



## Standard Form Contract for the Supply of Electricity to Small Use Customers

AER Retail Pty Ltd

and

[Party Name]

**Draft dated June 2015**

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## STANDARD TERMS AND CONDITIONS

### Supply of Electricity to Small Use Customers

Date

2014

#### Parties

**AER Retail Pty Ltd**  
Seller

ACN 160 019 983  
88 Tweeddale Road, Applecross, WA 6153

**[Party Name]**  
Customer

**[ABN/ACN]**  
**[Address]**

#### 1. Supply of electricity

- (a) We will sell you electricity in accordance with these terms and conditions only if you are a Business Customer.
- (b) These terms and conditions apply to the sale of electricity to all our customers who are party to our Standard Form Contract.
- (c) We can change the terms of this Contract in accordance with the *Electricity Industry Act 2004* (WA). If these terms change and those changes are approved by the Economic Regulation Authority then your Contract will be deemed to be amended to reflect these changes, and we do not require your consent to do this. Any changes will be published as required by the Economic Regulation Authority.

#### 2. Code of Conduct

- (a) If you are a Business Customer who consumes less than 160 megawatt hours of electricity per annum, we will supply electricity to you under this Contract in accordance with the Code of Conduct.
- (b) The Code of Conduct regulates the conduct of electricity retailers, network operators and electricity marketing agents. The Code of Conduct is designed to protect the interests of residential and small business users. Matters covered by the Code of Conduct include electricity marketing, billing, connection, payment, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters in remote communities, information and communications, complaints and dispute resolution, record keeping and compensation payments to customers for breaches of the Code of Conduct.



- (c) You can obtain more information about the Code of Conduct from us or from the Economic Regulation Authority ([www.era.gov.au](http://www.era.gov.au)).

### **3. When the Contract starts**

This Contract will start on the date that you and we sign this Contract.

## **4. Charges**

### **4.1 Electricity Charge**

You must pay us for the electricity we supply to you under this Contract in accordance with the Electricity Charges stated in the Electricity Charges Schedule.

### **4.2 Fees**

You must also pay certain Fees which we incur in the normal course of supplying electricity to you. We will publish a full list these Fees from time to time either by sending a copy of the Fees to you in your next bill or by publishing them on our website.

Fees include, but are not limited to:

- (a) Disconnection and/or reconnection of your electricity supply.
- (b) Payment fees such as credit card fees.
- (c) Overdue account notices.
- (d) Meter testing in accordance with clause 7.3.

### **4.3 Changes to the Fees**

- (a) We reserve the right to change the Fees at any time.
- (b) If we alter the Fees, we will give notice to you on your next bill and we will also publish the changes on our website.

## **5. Adjustments for change in Relevant Taxes**

If a change in a Relevant Tax occurs or a new Relevant Tax is imposed, we may adjust the Electricity Charge to the extent necessary to reflect that proportion of the effect of that change in Relevant Tax or new Relevant Tax 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.



## **6. Adjustments for Change in Law**

If a Change in Law occurs, we may adjust the Electricity Charge to the extent necessary to put us into the position we would have been in under the Contract had it not been for the Change in Law.

