

# Electricity Supply

## Standard Form Contract Terms and Conditions

Wesfarmers Kleenheat Gas Pty Ltd trading as Kleenheat

ABN 40 008 679 543

Address: Campus Drive (off Murdoch Drive), Murdoch WA 6150

Fax: (08) 9312 9833

Email: electricity@kleenheat.com.au

The following notice applies if this is an **Unsolicited Consumer Agreement** as defined in the **Australian Consumer Law** (for more information on what constitutes an unsolicited consumer agreement, refer to [www.accc.gov.au](http://www.accc.gov.au) or contact the Australian Competition and Consumer Commission).

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

#### Important Notice to the Consumer

**You** have a right to cancel this agreement within ten **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.

Signed by **You** or for and on behalf of **You** by **Your** duly authorised representative:

Sign \_\_\_\_\_

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

Date \_\_\_\_\_

Signed or and on behalf of **Kleenheat** by its duly authorised agent:

Sign \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

I, \_\_\_\_\_ :

- (a) apply to **Kleenheat** for the supply of **Electricity** to the **Supply Address** on the terms and conditions contained in this **Standard Form Contract**;
- (b) acknowledge receipt of the Code of Conduct for the Supply of **Electricity** to Small use Customers in force at the date I signed this **Standard Form Contract** and **Australian Consumer Law** information outlining the various rights and obligations of **Kleenheat** and I; and
- (c) subject to Attachment A, request the supply of **Electricity** during the **Cooling-off Period**:  (tick if required)

## Cooling-off Period

In addition to **Your** rights under the **Contract**, **You** can end the **Contract** by giving **Us** notice that **You** want the **Contract** to end during the following period:

- (a) if the **Contract** was not negotiated by telephone – the period of 10 **Business Days** starting at the start of the first **Business Day** after the day on which the **Contract** was made; or
- (b) if the **Contract** was negotiated by telephone – the period of 10 **Business Days** starting at the start of the first **Business Day** after the day on which **You** were given the **Contract**; or
- (c) if there has been a breach of sections 73, 74, or 75 of the **Australian Consumer Law** – the period of 3 months starting at the start of the first **Business Day** after the day on which the **Contract** was made or, if the **Contract** was negotiated by telephone, given to **You**; or
- (d) 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** – the period of 6 months starting at the start of the first **Business Day** after the day on which the **Contract** was made or, if the **Contract** was negotiated by telephone, given to **You**.

(the **Cooling-off Period**).

**We** will not supply **You** with **Electricity** during the **Cooling-off Period**, unless **You** ask **Us** to do so and either:

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

If, at **Your** request, **We** supply **You** with **Electricity** during the **Cooling-off Period** and **You** end the **Contract** during the **Cooling-off Period**, **We** may charge **You** for any **Electricity** and services supplied to **You** during the **Cooling-off Period**.

## ATTACHMENT A

The following notice applies if this is an **Unsolicited Consumer Agreement** as defined in the **Australian Consumer Law** (for more information on what constitutes an **Unsolicited Consumer Agreement**, refer to [www.accc.gov.au](http://www.accc.gov.au) or contact the Australian Competition and Consumer Commission).

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

#### Your additional rights to cancel this Contract

In addition to **Your** rights described in the **Contract**:

- (a) **You** have the right to cancel this **Contract** at any time within 10 **Business Days** from and including the day after the **Contract** was made, if the **Contract** was not negotiated by telephone, or **You** were given this **Contract**, if the **Contract** was negotiated by telephone.
- (b) **You** also have the right to cancel this **Contract** at any time within 3 months from and including the day after the **Contract** was made, if the **Contract** was not negotiated by telephone, or **You** were given this **Contract**, if the **Contract** was negotiated by telephone 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 the right to cancel this **Contract** at any time within 6 months from and including the day after the **Contract** was made, if the **Contract** was not negotiated by telephone, or **You** were given this **Contract**, if the **Contract** was negotiated by telephone, 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 **Contract** by telling **Us** over the telephone or in person that **You** would like to cancel the **Contract** or by:

- giving **Us** a notice personally; or
- giving **Us** or sending **Us** a notice, in an envelope addressed to:  
Wesfarmers Kleenheat Gas Pty Ltd trading as Kleenheat  
Campus Drive (off Murdoch Drive)  
Murdoch WA 6150
- sending **Us** an email to, [electricity@kleenheat.com.au](mailto:electricity@kleenheat.com.au); or
- sending **Us** a fax to (08) 9312 9833,

saying that **You** would like to cancel the **Contract**.

**You** may Use the notice attached as **Attachment B** to this **Contract**, or alternatively, **You** may write a letter, send an email to **Us**, or notify **Us** orally to let **Us** know **You** would like to cancel the **Contract**.

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

**We** are not allowed to supply **You** with **Electricity** or accept or ask for any payment for **Electricity** at any time within 10 **Business Days** from and including the day after the **Contract** was made or **You** received this **Contract**, unless:

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

## ATTACHMENT B

### Section 82

#### Australian Consumer Law

#### Cancellation notice — Unsolicited Consumer Agreement

#### Right to cancel this Contract within 10 Business Day Cooling-off Period

**You** have a right to cancel this **Contract** without any reason within 10 **Business Days** from and including the day after **You** signed or received this **Contract**.

#### Extended right to cancel this Contract

If **We** have not complied with the law in relation to **Unsolicited Consumer Agreements**, **You** also have a right to cancel this **Contract** by contacting **Us**, either orally or in writing. **Refer to the information attached to this Contract**. **You** may have up to 6 months to cancel this **Contract** in certain circumstances.

To cancel this **Contract** in writing, complete this notice and **send it to Us**.

Alternatively, **You** may write a letter or send an email to **Us**.

#### Our details (to be completed by Us):

Name	Wesfarmers Kleenheat Gas Pty Ltd trading as Kleenheat
Address	Campus Drive (off Murdoch Drive), Murdoch WA 6150
Email address	electricity@kleenheat.com.au
Fax number	
Details of goods or services supplied under this Contract	
Cost of goods or services	
Date of Contract	
Transaction number (if any)	

#### Your details:

Name \_\_\_\_\_

Supply Address \_\_\_\_\_

#### I WISH TO CANCEL THIS AGREEMENT

Signed by the **Customer** \_\_\_\_\_

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

Date \_\_\_\_\_

**Note:** **You** must either return to **Us** any goods supplied under the **Contract** or arrange for the goods to be collected.

If **We** do not collect the goods within 30 days, the goods become **Your** property.

# CUSTOMER SCHEDULE

## Your Details

Title: \_\_\_\_\_

Family Name: \_\_\_\_\_

Given names \_\_\_\_\_

Position (if applicable): \_\_\_\_\_

Postal address: \_\_\_\_\_

Suburb and Postcode: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

## Your Business Details (if applicable)

Registered Business or Company Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

ABN: \_\_\_\_\_ ACN (if applicable): \_\_\_\_\_

Entity Type:  Company  Partnership  Sole Trader  Trust  Other

## Connection details

Unit no.: \_\_\_\_\_

Lot/House no: \_\_\_\_\_

Street: \_\_\_\_\_

Suburb and Postcode: \_\_\_\_\_

Date connection required: \_\_\_\_\_

## Pricing details

Note: The **Price** and **Fees** payable by **You** under this **Contract** are subject to change in accordance with clause 3. **You** may terminate this **Contract** in accordance with clause 22 if **You** do not agree to the changes to the **Price** and **Fees** payable by **You**.

Price Type:  Residential  Non-Residential

The **Price** payable by **You** is \$ \_\_\_\_\_

[insert price including fixed and variable charge].

