



AMANDA ENERGY PTY LTD
STANDARD FORM ELECTRICITY CONTRACT

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Welcome to Amanda Energy Pty Ltd

This is a copy of *Our* standard electricity agreement with *You*. It sets out the terms and conditions forming part of the *Contract* upon which *We* agree to supply electricity to *You*.

Subject to all applicable *Laws*, this *Contract* details *Your* rights and obligations and *Our* rights and obligations. The *Customer Schedule* described in clause 3 also forms part of *Your Contract* with *Us*. By signing this *Contract*, *You* agree to its terms and conditions.

If *You* have any questions or concerns after reading this *Contract* please contact *Us*. Our details are set out below.

Full name: Amanda Energy Pty Ltd
ABN: 45 163 376 163
Registered Office: 15 Butler Avenue, Swanbourne
Business Address: Unit 11, 100 Stirling Hwy, North Fremantle
Postal Address: PO Box 867, Cottesloe 6911
Tel: (08) 9430 7048
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Note: *We* use italics in this document to show where a term has been defined in clause 26.

Small Use Customer Code

The *Small Use Customer Code* regulates the conduct of electricity retailers, metering agents and distributors supplying electricity to small use customers (being customers who consume less than 160MWh of electricity per year) in Western Australia. The *Small Use Customer Code* protects the interests of small use customers and covers most aspects involved in the supply of electricity including electricity marketing, billing, connection, disconnection, payment difficulties and dispute resolution.

1. SUPPLY OF ELECTRICITY

Subject to all relevant *Laws*, *We* agree to sell electricity to *You* at *Your Premises* and *You* agree to purchase electricity from *Us* in accordance with the terms and conditions as set out in this *Contract*. The quantity of electricity supplied by *Us* to *You* will be the amount measured by the *Meter* at *Your Premises*. *We* will also provide an account management service in accordance with the *Small Use Customer Code*.

2. TERM OF CONTRACT

2.1 Commencement Date

This *Contract* commences on the date and time *We* agree to supply electricity to *You* or at any earlier time when electricity is deemed by *Law* to be supplied to *You* under the terms of this *Contract* ("**Commencement Date**").

We must sell and *You* must pay *Us* for electricity consumed at the *Premises* from the *Commencement Date*.

2.2 **Term**

This *Contract* shall continue for a period of 1 year from the day it came into effect unless:

- (a) *You* end this *Contract* because *You* enter into a new *Contract* for the supply of electricity with *Us* (in which case this *Contract* ends on the expiry of the *Cooling-Off Period* (if applicable) specified in the new *Contract*);
- (b) *You* end this *Contract* because *You* enter into a contract for the supply of electricity with another retailer (in which case this *Contract* ends when *We* are deemed to receive notification from the *Network Operator* that *Your Premises* have been transferred to the other electricity retailer in accordance with the *Customer Transfer Code*) or
- (c) *You* are disconnected, and *We* terminate this *Contract* (in which case the *Contract* ends when *You* no longer have any right to reconnection).

2.3 **Renewal**

If 1 year passes without the *Contract* coming to an end under clause 2.2, the *Contract* shall be automatically renewed for another 1 year period. This automatic renewal shall occur each year until the *Contract* comes to an end under clause 2.2.

2.4 **Termination of Contract**

You can end the *Contract* at any time by advising *Us* at least 5 *Business Days* before the day *You* want the *Contract* to end.

We can end the *Contract* by giving *You* prior notice if *You*:

- (a) become insolvent (as defined in the *Corporations Act 2001 (Cth)*); or
- (b) have a liquidator appointed; or
- (c) become bankrupt (as defined in the *Bankruptcy Act 1966 (Cth)*); or
- (d) commit a breach any of *Your* obligations under this *Contract*.

If the *Contract* ends:

- (a) *We* may arrange for a final *Meter* reading and for disconnection on the day the *Contract* ends; and
- (b) *We* may issue a final bill to *You*; and
- (c) *We* can charge *You* a fee for the final *Meter* reading, disconnection and final bill; and
- (d) *We* can remove the *Electricity Supply Equipment* at any time and *You* must let *Us* have safe and unrestricted access to the *Premises* to allow *Us* to do so; and

- (e) *You* will remain liable to pay any outstanding payments to *Us* and *We* will have no further obligation to supply electricity to *You*; and
- (f) *You* must enter into a new *Contract* with *Us* if *You* want *Us* to supply *You* electricity.

3. **PRICES AND FEES**

3.1 ***Customer Schedule***

We will provide you with a *Customer Schedule* (forming part of this *Contract*) which shall include the following information:

- (a) *Your* name;
- (b) *Your* contact details;
- (c) the supply address;
- (d) some of the *Electricity Supply Equipment* details;
- (e) the *Contract Price*;
- (f) the supply date; and
- (g) the *Contract* term.

If mutually agreed, the *Customer Schedule* may also be used to amend these terms and conditions. This, however, will result in the *Contract* becoming a non-standard contract for the purpose of the *Small Use Customer Code*.

3.2 ***Contract Price***

You are required to pay *Us* the *Contract Price* and the electricity *We* supply to *You* under this *Contract*. A *Contract Price* can include a fixed component and a usage component based on the amount of electricity *You* use. The usage component can be charged at different rates depending upon the amount of electricity *You* use.

3.3 ***Fees and other charges***

We can charge you *Fees* that are in addition to the *Contract Price* as well as any taxes, levies, regulated charges, costs, *Fees* and charges that *We* have to pay when *We* sell and supply electricity and other goods and services to *You*.

You must pay *Us* the *Fees* that apply to *You*. *We* can charge *You* *Fees* for:

- (a) *Your* account application; and
- (b) reading *Your Meter* when access was not possible (see clause 9 (*Access*)); and
- (c) testing *Your Meter* (see clause 4.2); and
- (d) sending *You* overdue notices (see clause 5.2); and

- (e) reading *Your Meter* when *You* move out of the *Premises* (see clause 10.5); and
- (f) turning off *Your* electricity in some situations (see clause 12.3); and
- (g) turning on *Your* electricity in some situations (see clause 13 (*Reconnection*)); and
- (h) removing or physically disconnecting the *Meter* (see clause 12 (*Disconnection*)); and
- (i) replacing or physically reconnecting the *Meter* (see clause 10 (*Electricity Supply at Your premises*)); and
- (j) other non-standard connection costs; and
- (k) other *Fees*.

All charges identified in clauses 3.2 and 3.3 will be itemised on *Your* bills. For an explanation of *Our Fees* please visit *Our* website or call *Us*.

If *You* breach this *Contract* or a provision of the *Relevant Regulations* *You* will be required to pay any costs *We* incur as a result of that breach, as well as any *Fees* *We* charge in relation to that breach.

