | 11 |
| | 10.1 Termination by Rottnest Island Authority | 11 |
| | 10.2 Termination by customer | 12 |
| | 10.3 Termination procedure | 12 |
| 11 | Customer vacating the Supply Address | 12 |
| 12 | Matters beyond the Control of the Customer | 13 |
| 13 | Amendment of contract | 13 |
| 14 | Assignment | 14 |
| 15 | Customer Information | 14 |
| 16 | Payment difficulties and debt recovery | 14 |
| 17 | Dispute Resolution | 15 |
| | 17.1 Complaints procedure | 15 |
| | 17.2 Referral to Chief Executive Officer | 15 |
| | 17.3 Referral to Energy Ombudsman | 15 |
| 18 | Confidentiality | 15 |
| 19 | Service of Notices | 16 |
| 20 | Governing Law | 16 |
| 21 | Equipment ownership and responsibility | 16 |
| 22 | Meter testing | 17 |
| 23 | Access to supply address | 17 |
| 24 | Liability | 18 |
| 25 | Effect of invalid provisions | 19 |

1 Scope

1.1 The Code of Conduct

The Code of Conduct regulates the conduct of electricity retailers, network operators and electricity marketing agents. The Code of Conduct is designed to protect the interests of residential and small business users.

Matters covered by the Code of Conduct include electricity marketing, billing, connection, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters in remote communities, information and communication, dispute resolution, record keeping and compensation payments to customers for breaches of the Code of Conduct.

If the Customer consumes not more than 160 megawatt hours of electricity per annum, the Rottnest Island Authority will supply electricity under this contract in compliance with the Code of Conduct. Accordingly, where these terms and conditions deal with a subject matter that is covered by the Code of Conduct, then the Rottnest Island Authority will act consistently with the relevant provisions of the Code the Conduct.

The Customer can obtain more information about the Code of Conduct from us or the Economic Regulation Authority.

1.2 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 the Customer with electricity where the Rottnest Island Authority currently sells electricity or where an application to become a new customer is received.

1.3 Definitions

In these terms and conditions, unless the context otherwise requires:

- (a) '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).
- (b) 'Code of Conduct' means the Code of Conduct for the Supply of Electricity to Small Use Customers as amended from time to time under section 79 of the *Electricity Industry Act 2004* (WA).

- (c) 'Consumer' has the meaning given to that term in the Australian Consumer Law.
- (d) 'Customer' - in this contract refers to the customer as identified in the Application form.
- (e) 'Rottnest Island Authority' - in this contract refers to the Rottnest Island Authority as constituted under the *Rottnest Island Authority Act 1987* (WA), including the Board of Directors and employees, its agents and subcontractors, where applicable.

2 Term

2.1 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.

2.2 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: Works & 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 service to be provided under the terms of this contract is the supply of electricity to the Customer's property.

The service is provided by the Rottnest Island Authority and its sub-contractors.

Due to the nature of service, and the plant and equipment used to generate and distribute the electricity supplied, the electricity supplied to you:

- (a) may not be free from interruptions, fluctuations and surges;
- (b) may fluctuate in quality from time to time; and
- (c) may not suit the Customer's particular needs if (for example, the service may not be suitable for a Customer with goods or equipment that require a continuous electricity supply free from interruptions, fluctuations or surges in supply or fluctuations in quality).

The Rottnest Island Authority recommends that the Customer protect and insure its property against unexpected fluctuations, interruptions or surges 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

6.1 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 service 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 5 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.

6.2 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.

6.3 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.

If the reconnection is required because the Customer was disconnected under clause 6.1(1) or 6.1(2), then a fee will apply 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 charge for the supply of electricity 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.

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; and
- (t) 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.

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; or
- (f) by direct debit.

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 request for a review of the bill within 10 business days and shall address the request for a review of the bill within 20 business days.

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

- 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.

If the Customer has overpaid an account, the Rottnest Island Authority will refund the money to the Customer.

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

If the Customer either did not pay an account, or has underpaid an account, as a result of an error made by the Rottnest Island Authority, then 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 amount of the security deposit 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 the 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.