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### Use of bold typeface

Bold typeface has been applied to some words or expressions to indicate that those words or expressions are defined in clause 40 or elsewhere. In interpreting this Contract the fact that bold typeface has or has not been applied to a word or expression is to be disregarded.

## 1 THIS STANDARD FORM CONTRACT

This **Standard Form Contract** is a legally binding **Contract** for the sale of **Electricity** at the **Supply Address** by **Us** and the payment for that **Electricity** and other services by **You**.

## 2 ELECTRICITY AND SERVICES WE WILL PROVIDE

Under this **Contract**, **We** will:

- (a) arrange for connection of the **Supply Address** to the **Network**;
- (b) supply **Electricity** to the **Supply Address** at the **Delivery Point**;
- (c) arrange for the provision and maintenance of the **Meter** and associated equipment; and
- (d) provide or arrange the associated services set out in this **Contract** from time to time, including testing of the **Meter** in accordance with the requirements of law, disconnection and reconnection.

These services will be provided to **You** on the terms and conditions provided in this **Contract** and **We** will comply with the **Relevant Regulations** and the **Relevant Codes**.

However, **We** do not guarantee that **Electricity** will be supplied to **You** without interruption.

## 3 PRICE AND FEES

**You** must pay **Us**:

- (a) the **Price** for all **Electricity** supplied to the **Supply Address**; and
- (b) all **Fees** payable for all other services provided by **Us**.

### 3.1 Price

The initial **Price** is set out in the **Customer Schedule**. It may be amended in accordance with clause 3.3. **You** must pay the **Price**.

The two types of **Price** that are applicable under this **Contract** are:

- (a) residential, if **You** are a **Residential Customer**; and
- (b) non-residential, if **You** are a **Business Customer**.

### 3.2 Fees

**Fees** can be charged for the following, in addition to the **Price**:

- (a) account application;
- (b) overdue notices [see clause 5.3];
- (c) turning off the **Electricity** in certain circumstances [see clause 20];
- (d) turning the **Electricity** back on in certain circumstances [see clause 21];
- (e) removing or disconnecting the **Meter** [see clause 20.1];
- (f) replacing or reconnecting the **Meter** [see clause 21.3];
- (g) final **Meter** readings [see clause 17.4];
- (h) **Meter** testing [see clause 13]; and
- (i) various other non-standard connection costs.

Other **Fees** may also apply. **We** will publish Fees on **Our Website** or by notice to **You**.

### 3.3 Changing the Price and the Fees

**We** can change the **Price** or any **Fee**, and add new **Fees** or remove **Fees** from time to time.

**We** will notify **You** of any variation to the **Price** or any **Fees** payable by **You**. If **You** are affected by the variation, **We** will give **You** notice as soon as practicable, and in any event, no later than the next **Bill** in **Your Billing Period**.



## 4 GST

**You** must pay any goods and services tax payable on any supply made under this **Contract**.

## 5 BILLS

### 5.1 Billing

**We** will issue a **Bill** no more than once a month and at least once every three months to **You** except where permitted by the **Code**, the **Retail Licence** or where **You** have given **Verifiable Consent** to a shorter **Billing Period** or **Verifiable Consent** to a longer **Billing Period**. Such **Bills** will include information required to be included by the **Code** and any other information **We** deem relevant.

**We** will bill **You** as required by the **Relevant Codes** where a **Type 7** connection point exists.

### 5.2 Other Goods and Services

If **We** provide goods or services in addition to those listed in clause 2, **We** may Bill those goods or services separately. If **We** choose not to Bill separately, unless **We** have agreed to different terms and conditions with **You**, **We** shall:

- (a) include the charges for such goods and services as separate items in **Your** Bills, together with a description of these goods and services;
- (b) apply payments received from **You** as directed by **You**; and
- (c) if **You** do not direct how the payment is to be allocated, **We** shall apply it:
  - (1) unless clause 5.2(c)(2) applies, to the charges referred to in clauses 3.1 and 3.2 above before applying any portion of it to such goods or services; or
  - (2) if such goods or services include gas, to the charges referred to in clauses 3.1 and 3.2 above and the charges for gas in equal proportion before applying any portion of it to any other such goods or services.

### 5.3 Failure to Pay

If **You** fail to pay the total amount of **Your Bill** by the due date, **We** will be entitled to:

- (a) charge interest on the amount that has not been paid, at the **Interest Rate**;
- (b) disconnect supply in accordance with clause 20 and charge a disconnection **Fee**;
- (c) charge **You** a **Fee** for each overdue notice sent to **You** unless prohibited by the **Code**; and
- (d) charge a reconnection **Fee** if the supply of **Electricity** to **You** is disconnected due to a default by **You** under this **Contract** and that default is remedied by **You**.

**We** may also shorten **Your Billing Period** in accordance with the **Code**.

### 5.4 Reviewing Your Bill

- (a) If **You** have a query about **Your Bill** and **You** ask **Us** to review the **Bill**, then **We** will review it.
- (b) In the meantime, **You** must pay to **Us** the balance of the **Bill** that is not being queried or an amount equal to the average amount of **Your Bills** over the previous 12 months (excluding the **Bill** that **You** are querying), whichever is less. If **You** have any other **Bills** that are due, then **You** must also pay those **Bills** by the due dates.

### 5.5 Overcharging, Undercharging and Adjustments

- (a) If **We** overcharge **You** as a result of an error, defect or default for which **We** or the **Network Operator** is responsible (including where a **Meter** has been found to be defective) then:
  - (1) **We** will use our best endeavours to tell **You** within ten **Business Days** after becoming aware of the error, defect or default and give a correcting refund (without interest); and
  - (2) **You** can choose whether the correcting refund is a credit to the account or a payment directly to **You** (except where the amount of a correcting refund is less than \$75, in which case **We** will automatically credit the amount to the account).
- (b) If **We** undercharge **You** as a result of an error, defect or default for which **We** or the **Network Operator** is responsible (including where a **Meter** has been found to be defective) then:
  - (1) the correcting payment will only relate to errors in the 12 months prior to the date on which **We** notified **You** that the undercharging had occurred; and
  - (2) **We** will notify **You** of the amount together with an explanation of that amount; and
  - (3) **We** will not charge interest or a late payment fee on the correcting payment.

- (c) If **We** propose to recover an amount of an **Adjustment** which does not arise due to any act or omission of which **You** are responsible (including where a **Meter** has been found to be defective) then:
- (1) the correcting payment will only relate to errors in the 12 months prior to the date on which the **Meter** was read on the basis of Our estimate of the amount of the **Adjustment** for the 12 month period taking into account any **Meter** readings and relevant seasonal and other factors agreed with **You**; and
  - (2) **We** will notify **You** of the amount together with an explanation of that amount; and
  - (3) **We** will not charge interest or a late payment fee on the correcting payment.
- (d) **You** can choose to pay the correcting payment by instalments. **We** will not charge interest on the instalments.

## 5.6 Difficulties in Paying

If **You** are a **Residential Customer** and notify **Us** that **You** are experiencing difficulties in paying a **Bill** or **You** require payment assistance, **We** will, within 3 **Business Days**, assess whether **You** are experiencing payment difficulties or financial hardship under the **Code**, and advise **You** of the details and outcome of the assessment on request.

If **You** are experiencing payment difficulties or financial hardship, **We** will offer **You** additional time to pay the **Bill**, instalment payment options, the right to have a **Bill** redirected to a third person, provide **You** with information about and referral to Government assistance programs and information on independent financial counselling services in accordance with the **Code**.