3.4 **Changes to Contract Price or Fees**

If *We* have agreed a fixed *Contract Term* with *You* and a *Contract Price* is specified in the *Customer Schedule*, *We* cannot change the *Contract Price* without *Your* prior agreement during the *Contract*, except as provided in this clause 3.4.

- (a) **(CPI increase)** *We* may increase the *Contract Price* or *Fees* by *CPI* on each 1 January, 1 April, 1 July or 1 October during the *Contract* (the "Adjustment Date") in accordance with the *CPI Escalation* formula;
- (b) **(Change in Law)** If at any time after the execution of this *Contract* there occurs:
 - (i) a change in existing *Law* (other than a *Law* relating to income tax or capital gains tax); or
 - (ii) a new *Law* (other than a *Law* relating to income tax or capital gains tax);

(including a *Law* introducing a carbon tax or emission trading scheme or otherwise in respect of carbon) which directly results in an increase or decrease in *Our* cost of supplying electricity under this *Contract* (the "Change in Law"), then *We* may change the *Contract Price* or *Fees* based on the net financial effect on *Us* as a consequence of the *Change in Law*, in all cases being sufficient to put *Us* into the position *We* would have been in had it not been for the *Change in Law*; or

- (c) **(Network Access Tariff)** *We* may also adjust the *Contract Price*:

- (i) to reflect any change in the *Network Access Tariff*; or
- (ii) if *You* change the rate at which *You* use electricity, to the extent necessary to reflect that proportion of any increase in *Network Access Tariff*,

which *We* estimate in good faith is fairly attributable to or payable by *You*, taking into account the amount of electricity *We* supply to *You*.

4. BILLING

4.1 Basis of preparing your bill

We use *Meter* readings to prepare *Your* bill. *We* bill *You* on the amount of electricity *You* use. *We* will use *Our* best endeavours to ensure that the *Network Operator* reads the *Meter* once every *Billing Cycle* and the *Network Operator* reads the *Meter* at *Your Premises* at least once every 12 months. If *We* don't have an actual *Meter* reading available in time to prepare *Your* bill and it is reasonable for *Us* to do so, we can use estimates of the quantity of electricity *You* use.

If *We* base *Your* bill on an estimate of electricity consumption *We* will say on *You* Bill that we have done so and, upon *Your* request:

- (a) *We* will advise *You* of the basis and the reasons for the estimation; and
- (b) arrange a *Meter* reading.

If *We* have provided *You* with a bill based on an estimate of electricity consumption, and accurate information subsequently becomes available (ie a *Meter* reading), *We* will include any adjustments in *Your* next bill so that *You* are not overcharged or undercharged.

4.2 *You* can ask for a *Meter* test

You can ask *Us* to test the *Meter* to ensure that it is measuring accurately and *We* will arrange for the *Network Operator* to test the *Meter* if *You* first pay to *Us* a *Meter* testing fee. If *We* find that the *Meter* is not measuring accurately, then *We* will refund the *Meter* testing fee to *You*. If the *Meter* is not measuring accurately, *We* will also arrange for the *Network Operator* to either repair or replace the *Meter* at no charge to *You*.

By "accurate", *We* mean the *Meter* is measuring as accurately as the law requires.

4.3 When bills are issued

We will bill *You* at least once every three months and in accordance with the *Billing Cycle* that *We* set for *Our* customers from time to time, unless *We* and *You* have agreed otherwise. As an indication, *Our Billing Cycle* is no more than once every one month and no less than once every three months.

4.4 Contents of *Your* bill

Your bill will contain the following information relevant to the *Billing Cycle*:

- (a) the account name and account number;
- (b) the *Premises* address and (if required) mailing address;
- (c) the *Contract Price* that *We* charged *You*;
- (d) the *Fees We* charged *You*;
- (e) the amount due and the due date;
- (f) the telephone number for billing and other payment enquiries;
- (g) the telephone number to contact if *You* are experiencing payment difficulties (see clause 5.3 for information about payment difficulties);
- (h) the 24-hour telephone number for faults and emergencies;
- (i) the dates and results of the previous and current *Meter* readings or estimates;
- (j) *Your* electricity use or estimated use;
- (k) the *Meter* or property number;
- (l) the ways *You* can pay *Your* bill, including information about payment methods and payment options available to *You* (see clause 5.1 for some of the payment options);
- (m) the amount of arrears or credit and the details of any adjustments;
- (n) the amount of any other charge and the details of any service provided;
- (o) the availability of a *Meter* test on the conditions described in clause 4.2;
- (p) interpreter services;
- (q) the interest rate *We* applied to any outstanding amounts; and
- (r) the details of security *You* provided (in accordance with clause 7.1).

The *Contract Price* and other *Fees* will be separately itemised on *Your* bill. If *We* provide *You* with additional goods and services during the *Billing Cycle*, *We* will also include a description of those goods or services.

5. PAYMENT OF YOUR BILL

5.1 Paying your bill

For each bill, *You* must pay the total amount payable by the due date specified in that bill. The due date will be at least 12 *Business Days* from the date of the bill.

The bill will specify a range of payment options, including payment in person and by mail.

If *You* are unable to use one of these options *You* must contact *Us* as soon as reasonably possible to arrange redirecting *Your* bill or to make payments in advance.

5.2 **If you do not pay *Your* bill**

If *You* do not pay the total amount payable for any bill by the due date, then *We* can:

- (a) send a *Disconnection Warning* to *You*;
- (b) charge *You* a fee for each overdue account notice *We* send to *You* (but only when we are legally entitled to charge a fee);
- (c) charge *You* interest on the amount *You* have not paid;
- (d) disconnect *Your* electricity supply; and
- (e) shorten *Your Billing Cycle*.

The interest rate charged on outstanding amounts will be the standard rate we publish for customers paying the *Contract Price* you pay. *We* can change the standard rate and if *We* do, *We* will publish the changes.

If *You* do not pay the total amount payable for any bill after *We* send a *Disconnection Warning* to *You*, then *We* can refer *Your* debt to a debt collection agency for collection and if *We* do so, *You* must pay any costs that *We* incur in connection with the recovery of the unpaid bill (including the agency *Fees* and legal *Fees*).

If *You* pay a bill and the payment is dishonoured or reversed and, as a result, *We* incur costs or have to pay *Fees* to any other person, *You* must reimburse *Us* for those costs and *Fees*.

Unless *You* direct *Us* otherwise *We* will apply *Your* payment to the amount due for *Your* electricity use before applying it to other items.

5.3 **If you are having trouble paying your bill**

If *You* are having trouble paying *Your* bill, please notify *Us* as soon as possible. *We* will assess *Your* request within 3 *Business Days* and *We* will offer *You* assistance. As an indication and depending on the circumstances, *We* might offer *You*:

- (a) instalment plan options, such as a *Payment Plan*;
- (b) redirection of a bill to a third party; or
- (c) information about, and referral to, government assistance programs.