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.

10 Termination

10.1 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.

10.2 Termination by customer

The Customer may terminate this contract at any time by providing written notice to the Rottnest Island Authority, not less than 3 business days before the day on which the Customer wants the contract to end, which advises a termination date.

10.3 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 5 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; and
- is not caused by, and does not result in, a breach of a consumer guarantee that applies to the supply of electricity under the Australian Consumer Law,

then the Customer and Rottnest Island Authority 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.

The initial principle applied to funding responsibility will be:

- a) 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.
- b) For electrical work within the supply address – the Customer will 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 *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;
- 2) 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;

- 3) A copy of the Electricity Fees and Charges Schedule – available from the Contracts Services office, Rottnest Island – free of charge;
- 4) Information about energy efficiency;
- 5) Billing data – see Clause 8; and
- 6) Contact details for obtaining information about government assistance programs or financial counselling services.

16 Payment difficulties and debt recovery

The Rottnest Island Authority can make special financial arrangements to assist a Customer if it experiences hardship in the payment of its 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*; and
- *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 will repair the connection as soon as practicable.

Other repairs will be done by the arranged date.

All electrical installations, equipment and appliances (limited to electrical installations, equipment and appliances necessary for, or which facilitate, the supply of electricity under this Contract) within the supply address premises which are fixed to the premises shall become the property of the Rottnest Island Authority in the case of termination of the Customer's supply.

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 five (5) 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

24.1 Events outside the Rottnest Island Authority's control

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.

24.2 Limitation on Liability in Certain Circumstances

Under the Australian Consumer Law, consumer guarantees may apply to the supply of electricity to the Customer under this contract. These guarantees cannot be excluded or modified by any provision of this contract.

Except where the Customer is a consumer and to the extent that a consumer guarantee applies:

- a) the Rottnest Island Authority does not guarantee that the electricity supplied will be of any particular quality or that it will be free from surges or that the Customer will obtain a continuous supply of electricity without interruptions; and
- b) the Rottnest Island Authority will not be liable to the Customer for:
 - i) any loss or damage; or
 - ii) business interruption loss; or
 - iii) lost profits; or
 - iv) loss of an opportunity; or
 - v) the Customer's liability to other people under contracts or otherwise, arising from or in connection with any interruption in the electricity supply any surge in electricity supply or the Rottnest Island Authority failing to supply electricity meeting any particular quality.

Without limiting this clause 24.2:

- c) subject to 24.2(d) below, the Rottnest Island Authority will not be liable to the Customer for:
 - i) any loss or damage; or
 - ii) business interruption loss; or
 - iii) lost profits; or
 - iv) loss of an opportunity; or
 - i) the Customer's liability to other people under contracts or otherwise, arising from or in connection the Rottnest Island Authority's breach of contract, breach of statutory duty, negligence or otherwise; and

- d) if the Customer is an individual who has acquired electricity under this contract wholly or predominantly for the purpose of personal, domestic or household use or consumption, then the Rottnest Island Authority will be liable to the Customer for loss or damage directly arising from the Rottnest Island Authority's breach of contract, breach of statutory duty or negligence, but excluding any loss or damage to the extent that the loss or damage is:
- i) business interruption loss; or
 - ii) lost profits; or
 - iii) loss of an opportunity; or
 - iv) the Customer's liability to other people under contracts or otherwise.

24.3 Limitation in Relation to Consumer Guarantees

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

- a) any rights or recovery or to compensation you may have under the Australian Consumer Law; or
- b) any condition, warranty or guarantee that we are prohibited by law from excluding, restricting or modifying.

All other conditions, warranties and guarantees, whether or not implied by law are excluded.

Where any electricity supplied under this contract is not a good of a kind ordinarily purchased for personal, domestic or household use, the Rottnest Island Authority's liability for breach of any consumer guarantees applicable to the supply of electricity under the Australian Consumer Law to the extent that is permitted by law is limited to any one of the following determined by the Rottnest Island Authority:

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

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: _____