If **You** are a **Business Customer** and notify **Us** that **You** are experiencing difficulties in paying a **Bill** or **You** require payment assistance, **We** may offer **You** alternative payment arrangements which give **You** additional time to pay the **Bill** or amounts owing to **Us**.

## 5.7 Debt Collection

**We** will provide **You** with a **Bill** after the end of each **Billing Period**. **You** must pay each **Bill** by the due date specified on the **Bill**. Subject to any rights under the **Code**, if **You** fail to pay a **Bill** by the due date **We** reserve the right to refer the **Bill** to a debt collection agency or solicitor for recovery. **We** will not commence proceedings for recovery of a debt if **You** are assessed as experiencing payment difficulties or financial hardship. All reasonable costs, expenses and disbursements incurred by **Us** (including debt collection agency fees and legal costs) will be payable by **You** on demand.

## 5.8 Billing Data

If **You** request and the data is available, **We** shall provide to **You**, free of charge, **Your** historical billing data for the previous two years. Where **You** request historical billing data beyond the previous two years, **We** may impose a reasonable charge for providing the data to recover the direct costs of providing the information.

## 6 BASIS OF A BILL

**We** shall:

- (a) base **Your Bill** on a reading of the **Meter** at the **Supply Address**; and
- (b) Use **Our** best endeavours to ensure that a reading of the **Meter** at the **Supply Address** is obtained as frequently as required to meet **Our** obligations under the **Code**.

## 7 ESTIMATED ACCOUNTS

If **We** have based **Your Bill** on an estimate of **Electricity** consumption, **We** will advise **You** of the basis and the reasons for the estimation.

Where **We** have provided **You** with an estimated **Bill** and **Meter** data subsequently becomes available, **We** will adjust **Your** next **Bill** in accordance with the **Meter** reading.

Where **We** have provided **You** with an estimated **Bill** and the **Meter** is subsequently read, **We** shall include an **Adjustment** on the next **Bill** in accordance with the **Meter** reading unless the estimated **Bill** was used to finalise **Your** account.

If **You** have denied access to **Us** for the purposes of reading the **Meter** at the **Supply Address** and subsequently request **Us** to replace an estimated **Bill** with a **Bill** based on a reading of the **Meter**, provided **You** allow access to the **Meter**, **We** shall comply with the request and may impose a reasonable charge for doing so.

## 8 METHODS OF PAYMENT

Unless otherwise permitted by this **Contract** or agreed by **Us**, **You** must pay **Us** the full amount of the **Bill** by the due date. The **Bill** will show the options available for payment, which include:

- (a) paying in person;
- (b) paying by mail;
- (c) paying electronically by means of BPay or credit card;
- (d) paying by telephone by means of credit card; and
- (e) (if **You** are a **Residential Customer**) paying by Centrepay.

If **You** will be absent for a long period (e.g. on holiday or due to an illness) and are unable to arrange payment by one of the above methods, **We** will also offer payment in advance facilities and redirection of **Your Bill** as requested by **You**.

**We** may also offer instalment plans or other payment options generally, or as an alternative to **You** paying a **Refundable Advance**. **We** will consult with **You** as to the details of any instalment plan, in accordance with the **Code**.

**We** will not offer an instalment plan if **You** have, in the previous 12 months, had two instalment plans cancelled due to non-payment. In that case, **We** will only offer another instalment plan if **You** provide reasonable assurance to **Us** that **You** will comply with the plan.

## 9 SECURITY

### 9.1 Security may be required

Adequate **Security** may be required against future **Bills** before connection or continuation of supply. **Security** will only be required when:

- (a) **You** are new to the **Supply Address** and do not have an established payment record; or
- (b) **You** are new to the **Supply Address** and do not have an acceptable credit rating; or
- (c) the **Electricity** has been disconnected in accordance with clause 20.2, under this **Contract** or a previous **Contract**.

### 9.2 Form of Security

The **Security** required is:

- (a) a direct debit deduction authority for **Us** to deduct payment for **Bills** from **Your** nominated credit card or bank account;
- (b) a bank guarantee; or
- (c) a **Refundable Advance**.

If **You** have provided **Us** with a bank guarantee that **We** consider is sufficient to safeguard **Our** financial interest, **We** must not require **You** to provide **Us** with a **Refundable Advance**.

### 9.3 Details of Security

- (a) The amount of the **Refundable Advance** shall be no greater than 1.5 times the average **Bill** in the case of quarterly billing, and 2 times the average **Bill** if **You** receive **Your Bill** every 2 months or less. An average **Bill** shall be based on **Your** billing history taken over the 3 preceding **Billing Periods** or, if not available, the consumption of similar business types or **Residential Customers**.
- (b) If **You** are new to the **Supply Address**, or it is anticipated on reasonable grounds that **Your** consumption will be substantially increased, or where **Your Billing Period** has been of varying duration, the amount of the **Refundable Advance** will be determined by **Us** having regard to clause 9.3(a) unless or until clause 9.3(a) becomes applicable.
- (c) Where a **Refundable Advance** is given in excess of the amount required, or **We** consider that it is no longer appropriate for the purpose for which it was required, **We** will re-assess whether a **Refundable Advance** is required for that purpose and the amount required (as applicable) and the **Refundable Advance** will be modified accordingly.
- (d) The **Refundable Advance** will be kept in a separate trust account and separately identified in our accounting records. **We** will pay **You** interest on the **Refundable Advance** at the **Bank Bill Rate**, accrued daily and capitalised every 90 days unless paid. **We** will advise **You** of the **Bank Bill Rate** on request.
- (e) **We** will only use the **Refundable Advance** plus any accrued interest to offset any amount owed to **Us**:
  - (1) if the **Bill** has not been paid, resulting in **Electricity** being disconnected at **Your Supply Address**; or
  - (2) if the final **Bill** is not paid; or
  - (3) if the **Bill** has not been paid but **We** agree to use the **Refundable Advance** to avoid the need to disconnect the **Electricity** supply; or
  - (4) at **Your** request, if **You** are vacating the **Supply Address** or ask **Us** to disconnect the **Electricity** at the **Supply Address**; or
  - (5) to offset any amount owed to **Us** if **You** transfer to another **Electricity** supplier.
- (f) 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 **Business Days**.
- (g) Where **You** have provided a **Refundable Advance** as **Security** in accordance with this clause and **You** have completed two years of payment of **Bills** by the due date of the initial **Bill**, **We** will, within ten **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**.

## 10 NETWORK EQUIPMENT

### 10.1 Network Equipment

**We** will, or **We** will ensure that the **Network Operator** will, in accordance with the **Distribution Standards** provide, install and maintain **Network Equipment** for the supply of **Electricity** up to the point of supply and a **Meter** at the **Supply Address**. Ownership of the **Meter** will not pass to **You**. All equipment located after (downstream of) the point where **Electricity** leaves the **Meter** at the **Supply Address** that is used to transport, control or consume **Electricity** is **Your** equipment.

**You** must:

- (a) keep **Your** equipment in good working order and good condition;
- (b) not let anyone other than an appropriately licensed person work on **Your** equipment;
- (c) not damage or interfere with Network Equipment; and
- (d) not use **Electricity** in a way that interferes with **Network Equipment**, with the supply of **Electricity** to anyone else, or in a way that causes loss to anyone else.