You can find out more information about payment options and government assistance by visiting *Our* website or calling *Us*.

5.4 **Billing data**

If *You* ask *Us*, and at the time of the request *You* are *Our* customer, *We* will give *You* a copy of *Your* billing data held by *Us* for the *Premises*. *We* will use *Our* reasonable endeavours to provide it within 10 *Business Days* of *Your* request.

Unless *We* are required by law to provide the billing data free of charge, *We* can ask *You* to pay a reasonable fee before *We* provide the data to *You*. For example, *We* must provide *You* with historical billing data free of charge:

- (a) for the period 2 years before a request; and
- (b) if the request is in relation to a complaint made by *You* to the *Electricity Industry Ombudsman*.

If *You* want billing data for a period before the date *We* started to supply *You* electricity, *You* will need to ask *Your* former electricity retailer for the billing data.

6. **REVIEW OF BILL**

6.1 ***You* can ask for your bill to be reviewed**

You can ask us to review *Your* bill. Before *We* will review *Your* bill, *You* must agree to pay any future bills and pay:

- (a) the portion of the bill under review that *You* and *We* agree is not in dispute; or
- (b) an amount equal to the average amount of *Your* bills for the previous 12 months.

If *We* review your bill and find it to be incorrect, *We* will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If *We* find the bill is correct, *We*:

- (a) may require *You* to pay the unpaid amount; and
- (b) must tell you that *You* may request to have *Your* Meter tested to establish whether it is measuring accurately.

If the *Meter* is found to comply with the metering standards set in the *Metering Code*, *You* must pay *Us* all costs associated with the test and pay the amount of the bill.

6.2 **Undercharging**

We may recover from *You* any amount *You* have been undercharged. Where *You* have been undercharged as a result of *Our* error, including a metering error:

- (a) *We* will only recover the amount undercharged in the last 12 months prior to the *Meter* reading date on the last bill sent to *You* (the "**Undercharged Amount**"); and
- (b) *We* will not charge *You* interest on the *Undercharged Amount*; and

- (c) We will show the *Undercharged Amount* as a separate item on *Your* bill, together with an explanation of the amount that was undercharged.

We may offer *You* the opportunity to pay the *Undercharged Amount* in instalments. Where *We* have undercharged *You* as a result of fraud by *You*, *We* may take action against *You*. This may include:

- (a) disconnecting supply to *Your Premises* in certain circumstances;
- (b) estimating the electricity usage at the *Premises* for which *You* have not paid *Us*; and
- (c) taking debt recovery action against *You* for the unpaid amount as well as any disconnection costs and *Our* reasonable legal costs.

6.3 **Overcharging**

If *You* have been overcharged *We* will:

- (a) notify *You* of this overcharging within 10 Business Days after *We* become aware of the overcharging;
- (b) provide *You* with a refund for the overcharged amount (the "**Correcting Refund**");
- (c) refund any charge to *You* for testing the meter where the *Meter* is found to be defective; and
- (d) not pay *You* interest on the *Correcting Refund*.

Where *We* are required to pay *You* a *Correcting Refund* under the *Contract*, *You* can choose whether *We* make the *Correcting Refund* as:

- (a) credit to *Your* account;
- (b) payment directly to *You*; or
- (c) a payment to a third party (as instructed by *You* in writing).

If *You* instruct *Us* in accordance with this clause 6.3, *We* will credit or repay the overpayment in accordance with *Your* instructions within 12 Business Days of receiving the instructions. If *We* do not receive any instructions from *You* within 20 Business Days of *Us* advising *You* of the overpayment, *We* will use *Our* reasonable endeavours to credit the amount overcharged to *Your* account.

6.4 **Information available to *You***

You may request from *Us*:

- (a) a copy of the *Small Use Customer Code*;
- (b) information on the *Fees* and *Contract Prices* applicable to the *Contract*;

- (c) information on any Network Access Tariffs applicable to Us; or
- (d) the *Contract*.

We will provide you with the relevant information within 8 *Business Days* of your request. Unless the *Law* requires us to provide the information free of charge, we can ask *You* to pay a reasonable charge for the information.

7. SECURITY

7.1 We can require security from *You*

We can require *You* to provide *Us* with security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.

The amount of *Your* security will be no more than 1.5 times *Your* average bill if *You* pay quarterly or 2 times *Your* average bill if *You* pay monthly. To determine *Your* average bill, We can use *Your* billing history taken over the 3 preceding *Billing Cycle* or the consumption history of similar customers or business types.

If *You* provide a security under this clause, then:

- (a) We will keep the security in a trust account and identify it separately in *Our* accounting records; and
- (b) interest will accrue daily at the bank bill rate (as defined in the *Customer Contracts Regulations*) and is capitalised every 90 days unless paid.

7.2 Use of the security you provide

We will only use *Your* security, together with any accrued interest, to offset any amount *You* owe *Us* if:

- (a) *Your* failure to pay a bill resulted in the disconnection of supply at the *Premises*; or
- (b) *You* default on a final bill; or
- (c) *You* default on *Your* bill and *You* and *Us* agree that We can use the security to avoid disconnection; or
- (d) *You* have so requested because *You* are leaving the *Premises* or asked *Us* to disconnect supply at the *Premises*; or
- (e) *You* transfer to another retailer.

If We use *Your* security under clause 7.2 above, then within 10 *Business Days* We will provide *You* with an account and pay *You* any balance together with any interest.

8. METERING

8.1 Provision of *Equipment*

We or the *Network Operator* will provide, install and maintain *Electricity Supply Equipment*, including the *Meter* and necessary ancillary equipment at the *Premises*, after due consideration of *Your* wishes.

The *Electricity Supply Equipment* remains the property of the *Network Operator* at all times and the *Network Operator* is responsible for installing and maintaining the *Electricity Supply Equipment*.

You must not do anything that will damage or interfere with the *Electricity Supply Equipment* or use electricity in a way that interferes with that equipment.

8.2 **Your responsibilities**

You are responsible for keeping *Your Equipment* in good working order and condition and taking reasonable precautions to protect *Your Equipment* against surges or interruption in the electricity supplied to *You*. *You* must not let anyone other than the holder of an electrical worker's license granted under the *Electricity (Licensing) Regulations 1991 (WA)* work on *Your Equipment*.

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *Electricity Supply Equipment*; or
- (b) do anything that will prevent *Us* from accessing the *Electricity Supply Equipment*; or
- (c) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else; or
- (d) unless *You* have *Our* permission, turn the *Meter* on if the *Meter* has been turned off by *Us* or by the *Network Operator*; or
- (e) allow anyone else to do the things described in this clause 8.2.

9. **ACCESS TO THE PREMISES**

- (a) *You* must let *Us* or persons nominated by *Us* (including the *Network Operator*) have safe and unrestricted access to the *Premises* when *We* need it:
 - (i) to read the *Meter*; or
 - (ii) to inspect or work on the *Electricity Supply Equipment*; or
 - (iii) to inspect the electricity installation;
 - (iv) to disconnect or reconnect *Your* electricity supply; or
 - (v) to inspect or work on *Your Equipment*; or
 - (vi) for any other reason relating to the supply of electricity to the *Premises*.

- (b) We will give You 24 hours' notice before We or the *Network Operator* enters the *Premises* for the purposes allowed in this *Contract*, except:
 - (i) for routine *Meter* reading or *Meter* replacement; or
 - (ii) in an emergency; or
 - (iii) if We suspect that electricity is being used illegally at the *Premises*.
- (c) Subject to relevant *Laws*, if We or the *Network Operator* enters the *Premises* for the purposes of planned work then We will usually give You at least 24 hours notice before we come onto the *Premises*.
- (d) Any representative of the *Network Operator* or Us who enters the *Premises* will wear, in a visible manner in accordance with Our or the *Network Operator's* requirements, official identification or will carry such identification and show it to You if You are at the *Premises*.

10. **ELECTRICITY SUPPLY AT YOUR PREMISES**

10.1 **Your obligations before we supply electricity to You**

If You move into the *Premises*, then before We supply You electricity at the *Premises*, We can require You to:

- (a) apply to Us for electricity supply (by phone, by e-mail, in person or in writing) and provide Us with identification We consider acceptable; and
- (b) provide Us with assurance that We will be able to access the *Meter* (and other *Electricity Supply Equipment*) according to clause 9 (*Access*); and
- (c) provide Us with contact details for billing purposes; and
- (d) provide Us with contact details of the property owner or agent if the *Premises* is a rental property; and
- (e) in the case of a new electricity connection, provide Us with information about Your estimated electricity usage; and
- (f) agree to pay Us all relevant charges and *Fees* according to this *Contract*; and
- (g) provide Us with a security in accordance with clause 7.1; and
- (h) pay Us any outstanding debt You owe Us for the supply of electricity at another *Premises* (but not debts that are subject to a dispute or repayment arrangements).

We will sell You electricity from the day that Your electricity supply is turned on at the *Premises*.

10.2 **If there is an existing connection**

If there is an existing electricity connection at the *Premises*, *We* can ask *You* to pay for all electricity used at the *Premises* since the final *Meter* reading was taken of the previous customer. If a final *Meter* reading was not conducted on the day the previous customer moved out of the *Premises*, *We* will estimate how much electricity *You* used and how much the previous customer used. *We* will try to share the cost of electricity between *You* and the previous customer:

- (a) so that *You* and the previous customer each pay a fair share; and
- (b) so that *We* do not overcharge or undercharge *You*.

We will use *Our* best endeavours to make supply available to *You* at the *Premises* by the date *We* agreed to sell *You* electricity or, if no date was agreed, within 20 *Business Days* from the date of *Your* application.

10.3 **If there is no existing connection**

If *You* move into the *Premises* and it does not already have an existing electricity connection, then before *We* supply *You* electricity at the *Premises* each of the following conditions must be satisfied:

- (a) *You* do the things listed in clause 10.1; and
- (b) the *Electricity Supply Equipment* (and its installation) complies with the regulatory requirements; and
- (c) if *We* ask *You*, *You* have given *Us* notices of installation from an electricity installer; and
- (d) there is an adequate supply available at the boundary of the *Premises*.

10.4 **If you have engaged another retailer**

If at the time of entering into the *Contract*, *You* are supplied electricity at the *Premises* by an electricity retailer other than *Us*, *We* will begin to supply *You* with electricity under the *Contract* on the date *You* are transferred from the other electricity retailer to *Us* by the *Network Operator* in accordance with the *Customer Transfer Code*.

Before *We* supply electricity to *You* at the *Premises*, each of the following conditions must be satisfied:

- (a) *You* do the things listed in clause 10.1;
- (b) the *Electricity Supply Equipment* (and its installation) complies with the regulatory requirements;
- (c) there is an adequate supply available at the boundary of the *Premises*; and
- (d) the *Meter* at the *Premises* is available to use.

10.5 **Moving out of the Premises**

If *You* move out of the *Premises* and no longer wish to obtain electricity supply at the *Premises*, *You* must advise *Us*:

- (a) at least 3 *Business Days* before *You* move out; and
- (b) of an address where the final bill can be sent.

If *You* advise *Us* as described in clause 10.5(a), and *You* move out of the *Premises* at the time specified in *Your* notice, *We* will make a final *Meter* reading on the day that *You* move out of the *Premises* and issue a final bill to *You*. In that case, *You* are only required to pay for electricity used up to the day *You* move out of the *Premises*.

If *You* advise *Us* as described in clause 10.5(a), and *You* move out of the *Premises* before the time specified in *Your* notice then *You* must pay for electricity up to the time specified in *Your* notice unless *You* have demonstrated to *Us* that *You* were evicted from the *Premises* or were otherwise required to vacate the *Premises*.

If *You* do not advise *Us* as described in clause 10.5(a), then subject to any applicable *Laws*, *We* may require *You* to pay for electricity used at the *Premises* for up to a maximum of 5 days after *We* discover that *You* have moved out of the *Premises*. However, *We* will not require *You* to pay for electricity used at the *Premises* from the time that a new customer has an obligation to pay for electricity supply at the *Premises* under a new *Contract*.

If *Your* final bill is in credit after *You* have paid *Us* all amounts payable under clause 10.5, then *You* can choose to have *Us* credit *Your* new account with this amount or repay the amount to *You*.

You agree to:

- (a) co-operate with the *Network Operator* in relation to connecting *Your Premises* to the *Electricity Network*; and
- (b) allow *Us* to give the *Network Operator* *Your* details.

We may ask the *Network Operator* to do things for *Us* (such as turn on *Your* electricity supply or read *Your Meter*). Where the *Contract* says *We* will do things that relate to the disconnection or reconnection of supply and the *Electricity Supply Equipment*, *We* may ask the *Network Operator* to do those things for *Us*.

11. COMPLAINTS

You may make a complaint to *Us* about anything *We* have done or have failed to do. *We* will manage any complaint according to the Australian Standard on Complaints Handling (ASO ISO 10002-2006).

If *You* are unhappy with *Our* response, *You* may make a complaint to a higher level within *Our* organisation. If *You* are still unhappy with *Our* response, then *You* may refer the complaint to the *Electricity Industry Ombudsman* (*You* should give *Us* the opportunity to respond to *Your* complaint before *You* refer it to the *Electricity Industry Ombudsman*).

You can contact Us or visit Our website for further information about Our complaints handling process and the Electricity Industry Ombudsman.