### 10.2 Interference with the Network Equipment

**You** must not and must not allow any other person to tamper with or bypass **Network Equipment** or otherwise damage or render inoperable or inaccurate the **Meter** or take or attempt to take **Electricity** before it reaches the **Meter**. **You** must immediately notify **Us** after becoming aware of any circumstances which might reasonably be expected to affect the accuracy of the **Meter**. **You** must not turn **Electricity** on at the **Meter**, without our permission, if the **Electricity** has been turned off by **Us** or the **Network Operator**.

## 11 CONNECTIONS

### 11.1 Existing Connections

**We** will agree to arrange connection for **You** within one **Business Day** if:

- (a) there is adequate supply available, the **Electricity** installation at the **Supply Address** complies with regulatory requirements and the **Meter** at the **Supply Address** is available for use by **Us**;
- (b) **You** make an application (in person, by telephone or in writing) and provide acceptable identification as required by **Us**;
- (c) **You** agree to pay **Us** all relevant **Fees** and charges;
- (d) **You** provide contact details for billing purposes;
- (e) the request is made for a rental property, and **You** provide contact details for the property owner or the owner's agents, if required by **Us**;
- (f) where required by **Us**, **You** satisfy **Us** that necessary safe, convenient and unhindered access to the **Supply Address**, the **Meter** and the **Electricity** installation is available;
- (g) where required by **Us**, **You** provide **Us** with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- (h) where required by **Us**, **You** have provided Security in accordance with clause 9; and
- (i) **You** do not have an outstanding debt in relation to the **Electricity** supplied by **Us** to **You** other than a debt the subject of a dispute, or for which repayment arrangements have been made.

**We** will forward **Your** application to the **Network Operator** for the purpose of arranging for the connection of **Your Supply Address** that same day, if the application is received before 3pm on a **Business Day**, or the next **Business Day**, if the application is received after 3pm or on a Saturday, Sunday or public holiday.

**We** will agree to arrange connection of the **Supply Address** only in accordance with the **Distribution Standards**.

### 11.2 New Connections

**We** will agree to arrange to connect **You** if:

- (a) **You** make an application (in person, by telephone or in writing) and provide acceptable identification as reasonably required by **Us**;
- (b) where required by **Us**, **You** ensure that the notices of installation or completion of **Electricity** installation work from a **Electricity** installer are provided to **Us**;
- (c) where required by **Us**, **You** satisfy **Us** that necessary, safe, convenient and unhindered access to the **Supply Address**, the **Meter Equipment** and the **Electricity** installation is available;
- (d) the request is made of a rental property, **You** provide contact details for the property owner or the owner's agents, if required by **Us**;
- (e) where required by **Us**, **You** have provided **Us** with estimated **Electricity** load information for **Your** proposed use at the **Supply Address**;

- (f) **You** have agreed to pay **Us** all relevant **Fees** and charges;
- (g) **You** have provided **contact details** for billing purposes;
- (h) where required by **Us**, **You** have provided **Security** in accordance with clause 9;
- (i) **You** do not have an outstanding debt in relation to the **Electricity** supplied by **Us** to **You** other than a debt the subject of a dispute, or for which repayment arrangements have been made; and
- (j) adequate supply is available at the **Supply Address** and the **Electricity** installation at the **Supply Address** complies with all **Relevant Regulations**.

**We** will forward **Your** application to the **Network Operator** for the purpose of arranging for the connection of **Your Supply Address** that same day, if the application is received before 3pm on a **Business Day**, or the next **Business Day**, if the application is received after 3pm or on a Saturday, Sunday or public holiday.

**We** will use reasonable endeavours to ensure that the **Network Operator** uses its best endeavours to make supply available at the new **Supply Address** on the date agreed with **You** or, where no date is agreed, **We** shall arrange for the **Network Operator** to connect the new **Supply Address** within 20 **Business Days** from the date of the application or any later time as agreed by **You** in writing.

## 12 METER READING

Subject to there being any proven inaccuracy in the **Meter**, **You** acknowledge and agree that the readings on the **Meter** taken by **Us**, the **Network Operator** or its nominee at the beginning and end of a **Billing Period**, is conclusive evidence of the volume of **Electricity You** have used during the **Billing Period**. In the event there is a proven inaccuracy in the **Meter**, **We** will arrange for the **Network Operator** to change the **Meter** at no cost to **You**, provided the inaccuracy was not caused by **You**.

## 13 METER TESTING

**You** may request the **Meter** be tested. **We** will use reasonable endeavours to respond to **You** within seven days of the **Date of Receipt** by **Us** of the request. If the **Meter** is tested and found to be defective, **We** will:

- (a) arrange for the **Network Operator** to replace the **Meter** in accordance with clause 12 of this **Contract**;
- (b) adjust **Your** account for the amount of any undercharge, overcharge or **Adjustment** for the **Billing Period** in which the inaccuracy was proven, calculated in accordance with clause 5.5 of this **Contract**; and
- (c) not charge **You** for testing the **Meter**.

If the **Meter** is not found to be defective, **You** must pay a reasonable **Fee** for testing the **Meter**.

## 14 ACCESS

**You** must provide safe and unrestricted access at the **Supply Address** to:

- (a) read the **Meter**;
- (b) inspect, install, operate, maintain, renew and replace any **Network Equipment**;
- (c) turn off **Your Electricity** supply if **We** or the **Network Operator** think it necessary;
- (d) 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 this **Contract**.

When seeking access to the **Supply Address**:

- (a) **We** must give notice of our intention or the intention of the **Network Operator** to enter the **Supply Address**, except in the case of an **Emergency**, suspected illegal use, routine **Meter** reading or replacement of **Meter**, or **You** consenting to a shorter time;
- (b) where the notice relates to planned maintenance being carried out at the **Supply Address**, or to planned maintenance of the **Network**, the notice period will be five days or such longer period as specified by **Relevant Regulations** or **Relevant Codes**. Where the notice relates to any work other than that specified above, the notice period shall be at least 24 hours or such longer period as specified by the **Relevant Regulations** or **Relevant Codes**;
- (c) **Our** representative or a representative of the **Network Operator** must clearly display official identification which identifies the person as an employee or agent of **Us** and show it to **You** on request; and
- (d) if **You** do not provide access as required under this clause, **We** may, in addition to any other rights, suspend the supply of **Electricity** to **You**, in accordance with clause 20.

## 15 YOU MUST NOTIFY US OF CERTAIN MATTERS

**You** must promptly notify **Us** of:

- (a) any change in the identity of the person responsible for paying **Bills**;
- (b) any change in **Your** contact details, email address or postal address nominated by **You**;
- (c) any change in **Your** use of **Electricity** or the purpose of the use of **Electricity**, for example, if **You** are a **Residential Customer** and wish to use **Electricity** for a business purpose; and
- (d) any fault or other problem with the **Meter** or **Network Equipment**.

## 16 YOU ARE ENTERING A SUPPLY ADDRESS

In relation to a new **Electricity** connection, **You** will be charged for **Electricity** supplied at the **Supply Address** from the date and time that **We** first commence **Electricity** supply to the **Supply Address**.

In relation to an existing **Electricity** connection, if a final **Meter** reading has not been carried out on the day the previous customer left the **Supply Address**, **We** will estimate **Your Electricity** usage and the previous customer's **Electricity** usage and will endeavour to fairly share the charges between **You** and the previous customer. **We** will ensure that **We** do not overcharge or undercharge **You** in accordance with the **Code** and **Relevant Regulations**.

## 17 YOU ARE LEAVING A SUPPLY ADDRESS

### 17.1 Notice

**You** must notify **Us** before **You** leave the **Supply Address**. **You** must give at least five Days' notice of the date on which **You** intend to vacate the **Supply Address** and a forwarding address to which a final **Bill** may be sent.