12. DISCONNECTION

12.1 Emergencies

We can arrange for the Network Operator to turn off your electricity at any time without notice to You in an Emergency, or if necessary to reduce the risk of fire or if required by Law. In this case, You can get information on the nature of the Emergency and an estimate of when electricity supply is likely to be restored by contacting the Network Operator's 24-hour emergency line.

We will do our best to arrange for the Network Operator to turn Your electricity on again as soon as possible.

Nothing in the Contract limits Our, or the Network Operator's, statutory powers in relation to emergencies and safety.

12.2 Planned work

We can interrupt or disconnect Your electricity supply if the Network Operator needs to carry out planned work on the Electricity Network. If this occurs, We will provide You with notice of any planned work as required by any Relevant Regulations.

12.3 Other reasons you may be disconnected

We can arrange the Network Operator to disconnect Your electricity supply (and We can charge You a fee for disconnecting Your electricity supply) if We act in accordance with clause 12.4 and:

- (a) *You fail to pay a bill (either for the Premises or a previous Premises) in full by the due date shown on the bill (see clause 4 (Billing) for information about billing); or*
- (b) *You do not agree to a Payment Plan or other payment option; or*
- (c) *You do not perform Your obligations under a Payment Plan or other payment option; or*
- (d) *You do not give Us or the Network Operator safe and unrestricted access to the Premises or the Meter (see clause 8 (Metering) for information accessing the Premises); or*
- (e) *You commit a fraud relating to Our supply of electricity to You at the Premises or any other Premises; or*
- (f) *You get electricity supplied to the Premises illegally or in breach of a Relevant Regulation or code; or*
- (g) *where We require You to provide Us security, You fail to provide it to Us (see clause 7.1 for information about security); or*

- (h) *You* fail to keep *Your Equipment* in good working order or condition (see clause 8 (*Metering*) for information about *Your Equipment*); or
- (i) *You* get electricity supplied to the *Premises* in breach of this *Contract*.

We can charge *You* a fee for disconnecting *Your* electricity supply in these circumstances.

12.4 **Failure to pay a bill**

If *We* wish to disconnect *Your* electricity supply because *You* fail to pay a bill, then *We* will:

- (a) give *You* a *Reminder Notice* not less than 13 *Business Days* from the date that *We* issued *You* the bill advising *You* that payment is overdue and requiring payment by a specified date (which will be not less than 18 *Business Days* after the date that *We* issued *You* the bill);
- (b) if *You* still have not paid *Us* by the time indicated in the *Reminder Notice*, then give *You* a *Disconnection Warning* advising *You* that *We* will disconnect *You* on a day that is at least 5 *Business Days* after *We* give *You* the *Disconnection Warning*;
- (c) not disconnect *You* until at least 1 *Business Day* after the date that *We* say *We* will disconnect *Your* electricity supply in the *Disconnection Warning*; and
- (d) advise *You* of the existence and operation of the *Electricity Industry Ombudsman* and specifying the freecall telephone number of the *Electricity Industry Ombudsman*.

We will not disconnect *You* unless:

- (a) *You* have not accepted *Our* offer of a *Payment Plan* (if any) within the specified period; or
- (b) *You* have accepted *Our* offer of a *Payment Plan*, but not have taken reasonable action towards settling the debt within the specified time.

For more information about *Your* options if *You* have payment difficulties, refer to *Your* bill, visit *Our* website or call *Us*.

12.5 **Failure to provide access to the *Premises***

If *We* wish to disconnect *Your* electricity supply because *You* fail to give *Us* or the *Network Operator* access to the *Premises*, *We* will:

- (a) only disconnect *You* if *You* have denied access for the purposes of reading the *Meter* for the purposes of issuing 3 consecutive bills;
- (b) give *You* a notice requesting access to the *Meter* at the *Premises* each time access was denied;

- (c) use *Our* best endeavours to contact *You*;
- (d) give *You* an opportunity to offer reasonable alternative access arrangements; and
- (e) send to *You* a *Disconnection Warning* advising *You* that *We* will disconnect *Your* electricity supply on a day that is at least 5 *Business Days* after *You* are deemed to receive the *Disconnection Warning*.

12.6 **Failure to give security**

If *We* wish to disconnect *Your* electricity supply under clause 12.3(g) because *You* fail to provide any required security to *Us*, *We* will only disconnect *Your* electricity supply after *We* send to *You* a *Disconnection Warning* advising *You* that *We* will disconnect *Your* electricity supply on a day that is at least 5 *Business Days* after *You* are deemed to receive the *Disconnection Warning* in accordance with clause 21.1.

12.7 **When we must not disconnect you**

We must not disconnect *Your* electricity supply if:

- (a) *You* give *Us* a statement from a *Medical Practitioner* stating that *Your* electricity supply is necessary to protect the life or health of a person who lives at the *Premises* and *You* have entered into arrangements acceptable to *Us* in relation to payment; or
- (b) *You* have applied for a government concession or grant and the application has not been determined; or
- (c) *You* have made a complaint to the *Electricity Industry Ombudsman* about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved; or
- (d) *You* have agreed to a *Payment Plan* or other payment option; or
- (e) *You* cannot pay *Your* bill because of a lack of income or other means and *We* have not done the things *We* must do in clause 12.4; or
- (f) *You* have not paid *Your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and *You* have agreed to repay the outstanding amount; or
- (g) *You* have an amount outstanding on *Your* bill that does not relate to the supply of electricity but relates to some other good or service; or
- (h) disconnection would occur after 12:00 noon on a Friday, after 3.00 pm on any other weekday, on a weekend or on a public holiday or the *Business Day* before a public holiday, except in the case of interruptions or disconnections for planned work (see clause 12.2 for information about planned work); or

12.8 **If you are disconnected**

If the *Network Operator* disconnects *Your* electricity supply at *Our* request under this clause 12, then:

- (a) *We* can or *You* can arrange for the *Network Operator* to remove or physically disconnect the *Meter* at the same time that the supply of electricity to *You* is disconnected, or at a later time; and
- (b) *We* can charge *You* a fee for removing or physically disconnecting the *Meter* and replacing or physically reconnecting the *Meter* except if our actions were due to:
 - (i) an *Emergency* not caused by *You*; or
 - (ii) planned work; and
- (c) *You* must not reconnect the electricity supply.

12.9 **If we suspect you are obtaining electricity illegally**

If *We* think *You* have used, or are obtaining electricity illegally, then *We* can advise the Director of Energy Safety, the *Network Operator* and the police (as appropriate) and give them any information that *We* have in relation to *Your* electricity use.

13. **RECONNECTION**

If *Your* electricity supply is disconnected under clause 12 (*Disconnection*), then *We* will arrange for the *Network Operator* to reconnect *Your* electricity supply when *You* ask *Us* to reconnect *Your* electricity supply and *We* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

We can charge *You* a fee for reconnecting *Your* electricity supply except if the disconnection was due to:

- (a) an *Emergency*; or
- (b) planned work.

14. **OPERATION OF THE ELECTRICITY NETWORK**

As an electricity retailer, *We* are not responsible for the operation of the *Electricity Network*. The *Electricity Network* is operated by the *Network Operator* and *We* cannot control the way in which the *Network Operator* operates the *Electricity Network*.

If *You* raise a concern with *Us* about *Your* electricity supply *We* may forward *Your* concerns to the *Network Operator*. However if required, *We* can also:

- (a) supply *You* with a copy of the distribution standards if *You* pay *Us* a fee;

- (b) respond to a request about changes in the quality of *Your* electricity supply that exceed the distribution standards; and
- (c) advise *You* about things *You* can do to avoid interfering with *Electricity Network* equipment or another person's electricity supply.

15. PROTECTED RIGHTS AND LIABILITY

15.1 Consumer guarantees

If *You* are a *Consumer*, then certain consumer guarantees will apply in respect of *Our* supply of goods (including electricity) or services (if any) to *You* under applicable *Consumer Laws*. These terms cannot be excluded or modified by any provision of this *Contract*. If *We* fail to comply with these consumer guarantees then *You* may have a right against *Us* under the *Australian Consumer Law*.

15.2 Limitations on liability

Our liability, if any, under this *Contract* is limited to the maximum extent permitted by section 64A of the *Australian Consumer Law*. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, *Our* liability for breach of this *Contract* is limited to (at *Our* option):

- (a) in the case of goods being electricity:
 - (i) the replacement of the electricity or the supply of equivalent electricity;
 - (ii) the payment of the cost of replacing the electricity or of acquiring equivalent electricity; or
- (b) in the case of services:
 - (i) the supply of the service again; or
 - (ii) the payment of the cost of having the services supplied again.

You must take reasonable precautions to minimise the risk of loss or damage to any equipment, *Premises* or business which may result from poor quality, or reliability of electricity supply.

Notwithstanding any other provision of this *Contract*, nothing in this *Contract* is to be read as excluding, restricting or modifying the application of any legislation which by *Law* cannot be excluded, restricted or modified.

Except as expressly set out in this *Contract*, any representation, warranty, condition or undertaking which would be implied in this *Contract* by *Law*, is excluded to the maximum extent permitted by *Law*.

For more information about *Our* liability to *You* under this *Contract*, visit *Our* website or call *Us*.

16. **PRIVACY AND PERSONAL INFORMATION**

We respect *Your* privacy and will only use and disclose *Your* personal information as permitted by the *Privacy Act 1988* (Cth) and in accordance with *Our Privacy Policy*. We will otherwise comply with all relevant privacy legislation in relation to *Your* personal information.

Unless *We* are permitted to do otherwise under this *Contract*, *We* will keep *Your* information confidential. In particular *We* will keep *Your* information confidential unless (in accordance with the *Small Use Customer Code*):

- (a) *We* have *Your* prior written consent; or
- (b) the *Law* (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *Us* to disclose certain information; or
- (c) *We* need to use the information for *Our* regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- (d) the information is already in the public domain; or
- (e) *We* believe *You* have used electricity illegally and, as a result, *We* provide relevant information to the Economic Regulation Authority or the Director of Energy Safety; or
- (f) *We* use the information for business purposes.
- (g) *You* have not paid *Your* electricity bill, and *We* disclose information to a credit reporting agency, but *We* will not provide information about a default to a credit reporting agency if:
 - (i) *You* have made a complaint in good faith about the default and the complaint has not been resolved; or
 - (ii) *You* have requested *Us* to review *Your* electricity bill and the review is not yet completed.

For more information about *Our Privacy Policy*, visit *Our* website or call *Us*.

17. **INFORMATION**

We will provide or make the following available to *You*:

- (a) a copy of the terms and conditions of this *Contract*; and
- (b) a copy of the *Relevant Regulations* and a copy of any code; and
- (c) a copy of the distribution standards; and
- (d) information about *Our* policies, *Our* customer service charter and *Our* complaints handling process; and

- (e) information about the *Contract Price* and other *Fees You* must pay; and
- (f) information about energy efficiency; and
- (g) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 5.3 of this *Contract*; and
- (h) *Your* billing data according to clause 5.4; and
- (i) any other information *We* said *We* would give *You* in this *Contract*.

Unless *We* are legally required to provide the information free of charge, *We* will charge *You* a reasonable fee.

You must advise *Us* as soon as possible if:

- (a) here is a change in *Your* contact details or the address to which *Your* bills are to be sent; or
- (b) the person responsible for paying *Your* bills changes; or
- (c) *You* change something at the *Premises* which makes *Our* access to the *Meter* more difficult; or
- (d) *You* become aware of a problem with the *Electricity Supply Equipment* which is at, or reasonably close to, the *Premises*; or
- (e) *You* change the way *You* use electricity; or
- (f) *You* are planning a change to *Your Equipment* that may affect the quality or safety of electricity supply to *You* or anyone else.

18. **ASSIGNMENT**

You may not assign this *Contract* without *Our* prior written consent.

We may assign, or otherwise dispose of the whole or any part of *Our* interest in this *Contract* to a person who acquires all or a substantial portion of the assets of *Our* business of retailing energy without *Your* prior consent.

19. **VARIATION**

19.1 *We* can change the terms and conditions of the *Contract* from time to time without *Your* consent subject to those changes being approved by the Economic Regulation Authority, in which case *Your Contract* will be deemed to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

19.2 If *You* do not agree with an amendment approved by the Economic Regulation Authority, then *You* can end this *Contract* by doing the things described in clause 2 (*Commencement and Term*).

20. **EVENTS BEYOND YOUR CONTROL**

20.1 ***Events Beyond Your Control***

If an *Event Beyond Your Control* occurs and prevents *You* from performing any of *Your* obligations under this *Contract* to any extent, *You* must tell *Us* as soon as reasonably practicable, and *You* are then not required to perform that obligation to the extent and for as long as *You* are prevented by that *Event Beyond Your Control*. However, you must pay *Your* bill by the due date shown on the bill, even if an event beyond *Your* control occurs.

20.2 ***Events Beyond Our Control***

If an *Event Beyond Our Control* occurs and prevents *Us* from performing any of *Our* obligations under this *Contract* to any extent, then *We* are not required to perform that obligation to the extent and for as long as *You* are prevented by that *Event Beyond Your Control*. If such an *Event Beyond Our Control* occurs and *We* consider it appropriate to do so, *We* may notify *You* of the *Event Beyond Our Control* by any reasonable means, including by a public announcement.

21. **NOTICES**

21.1 **Generally**

Unless otherwise provided in this *Contract*, a notice does not have to be in writing.