### 17.2 Responsibility for Electricity

- (b) Where **You** have given notice of vacating the **Supply Address** in accordance with clause 17.1, **We** may require **You** to remain responsible for paying the **Electricity** supplied to the **Supply Address** and otherwise remain responsible to **Us** in respect of the supply to the date notified unless **You** can demonstrate to **Us** that **You** were forced to vacate the **Supply Address** earlier.
- (c) If **You** do not give notice in accordance with clause 17.1, **We** may require **You** to remain responsible for paying for the **Electricity** supplied to the **Supply Address** and otherwise remain responsible to **Us** in respect of the supply up until the earlier of:
  - (1) five days after notice is given;
  - (2) **We** become aware that **You** have vacated the **Supply Address** and cease supply of **Electricity** to the **Supply Address**;
  - (3) a new customer commences to take supply at the **Supply Address**; or
  - (4) the date that **You** provide notice that **You** were forced to vacate the **Supply Address**.

### 17.3 New Customer

If **You** leave the **Supply Address** and another customer enters into a **Contract** with **Us** for the **Supply Address**, **You** are not required to pay for any **Electricity** supplied at the **Supply Address** after the time when the new customer's obligations to pay for **Electricity** supplied under the new **Contract** takes effect.

### 17.4 Final Charges

The final charge payable by **You** will be determined according to a final reading of the **Meter**. If a final reading is not performed on the day **You** leave the **Supply Address**, **We** will estimate **Your Electricity** usage and the new customer's **Electricity** usage and endeavour to fairly share the charge between **You** and the new customer. **We** may charge a **Fee** for a final reading of the **Meter**.

## 18 MATTERS BEYOND OUR CONTROL

If a **Matter beyond Our control** prevents or renders **Us** unable to supply **You** with **Electricity** or comply with any other obligation under this **Contract**, that obligation will be suspended for as long as **We** are prevented from performing our obligations under this **Contract** (**Suspension Period**). Without limiting **Our** other rights under this **Contract**, during the **Suspension Period** **You** will excuse **Our** non-compliance and **We** will not be liable to **You** for any loss or damage suffered by **You** as a result of our inability to supply. The **Suspension Period** will end when the cause of our inability to supply is rectified or the cause becomes within **Our** control. Upon the cessation of the **Suspension Period**, **We** will, as soon as is reasonable, resume supply under this **Contract**.

## 19 MATTERS BEYOND YOUR CONTROL

If a **Matter beyond Your control** occurs, other than a failure to pay **Your Bill** by the due date, which causes **You** to be unable to comply with this **Contract**, **You** must notify **Us** immediately and **We** will excuse that non-compliance for as long as the matter beyond **Your** reasonable control continues to prevent compliance by **You**. **You** will not be liable to **Us** for any loss or damage suffered by **Us** as a result of **Your** non-compliance for as long as the matter beyond **Your** reasonable control continues to prevent compliance by **You**. However, **You** must still pay **Your Bill** by the due date shown on the **Bill**, even if some matter were to happen outside **Your** reasonable control.

## 20 DISCONNECTION OF SUPPLY

Supply of **Electricity** to the **Supply Address** may be discontinued or disconnected as follows:

### 20.1 Disconnection at Your Request

**You** may request **Us** to procure the disconnection of the **Supply Address** by giving not less than five days' prior written notice to **Us**. **We** will use our best endeavours to disconnect supply and finalise **Your** accounts in accordance with **Your** request.

### 20.2 Disconnection for Unpaid Bills

#### (a) Notice

Before disconnecting supply for non-payment of a **Bill**, **We** must:

- (1) give **You** a **Reminder Notice** no earlier than 13 **Business Days** after the date the **Bill** was issued;
- (2) use **Our** best endeavours to contact **You** personally, or by facsimile or mail, or by telephone; and
- (3) if payment is not made on or before the date specified in the **Reminder Notice**, give **You** a **Disconnection Warning** no earlier than 18 **Business Days** after the date the **Bill** was issued advising that **We** may disconnect or cease supplying **Electricity** to **You** with at least five **Business Days'** notice (the five days shall be counted from the **Date of Receipt** of the **Disconnection Warning** notice).

#### (b) Circumstances in which **We** may disconnect

Subject to this clause 20, **We** may disconnect supply to the **Supply Address** or may notify the **Network Operator** that **We** no longer supply **Electricity** to **You** at the **Supply Address** if **You** have not:

- (1) paid a **Bill** in full by the due date;
- (2) agreed to an offer of an instalment plan or other payment option to pay (if offered) within a time (not less than five **Business Days**) specified by **Us** and used reasonable endeavours to settle the debt within that time; or
- (3) adhered to **Your** obligations to make payments in accordance with an agreed payment plan relating to the **Price** or other **Fee** incurred at the current **Supply Address** or any previous **Supply Address**.

When **We** notify the **Network Operator** that **We** no longer supply **Electricity** to **You** at the **Supply Address**, the **Network Operator** may disconnect the **Supply Address** without further notice to **You**.

### 20.3 Disconnection for Denying Access to the Meter

Where **We** or the **Network Operator** are denied access to the **Supply Address**, for the purposes of reading the **Meter**, for at least 12 consecutive months, **We** may disconnect **Electricity** supply to the **Supply Address** or may notify the **Network Operator** that **We** no longer supply **Electricity** to **You** at the **Supply Address**.

However, **We** will not disconnect or notify the **Network Operator** unless **We**, or **We** have arranged for the **Network Operator** to have:

- (a) given **You** an opportunity to provide reasonable alternative access arrangements;
- (b) at least once, given **You** five **Business Days'** written notice in accordance with the **Code** advising of the next date of the **Meter** reading, requesting access to the **Meter** at the **Supply Address** and advising of **Our** ability to arrange for disconnection if **You** fail to provide access;
- (c) used **Our** best endeavours to contact **You** to advise of the proposed disconnection; and
- (d) given **You**, by way of a written **Disconnection Warning** notice, five **Business Days'** notice of **Our** intention to disconnect **You** (the five days shall be counted from the **Date of Receipt** of the **Disconnection Warning** notice).

### 20.4 Disconnection for Emergencies

**We** or the **Network Operator** may disconnect or interrupt supply to the **Supply Address** in case of an **Emergency**. Where supply is disconnected in the case of an **Emergency** the **Network Operator** shall:

- (a) provide, by way of its 24 hour emergency line, information on the nature of the **Emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to reconnect or secure reconnection at the **Supply Address** as soon as possible.

### 20.5 Disconnection for Your Unauthorised Supply of Electricity

**We** or the **Network Operator** may disconnect supply to the **Supply Address** immediately where **You** have obtained the supply of **Electricity** at the **Supply Address** otherwise than in accordance with any law, the **Code**, the **Contract** or in breach of any **Relevant Regulations** and **Relevant Codes** where the breach is caused by **You**. This includes, for example, if **You** commit a fraud relating to **Our** supply of **Electricity** to **You** at the **Supply Address**, or if **You** get **Electricity** supplied to the **Supply Address** illegally.

## 20.6 Disconnection for Refusal to Pay Refundable Advance

**We** may disconnect supply to the **Supply Address** or notify the **Network Operator** that **We** no longer supply **Electricity** to **You** at a **Supply Address**, where **You** refuse to pay a **Refundable Advance**. However, **We** will not do so, unless **We** have given **You** not less than five **Business Days** written notice of **Our** intention to disconnect (the five days shall be counted from the **Date of Receipt** of the notice).