Any notice or communication given under this *Contract* is,

- (a) subject to clause 21.1(b), taken to be received:
 - (i) in the case of a verbal communication, at the time of the communication;
 - (ii) in the case of hand delivery, on the date of delivery;
 - (iii) in the case of post, on the second business day after posting;
 - (iv) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
 - (v) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
- (b) if received after 5.00 pm or on a day other than a *Business Day*, taken to be received on the next *Business Day*.

21.2 **Electronic communication**

We can use electronic communication (such as e-mail or SMS) to give information to *You* with *Your* consent.

We can decide procedures as to how electronic communication will operate and what things can be communicated electronically. If *You* are not able to receive information by electronic means, we may decide to give information to *You* by other means such as mail. For more information about electronic communication, please contact *Us*

22. PUBLICATION OF INFORMATION

In this *Contract*, when *We* say *We* will publish information *We* will:

- (a) post information on *Our* website; or
- (b) communicate to *You* information at the *Premises* according to clause 21.

23. GST

23.1 Definitions used in this clause

In this clause:

- (a) GST has the meaning given to that term in the *GST Law*; and
- (b) adjustment note, recipient, supplier, tax invoice and taxable supply have the meanings given to those terms in the *GST Law*.

Unless *We* state otherwise, any amount payable under this *Contract* does not include *GST*.

23.2 Taxable supply

To the extent that any supply made under or in connection with this *Contract* is a taxable supply, the *GST* exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which *GST* is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.

If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of *GST* paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the *GST* paid by *You*:

- (a) *We* must provide a refund or credit to *You*, or *You* must pay a further amount to *Us*, as appropriate, at the same time as the *GST* exclusive component of the adjustment is refunded or paid;
- (b) the refund, credit or further amount (as the case may be) will be calculated by *Us* in accordance with the *GST Law*; and
- (c) *We* must notify *You* of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of *GST* payable. If there is an adjustment event in relation to the supply, *Our* requirement to notify *You* will be satisfied by *Us* issuing to *You* an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

23.3 **Parties to cooperate**

Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of *GST* paid or payable in respect of any supply made under or in connection with this *Contract*.

23.4 **Reimbursements**

If a payment to a party under this *Contract* is a payment by way of reimbursement or indemnity and is calculated by reference to the *GST* inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for *GST* pursuant to this clause 23.

24. **UNSOLICITED CONSUMER AGREEMENT**

Where this *Contract* is an *Unsolicited Consumer Agreement*:

- (d) *You* have a right to end the *Contract* within the *Cooling-off Period*;
- (e) *We* will not supply electricity to *You* under the *Contract* during the *Cooling-off Period* unless *You* request supply; and
- (f) *You* must pay *Us* for electricity supplied and for any services provided in connection with that supply if:
 - (i) at the request, electricity is supplied to *You* by *Us* during the *Cooling-off Period*; and
 - (ii) *You* exercise *Your* right to end the *Contract* during the *Cooling-off Period*.

25. **GENERAL**

25.1 **No limitation**

Nothing in this *Contract* limits or excludes the rights, powers and remedies that *We* have at law or in equity. The *Contract* also does not in any way limit *Our* obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

25.2 **Entire agreement**

The *Contract* and all applicable written laws, represent the entire agreement between *You* and *Us* relating to the matters covered by this *Contract*.

25.3 **Survival upon termination**

Clauses 3 (*Charges and Fees*), 5 (*Payment*), 6.2, 7.2, 9 (*Access*), 10 (*Electricity Supply at Your premises*), 16 (*Privacy and personal information*), 21 (*Notices*), 25.6 and 25.7 will survive termination of this *Contract*.

25.4 **Severability**

If any term or clause of this *Contract* is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this *Contract*.

25.5 **Waiver**

If *We* do not exercise *Our* rights under this *Contract* it will not constitute a waiver of those rights.

25.6 **Fraudulent or illegal consumption of electricity**

If *You* have consumed electricity fraudulently or not in accordance with applicable *Law*, *We* may recover from *You* any amount which *We* reasonably estimate constitutes the amount by which *We* have not charged or undercharged *You*.

25.7 **Governing law**

The *Contract* is governed by the laws of the State of Western Australia.

26. **INTERPRETATION**

In the *Contract*, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa; and
- (b) reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a reference to a person includes a public body, company, or association or body of persons, incorporated or unincorporated; and
- (d) reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns; and
- (e) a reference to a clause is a reference to a clause of the *Contract*; and
- (f) headings are included for convenience and do not affect the interpretation of the *Contract*; and
- (g) reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow; and
- (j) reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission; and
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind; and
- (l) reference to a month is to a calendar month and a reference to a year is to a calendar year; and
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day; and
- (n) if a date stipulated for payment or for doing an act is not a *Business Day*, the payment must be made or the act must be done on the next *Business Day*; and
- (o) reference to a monetary amount means that amount in Australian currency.

27. DEFINITIONS

In this *contract*, unless the context otherwise requires:

"**Adjustment Date**" is defined in clause 3.4.

"**Australian Consumer Law**" means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

"**Billing Cycle**" means the regular recurrent period in which *You* are deemed to receive a bill from *Us*.

"**Business Day**" means any day except a Saturday, Sunday or public holiday in Western Australia.

"**Change in Law**" is defined in clause 3.4.

"**Commencement Date**" is defined in clause 2.1.

"**Consumer**" has the meaning given in the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 2010* (WA).

"**Contract**" means the legally binding agreement between *You* and *Us*, of which these are the terms and conditions.

"**Contract Price**" means the charge or charges for electricity as set out in the *Customer Schedule* (which may include a *Peak Energy Price* and an *Off-Peak Energy Price*), as may be adjusted from time to time in accordance with the *Contract*.

"Cooling-off Period", as it applies to an *Unsolicited Consumer Agreement*, means the period during which the *Consumer* may terminate the *Unsolicited Consumer Agreement* and is the longest of the following periods:

- (a) if the agreement 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 agreement was made;
- (b) if the agreement was negotiated by telephone—the period of 10 *Business Days* starting at the start of the first business day after the day on which the consumer was given the agreement document relating to the agreement;
- (c) if one or more of the following were contravened in relation to the agreement:
 - (i) section 73 of the *Australian Consumer Law* (permitted hours for negotiating an unsolicited consumer agreement);
 - (ii) section 74 of the *Australian Consumer Law* (disclosing purpose and identity);
 - (iii) section 75 of the *Australian Consumer Law* (ceasing to negotiate on request);

the period of 3 months starting at the start of the first day after the day on which the agreement was made or, if the agreement was negotiated by telephone, the agreement document was given;

- (d) if one or more of the following were contravened in relation to the agreement:
 - (i) section 76 of the *Australian Consumer Law* (informing consumer of termination period);
 - (ii) a provision of Subdivision C of the *Australian Consumer Law* (requirements for unsolicited consumer agreements);
 - (iii) section 86 of the *Australian Consumer Law* (prohibition on supplies for 10 *Business Days*);

the period of 6 months starting at the start of the first day after the day on which the agreement was made or, if the agreement was negotiated by telephone, the agreement document was given;

- (e) such other period as the *Unsolicited Consumer Agreement* provides.

"Consumer" has the meaning given in the *Australia Consumer Law*.

"Consumer Laws" means the *Australian Consumer Law* and the *Fair Trading Act 2010 (WA)*.

"Correcting Refund" is defined in clause 6.3(b).

"CPI" means the Consumer Price Index (All Groups for the City of Perth) published quarterly by the Australian Bureau of Statistics or if that index is no longer published or the way it is calculated materially changes, such substitute index as determined by Amanda Energy acting as a reasonable and prudent person which most closely approximates the original effect of that index.

"CPI Escalation" means the following formula:

$$A = B \times \frac{\text{CPI}_n}{\text{CPI}_{n-1}}$$

Where

A the Price payable from and including the relevant Adjustment Date;

B the Price payable immediately before the relevant Adjustment Date;

CPI_n the CPI for the quarter ending 3 months before the Adjustment Date;

CPI_{n-1} the CPI applying in the quarter ending 6 months before the Adjustment Date.

Customer Contracts Regulations means the *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

"**Customer Schedule**" means the customer schedule provided to you pursuant to clause 3.1, as amended from time to time.

"**Customer Transfer Code**" means the *Electricity Industry Customer Transfer Code 2004* in force from time to time.

"**Disconnection Warning**" means a notice in writing that *We* issue to *You* advising *You* of a date that *We* may disconnect *You* if *You* have not paid *Your* bill or for health and safety reasons and explaining the complaint handling process that *You* can use if *You* disagree with *Your* bill.

"**Electricity Industry Ombudsman**" means the Energy and Water Ombudsman approved by the Economic Regulation Authority.

"**Electricity Network**" means the South West Interconnected System.

"**Electricity Supply Equipment**" means the *Meter* and any electrical facilities or other equipment used to transmit or measure electricity for transfer to *You*, before the point where electricity is transferred from the *Meter*.

"**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 *Electricity Network* security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“Event Beyond Your Control” or **“Event Beyond Our Control”** means an event or circumstance affecting *You* (in the case of an *Event Beyond Your Control*) or *Us* (in the case of an *Event Beyond Our 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 a distribution system or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004* (WA)) but excludes *Your* or *Our* inability to pay any money due under this *Contract* for any reason whatsoever.

"Fees" means a charge that is not a *Contract Price*.

"GST" means GST as defined in GST Law.

"GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

"Law" means:

- (a) the common law (as it applies in the State of Western Australia);
- (b) all present and future acts of the Parliament of the Commonwealth and of the Parliament of the State of Western Australia; and
- (c) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all government agencies.

"Medical Practitioner" means an individual who is registered as a *Medical Practitioner under the Medical Act 1894* (WA).

"Meter" means the equipment used to measure the volume of electricity that *We* supply to *You*, which does not form part of the *Electricity Network*.

"Metering Code" means the Electricity Industry Metering Code 2005 in force from time to time.

"Network Access Tariff" means the fees payable by *Us* to the *Network Operator* from time to time for the transmission and distribution of access services.

"Network Operator" means the entity who owns and operates the *Electricity Network* (as described in section 3 of the *Energy Coordination Act 1994* (WA)).

[**Note:** The *Network Operator* is responsible for the *Electricity Network*, which is the system via which electricity is delivered to *You*. We have no control over the *Electricity Network*.]

"Off-Peak Energy Price" means the "Off-Peak Energy Price" (if any) specified in the *Customer Schedule*, which is payable for the electricity supplied to *You* during any *Off-Peak Period*.

"Off-Peak Period" means a period that is not a *Peak Period*.

"Payment Plan" means a payment option, such as payment by instalments, *We* offer *You* if *You* are having difficulties paying *Your* bill. You can call *Us* or visit *Our* website for more information about *Payment Plans*.

"Peak Energy Price" means the "Peak Energy Price" (if any) specified in the Customer Schedule, which is payable for electricity supplied to *You* during any *Peak Period*.

"Peak Period" means a period between 8:00 am and 10:00 pm (WST) on any Monday, Tuesday, Wednesday, Thursday or Friday.

"Premises" means the address to which electricity will be supplied to *You* under the *Contract*.

"Privacy Policy" means the policy specifying the steps taken by *Us* to maintain customer confidentiality and which can be obtained on request from *Our* customer service centre or from *Our* website.

"Relevant Regulations" means the regulations that are relevant to *Our* supply of electricity to *You* under this *Contract* and include the *Customer Contracts Regulations*.

"Reminder Notice" means a notice in writing that *We* issue to *You* advising *You* that *You* have not paid *Your* bill and explaining how *We* may assist *You* if *You* are experiencing payment difficulties.

"Small Use Customer Code" means the *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2008* (WA) in force from time to time.

"Undercharged Amount" is defined in clause 6.2(a);

"Unsolicited Consumer Agreement" has the meaning given by section 69 of the *Australian Consumer Law* and includes an agreement that is:

- (a) for the supply, of electricity to a consumer; and
- (b) made as a result of negotiations between *Us* and the consumer:
 - (i) in each other's presence at a place other than our business or trade premises; or
 - (ii) by telephone;

whether or not they are the only negotiations that precede the making of the agreement; and

- (c) the consumer did not invite *Us* to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of electricity (whether or not the consumer made such an invitation in relation to a different supply); and

- (d) the total price paid or payable by the consumer under the agreement:
 - (i) is not ascertainable at the time the agreement is made; or
 - (ii) if it is ascertainable at that time—is more than \$100 or such other amount prescribed by the regulations.

The consumer is not taken, for the purposes of subsection (c), to have invited *Us* to come to that place, or to make a telephone call, merely because the consumer has:

- (a) given his or her name or contact details other than for the predominant purpose of entering into negotiations relating to the supply of the electricity referred to in subsection (c); or
- (b) contacted *Us* in connection with an unsuccessful attempt by *Us* to contact the consumer.

An invitation merely to quote a price for a supply is not taken, for the purposes of subsection (c), to be an invitation to enter into negotiations for a supply.

(A "**negotiation**", in relation to an agreement or a proposed agreement, includes any discussion or dealing directed towards the making of the agreement or proposed agreement (whether or not the terms of the agreement or proposed agreement are open to any discussion or dealing)).

“**We**”, “**Our**” and “**Us**” means Amanda Energy Pty Ltd (ABN 45 163 376 163) and where the context requires *Our* employees, subcontractors, agents and successors in title;

“**You**” and “**Your**” refers to the person to whom electricity is (or will be) supplied under this *Contract*;

“**Your Equipment**” means all equipment located after (downstream of) the point that electricity leaves the *Meter* at the *premises* which is used to take supply of or consume electricity except any *Electricity Supply Equipment*.