## 20.7 When We will not Disconnect

**We** will not disconnect supply to the **Supply Address** or notify the **Network Operator** that **We** no longer supply **Electricity** to **You** at the **Supply Address**:

- (a) where **You** have made a complaint, directly related to the reason for the proposed disconnection, to **Us**, the **Energy and Water Ombudsman** or an external dispute resolution body and the complaint remains unresolved;
- (b) within 1 **Business Day** after the expiry of the period referred to in the **Disconnection Warning**;
- (c) where **You** have made an application for a **Concession** and the application has not been decided;
- (d) where **You** have failed to pay an amount on a **Bill** which does not relate to the **Electricity** supply but relates to some other goods and/or services;
- (e) after 3pm on Monday to Thursday, or after 12pm on a Friday, on a weekend, on a public holiday or on the **Business Day** before a public holiday, unless:
  - (1) **You** are a **Business Customer**; and
  - (2) **Your** normal trading hours fall within the time frames set out in this clause 20.7(e) and do not fall within any other time period; and
  - (3) it is not practicable for the **Network Operator** to perform the disconnection at any other time; or
- (f) if **You** have provided **Us** with a written statement from a **Medical Practitioner** to the effect that life support equipment is required by a person residing at the **Supply Address**.

## 20.8 Your Assistance

**You** must assist **Us** to disconnect supply and, in accordance with the ownership, rights and obligations prescribed in clause 10.1, give **Us** and the **Network Operator** permission to enter the **Supply Address** to remove any property specified under this **Contract** which belongs to **Us** or the **Network Operator**. **You** must pay all reasonable costs associated with the disconnection of the supply of **Electricity** to **You**, regardless of whether the election was by **You** or **Us** and for whatever reason, provided that **You** will not be required to pay for the cost of a disconnection where the disconnection occurs under clause 20.4.

## 20.9 Disconnection by Law

Where **We** are required by law to reduce supply to **You**, **You** must use less **Electricity**. If **We** are required by law to disconnect **Electricity** supply to the **Supply Address**, **You** must stop using **Electricity**. There is no **Fee** for disconnection and reconnection of **Electricity** supply in either of those cases.

## 20.10 Fees

Where **You** are disconnected under this **Contract**, **We** or the **Network Operator** may remove or physically disconnect the **Meter**. **We** may charge a **Fee** for this but will not charge a **Fee** where the disconnection occurs under clause 20.4 or clause 20.9.

## 21 RECONNECTION AFTER DISCONNECTION

### 21.1 Reconnection Circumstances

**We** will, subject to the provisions of any law or **Relevant Codes**, arrange for the reconnection of supply if:

- (a) the disconnection is for non-payment of a **Bill**, and **You** pay the overdue amount or make an arrangement for its payment;
- (b) the disconnection is for denial of access to the **Meter**, and **You** provide access to the **Meter**;
- (c) the disconnection is for illegal use of **Electricity**, and **You** pay or make an arrangement to pay for the **Electricity** consumed;
- (d) the disconnection is for refusal to pay a **Refundable Advance**, and **You** pay the **Refundable Advance**; or
- (e) the disconnection occurred in any **Emergency** for health, safety or maintenance reasons, and the situation or problem giving rise to the need for disconnection has been rectified, and **You** request reconnection and pay any applicable reconnection **Fee**. **We** will not charge a **Fee** where the disconnection occurred under clause 20.4.



## 21.2 Timing

Subject to clause 20.4 or clause 20.9, if **We** are under an obligation to arrange for **Your** reconnection and **You** make a request for reconnection and, if requested by **Us**, pay our reconnection **Fee** (or enter into an instalment plan for that reconnection **Fee**):

- (a) before 3pm on a **Business Day**, **We** will forward **Your** request to the **Network Operator** on that day;
- (b) after 3pm on a **Business Day**, or on a Saturday, Sunday or public holiday, **We** will forward **Your** request to the **Network Operator** no later than 3pm on the next **Business Day**; or
- (c) after 3pm on a **Business Day** and before the close of normal business and pay our after hours reconnection charge, **We** will arrange the reconnection or cause the **Network Operator** to make the reconnection on the day requested by **You**.

## 21.3 Fees

If the **Meter** has been removed or physically disconnected due to **Your** disconnection, **We** may charge a **Fee** for replacing or physically reconnecting the **Meter** but will not charge a **Fee** where the disconnection occurs under clause 20.4 or clause 20.9.

## 22 TERMINATION

### 22.1 Disconnection at Your Request

This **Contract** is terminated if:

- (a) a cooling off period applies and **You** cancel this **Contract** during that **cooling-off period**, or
- (b) **We** procure the disconnection of the **Supply Address** at **Your** request (other than an agreed temporary disconnection).

### 22.2 Termination by Notice

**You** may terminate this **Contract** by giving not less than five days' prior written notice to **Us**.

### 22.3 Our Termination Rights

Without prejudice to any other right or remedy and in addition to any statutory or other right to suspend or disconnect the supply of **Electricity** to the **Supply Address**, **We** may terminate this **Contract** by written notice if **You**:

- (a) commit a substantial breach of this **Contract**;
- (b) become insolvent;
- (c) go into liquidation;
- (d) commit an act of bankruptcy; or
- (e) commit a breach of this **Contract** which provides **Us** with a right to disconnect supply under this **Contract** or a written law, and where that breach is capable of remedy, **You** fail to remedy the breach within 10 **Business Days** of **Us** requesting **You** to do so.

### 22.4 When Termination Takes Effect

The termination of this **Contract** by **Us** or **You** does not have effect until:

- (a) in the case of termination because **You** have entered into another **Contract** with **Us**, the cooling-off period (if any) for that other **Contract** expires;
- (b) in the case of termination because **You** have entered into a **Contract** with another retail supplier, **You** are transferred to the other retail supplier in accordance with the *Electricity Industry Customer Transfer Code 2004 (WA)*; or
- (c) in the case of termination following disconnection, **You** no longer have any right to reconnection under the provisions of this **Contract**, a written law or a **Relevant Code**.

### 22.5 Events Upon Termination

If this **Contract** is terminated:

- (a) **We** may arrange for a final **Meter** reading and for disconnection;
- (b) **We** may issue a final **Bill** to **You**;
- (c) **We** may, subject to the provisions of any written law or **Relevant Code**, charge **You** a **Fee** for the final **Meter** reading, disconnection and final **Bill**;
- (d) **We** or the **Network Operator** may remove any **Network Equipment** at any time after the day on which this **Contract** ends;
- (e) **You** must allow us or the **Network Operator** safe and unrestricted access to the **Supply Address** for the purpose of removing **Network Equipment**; and
- (f) if **You** want **Us** to again supply **Electricity** to **You**, **You** must enter into a new **Contract** with **Us**.

## 22.6 Duration

This **Contract** will come into effect on the day **We** open an account for **You** at the **Supply Address**. Unless terminated earlier in accordance with this clause 22, this **Contract** will continue for a period of one year from the day it came into effect.

However, if one year passes without either **You** or **Us** terminating the **Contract** in accordance with this clause 22, this **Contract** will automatically be renewed for consecutive additional one year periods until either **You** or **Us** terminate this **Contract** in accordance with this clause 22.

## 22.7 Survival of Obligations

Termination of the **Contract** does not release either party from an obligation which arose before the **Contract** was terminated.

Notwithstanding termination, **Your** obligations under this **Contract** prior to termination continue until **We** have received all money payable to **Us** in relation to this **Contract** and specifically, subject to clause 17 and our obligations under the **Code**, **You** remain liable to pay for all **Electricity** delivered to the **Supply Address** and related **Fees** and charges after termination.

## 23 TITLE AND RISK

Title to and risk in all the **Electricity** supplied to the **Supply Address** will pass to **You** at the **Delivery Point** for the **Supply Address** and subject to this **Contract** and the **Australian Consumer Law**, **You** will bear all loss or damage arising out of or in any way directly or indirectly connected with **Electricity** supplied after title and risk to the **Electricity** has passed to **You**.

## 24 EXCLUSIONS

### 24.1 No Warranty

If **You** are a consumer within the meaning of the **Australian Consumer Law**, **We** may be taken to have given **You** certain consumer guarantees about the supply of goods or services to **You**. If **We** fail to comply with those consumer guarantees, then **You** may have statutory rights against **Us** under the **Australian Consumer Law** that **We** cannot exclude, restrict or modify.

Where any **Electricity** or other goods or services (if any) supplied under this **Contract** are not of a kind ordinarily acquired for personal, domestic or household use or consumption, **Our** liability for breach of any consumer guarantee applicable to **Our** supply of those goods or services is, to the extent permitted by the **Australian Consumer Law**, limited to any one or more of the following, as determined by **Us**:

- (a) the supply of equivalent goods or the supply of the services again, as applicable;
- (b) the payment of the cost of acquiring equivalent goods or having the services supplied again, as applicable.

This clause 24.1 applies despite any other provision of this **Contract** to the contrary.

**We** make no additional express guarantees, warranties or other representations under this **Contract**. **Our** liability in respect of any these additional guarantees, warranties or other representations is limited to the fullest extent permitted by law.

Nothing in this **Contract** is to be taken to exclude, restrict or modify **Your** rights under law if and to the extent that **We** are prohibited by law from excluding, restricting or modifying them. This applies whether or not **You** are a consumer within the meaning of the **Australian Consumer Law**.

### 24.2 Consequential Loss

Subject to clause 24.1, to the fullest extent permitted by law, **We** will in no case whatsoever (including negligence) be liable for any loss of profits, loss caused by stoppages in production or business interruption, reliance losses, damages for loss of opportunity, liability suffered by **You** to third parties or any consequential or indirect loss or damage.

## 25 INDEMNITY

Subject to clause 24.1, to the fullest extent permitted by law, **You** indemnify **Us** against all expenses, losses, damages and costs that are reasonably foreseeable as a result of a claim by any person (including **You**) arising out of or connected with the **Electricity** supplied by **Us** or any breach of **You** of this **Contract** except to the extent attributable to **Our** negligence.

## 26 NOTICES AND INFORMATION

Any notice given to a party must be in writing and delivered by facsimile, email or prepaid letter to the number or address of that party set out in this **Contract** for such purposes (or such other address as the party may by notice substitute) and will be considered to have been received on the **Date of Receipt**. **We** have the ability to communicate with **You** by email, but will not do so, unless **You** agree.

## 27 COMPLAINTS AND DISPUTES

**You** may:

- (a) make a complaint to **Us** about **Our** acts or omissions; and
- (b) if **You** are not satisfied with **Our** response to the complaint, raise the complaint to a higher level within our management structure; and
- (c) if after raising the complaint to a higher level, **You** are not satisfied with **Our** response, refer the complaint to the **Energy and Water Ombudsman**, as appropriate.

**We** will handle **Your** disputes and complaints in accordance with the Australian Standard on Complaints Handling (AS/NZS ISO 10002:2014), publish information which will assist **You** in utilising its complaints handling process and on request will provide **You** with information on **Our** complaints handling process and the **Energy and Water Ombudsman** scheme of which **We** are a member.

## 28 AMENDMENT OF CONTRACT

The **Contract** can only be changed with the **Economic Regulation Authority's** approval. Provided **We** first obtain such approval, **We** may amend, delete or introduce any term or condition of this **Contract**. **We** do not require **Your** consent to amend this **Contract**, but will use reasonable endeavours to give **You** prior notice of the amendments and will, on or after the date the amendments are effective, publish notice of any changes to this **Contract** as required by the **Economic Regulation Authority**. **We** will not be required to give separate notice of any change to any document incorporated into this **Contract**, which document is issued by persons other than **Us**. If **You** do not agree with any amendment to this **Contract**, **You** may terminate this **Contract** in accordance with clause 22.

## 29 AVAILABILITY OF CONTRACT

A copy of this **Contract** or any of the documents referred to in this **Contract** are available to **You**, free of charge, from **Us** upon **Your** request or by visiting our website at [www.kleenheat.com.au](http://www.kleenheat.com.au)

## 30 ACCESS TO INFORMATION

**You** may request from **Us**:

- (a) any information which is held by **Us** concerning the supply of **Electricity** to the **Supply Address** and standard **Meter** readings for the **Supply Address** connected with **Your Bills**;
- (b) the status of **Your Bills**;
- (c) a copy of the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)* or any **Relevant Code**;
- (d) information about the **Price** and **Fees** payable under this **Contract**, including information about any alternative tariffs that may be available to **You**;
- (e) information about energy efficiency;
- (f) billing data; and
- (g) contact details for obtaining information about Government assistance programs or financial counselling services.

If **You** request the information in clause 30(d), **We** must provide that information to **You** within 8 **Business Days** of **Your** request. **We** must give **You** the information in writing if **You** request.

**We** will provide standard information so requested in accordance with the standards of service set out in the **Relevant Regulations** and the **Code** and if no such standard of service applies, within a reasonable time of the request. Unless a law, the **Code** or **Our Retail Licence** requires **Us** to provide the information free of charge, **We** can ask **You** to pay a reasonable charge.

## 31 CONFIDENTIALITY AND PRIVACY

### 31.1 Confidentiality

**We** will keep confidential **Your** information, unless:

- (a) **You** give **Us** prior written consent to disclose the information to a third party;
- (b) 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);
- (c) disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration;
- (d) the information is already in the public domain; or
- (e) **We** believe **You** have used **Electricity** illegally and must provide **Your** information to the **Economic Regulation Authority** or the Director of Energy Safety or the Police.

### 31.2 Privacy

**We** will only use and disclose **Your** personal information as permitted by the *Privacy Act 1988 (Cth)* and Australian Privacy Principles, and in accordance with our privacy policy, a copy of which is available on our website. **We** have **Security** measures in place to protect personal information under **Our** control. **We** de-identify and securely destroy personal information when it is no longer required and information stored within our computer systems can only be accessed by authorised personnel.

## 32 SUCCESSORS AND ASSIGNS

**You** must not assign this **Contract** without the prior written consent from **Us**. **We** may assign this **Contract** without **Your** consent and without giving **You** notice of such assignment, to any person **We** believe has reasonable commercial and technical capability to perform our obligations under this **Contract**. In the event that either party assigns its interests under this **Contract**, all the terms and conditions of this **Contract** will be binding upon and enure to the benefit of the successors and assigns of the parties.

### 33 GOVERNING LAW

This **Contract** is governed by and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.

### 34 COMPLIANCE WITH LAWS

Each party's obligations under this **Contract** are subject to that party's obligations under applicable laws, regulations and conditions of any governmental authorisations. Any failure to comply with an obligation under this **Contract** resulting from compliance with an inconsistent or conflicting obligation under any applicable laws, regulations or conditions of any applicable governmental authorisation does not give rise to a breach of this **Contract**.

### 35 SEVERABILITY

If the whole or any part of this **Contract** is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this **Contract** has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this **Contract** or is contrary to public policy.

### 36 WAIVERS

The failure to exercise or delay in exercising a right or remedy under this **Contract** will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy will prevent any further exercise of the right or remedy or any other right or remedy.

### 37 ENTIRE CONTRACT

This **Contract** constitutes the entire **Contract** and understanding of the parties with respect to its subject matter. This clause operates to the extent permitted by law.

### 38 ELECTRONIC COMMUNICATION

**We** have the ability under the **Contract** to communicate with **You** by email. **We** will agree with **You** before engaging in communication by email. **We** can set any rules about how communication by email is to operate and what things may be communicated by email, and will inform **You** how to find out what these rules are.

### 39 NETWORK OPERATOR

**We** supply **Electricity** to **You**. The **Network** is operated by the **Network Operator** who delivers the **Electricity** through the **Network** to the **Supply Address** for **Us**. As **We** do not own the Network, **We**:

- (a) may procure the **Network Operator** to undertake various actions on its behalf; and
- (b) cannot control the way in which the **Network Operator** operates the **Network**. For example, **We** cannot control the quality, volume or continuity of **Electricity** being supplied through the **Network**.

### 40 DEFINITIONS

**Adjustment** means the difference in the amount charged in a **Bill** and the amount to be charged as a result of the **Bill** being determined in accordance with a reading of the **Meter** at the **Supply Address** provided that the difference is not as a result of a defect, error or default for which **We** or the **Network Operator** is responsible or contributed to.

**Australian Consumer Law** has the same meaning as in the *Competition and Consumer Act 2010 (Cth)*.

**Bank Bill Rate** has the meaning given to that term in the *Electricity Industry (Customer Contracts) Regulations 2005*.

**Bill** means a tax invoice issued by **Us** that complies with the requirements of the Code.

**Billing Period** means the period referred to in clause 5.1.

**Business Customer** means a customer who is not a **Residential Customer**.

**Business Day** means a day which is not Saturday, Sunday or a public holiday in Western Australia.

**Code** means the *Code of Conduct for the Supply of Electricity to Small use Customers 2014* as amended or replaced from time to time.

**Concession** means a concession, rebate, subsidy or grant related to the supply of **Electricity** available to **Residential Customers** only.

**Contract** or **Standard Form Contract** means the legally binding contract between **You** and **Us** consisting of these terms and conditions as approved by the Economic Regulation Authority under section 51 of the *Electricity Industry Act 2004 (WA)*.

**Customer Schedule** means the schedule that will be provided to **You** containing information including **Your** personal details, **Supply Address**, the **Price** and any other information **We** deem relevant.

**Date of Receipt** means, in relation to the receipt of a notice (including a **Disconnection Warning** given by **Us**):

- (a) in the case of hand delivery of the notice, the date of the hand delivery;
- (b) in the case of posting the notice, 2 **Business Days** after posting of the notice; and

- (c) unless otherwise notified by **Us** in accordance with clause 38, in the case of emailing the notice, the date on which the computer or other device from which the email was sent records that the email was successfully transmitted.

**Delivery Point** means the point on the **Network** at which **Electricity** is withdrawn for delivery to **You** as determined by the **Network Operator**.

**Disconnection Warning** means a written notice in accordance with the **Code** advising **You** that disconnection will occur unless payment is made by the date specified in the notice. That date must be at least five **Business Days** after the date the **Disconnection Warning** is given.

**Distribution Standards** means the relevant Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards and/or administrative interpretations of them to regulate:

- (a) the supply of **Electricity** to or from the **Network**; and
- (b) the way in which **Your Electricity** equipment at the **Supply Address** that is not part of the **Network** affects the **Network** to which it is connected.

**Economic Regulation Authority** means the body established by the *Economic Regulation Authority Act 2003 (WA)*.

**Electricity** means electricity as that term is defined in the *Electricity Industry Act 2004 (WA)*.

**Emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, or which destroys or damages, or threatens to destroy or damage, any property.

**Energy and Water Ombudsman** means the electricity ombudsman as defined in the *Electricity Industry Act 2004 (WA)*.

**Fee** means a fee other than the **Price**.

**Interest Rate** means a rate of 3% above the quoted rate for the one month **Bank Bill Rate** as published in the *Australian Financial Review*.

**Kleenheat** means Wesfarmers Kleenheat Gas Pty Ltd trading as Kleenheat (ABN 40 008 679 543).

**Market Rules** is defined in section 123 of the *Electricity Industry Act 2004 (WA)*.

**Matter beyond Our control** or **Matter beyond Your control** means an event or circumstance affecting **Us** (in the case of a Matter beyond Our control) or **You** (in the case of a Matter beyond Your control), and in each case that is beyond the direct control or influence of that affected person including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with the **Network**, but excludes **Our** or **Your** inability to pay any money due under this **Contract** for any reason.

**Medical Practitioner** means an individual registered under the *Health Practitioner Regulation National Law (Western Australia) Act 2010* in the medical profession.

**Meter** means the equipment at the **Supply Address** used to measure the quantity of **Electricity** supplied.

**Network** means a distribution system or a transmission system as defined in the *Electricity Industry Act 2004 (WA)*.

**Network Equipment** means the **Meter** and any wires, apparatus or other equipment used for or in connection with the supply of **Electricity** and located upstream from the **Meter**.

**Network Operator** means the person who owns, operates or controls the **Network** to which the **Supply Address** is or is to be connected.

**Price** means the charge for **Electricity** supplied at the **Supply Address** as determined from time to time by **Us** and includes a fixed component and a usage component relating to the quantity of **Electricity** consumed by **You**.

**Refundable Advance** means an amount of money used as **Security** against **You** defaulting on the payment of a **Bill**.

**Reminder Notice** means a written notice in accordance with the **Code** advising **You** that payment is overdue and that payment is to be made by the date specified in the notice. That date must be at least 13 **Business Days** after the date of the **Bill**.

**Relevant Codes** means any codes and standards applying to the supply of **Electricity** under the **Contract** including the **Code**, and the Australian Standard on Complaints Handling [AS/NZS ISO 10002:2014].

**Relevant Regulations** means any laws and regulations applying to the supply of **Electricity** under the **Contract**, including the *Electricity Industry Act 2004 (WA)*, the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)* and the Australian Consumer Law.

**Residential Customer** means a customer who uses **Electricity** solely for domestic use.

**Retail Licence** means our **Retail Licence** under the *Electricity Industry Act 2004 (WA)*.

**Security** has the meaning as described in clause 9.

**Supply Address** means the address to which **Electricity** will be supplied under the **Contract**.

**Type 7** has the meaning as described in the *Electricity Industry Metering Code 2005*.

**Unsolicited Consumer Agreement** has the meaning as defined in section 69 of the **Australian Consumer Law**.

**Verifiable Consent** has the meaning in the **Code**.

**We, Us** and **Our** means Wesfarmers Kleenheat Gas Pty Ltd trading as Kleenheat (ABN 40 008 679 543).

**You** and **Your** means the person to whom **Electricity** is or will be supplied under the **Contract**.

**Your Equipment** means all electrical facilities and equipment used to transmit or use **Electricity** after the point where **Electricity** is transferred to **You** from the **Meter**.

#### **41 Our Contact Details**

Postal Address: PO Box 4184, Myaree Business Centre, WA 6960  
Business Address: Campus Drive (off Murdoch Drive), Murdoch, Western Australia, 6150  
Registered Address: Level 11, 40 The Esplanade, Perth, Western Australia, 6000  
Telephone number: 13 21 80  
Email: [electricity@kleenheat.com.au](mailto:electricity@kleenheat.com.au)  
Website address: [www.kleenheat.com.au](http://www.kleenheat.com.au)