## **7. How we calculate your electricity use**

### **7.1 Meter reading**

- (a) We will charge you for the electricity consumed at the Premises as measured by the Meter.
- (b) We will use Meter readings taken by the Network Operator to prepare your bill.
- (c) If you would like a copy of the Meter readings we receive from the Network Operator, please advise us and we will provide you the information within 10 Business Days of you contacting us.
- (d) If we cannot reasonably base a bill on a Meter reading provided to us, then we will provide you with an estimated bill based on one of the following (we will choose which one) –
  - (i) your reading of the Meter; or
  - (ii) your prior billing history; or
  - (iii) if we do not have your prior billing history, the average usages of electricity by those customers who we consider are in a comparable position to you (generally by location or usage pattern).
- (e) If we have provided you with an estimated bill and we subsequently obtain a Meter reading from the Network Operator, then your next bill will be adjusted to take account of that Meter reading.
- (f) If for at least 12 consecutive months you have denied the Network Operator access to the Meter, we will:
  - (i) give you 5 business days notice advising you of the next date or timeframe of a scheduled meter reading at your Premises and also requesting access to the Meter. The notice will also advise you that we will arrange for disconnection if you fail to provide access to the meter.
  - (ii) give you the opportunity to provide reasonable alternative access to the Network Operator.
  - (iii) where appropriate, have the Network Operator inform you of the availability of alternative Meters which are suitable for your Premises.
  - (iv) use our best endeavours to contact you.



- (v) issue to you a disconnection warning 5 business days before disconnecting your electricity supply.

## **7.2 Existing connection at Premises**

If:

- (a) there was an existing electricity connection at the Premises when you began your occupancy; and
- (b) a final Meter reading was not carried out on the day the previous occupier left the Premises,

we will estimate the previous occupant's electricity consumption based on one of the following (we will choose which one):

- (c) your reading of the Meter the day you begin to occupy the Premises; or
- (d) the previous occupant's prior billing history; or
- (e) if we do not have the previous occupant's prior billing history, the average usages of electricity by those customers who we consider are in a comparable position to them (generally by location or usage pattern).

## **7.3 You can ask for a Meter test**

- (a) You can ask us to arrange with the Network Operator for the Meter to be tested to ensure that it is measuring accurately. The Network Operator may charge you for providing this service, and we will pass on to you any costs that the Network Operator charges us for providing this service.
- (b) If the Meter is tested and found to be defective due to events Beyond Your Control, we will refund these costs to you and arrange to have the Network Operator replace your Meter at no cost to you.

## **8. Bills**

### **8.1 When we will bill you**

We will bill you in accordance with the billing cycle that we set for our customers from time to time. As an indication, our billing cycle is expected to be once every month.

### **8.2 Paying your bill**

- (a) You must pay the total amount payable for each bill by the due date. The due date will be at least 12 Business Days from the date of the bill.
- (b) You can find the range of payment options that you can choose from by referring to your bill, or by visiting our website.
- (c) No payment Fees apply if you choose to pay your bill by direct debit.



- (d) If you choose to pay your bill by credit card (Visa or Mastercard) a transaction Fee will apply. We publish Fees from time to time either by sending a copy of the Fees to you in your next bill or by publishing them on our website.

### **8.3 If you are having trouble paying your bill**

If you are having trouble paying your bills, please advise us. We will assess your request within 3 Business Days of you contacting us. We may be able to offer assistance in accordance with Part 6 of the Code of Conduct, however you must qualify for this assistance.

### **8.4 If you don't pay your bill**

- (a) If you do not pay the full amount payable for any bill by the due date then we will:
  - (i) send a reminder notice to you, not less than 13 business days from the date of dispatch of the bill, warning you that you are in breach of this Contract, and include advice on how we may assist in the event of you experiencing payment difficulties or financial hardship; and
  - (ii) use our best endeavours to contact you,we may also:
  - (iii) charge you a Fee for the overdue account notice we send to you;
  - (iv) charge you interest at the Specified Rate on the amount you haven't paid. Interest will be applied immediately should your account become overdue; and
  - (v) shorten your billing cycle.
- (b) If your bill remains unpaid for 5 business days after receiving a reminder under clause 8.4(a)(i) we may issue a disconnection warning and arrange with the Network Operator for disconnection of your electricity supply no sooner than 5 business days after you received the disconnection warning, in accordance with the Network Operator's procedures. The disconnection warning will also include details about the existence and operation of complaint handling processes including the Ombudsman, and the Ombudsman's freecall telephone number.

## **9. Disconnection**

- (a) We may arrange with the Network Operator for disconnection of your supply if:
  - (i) subject to clause 9(c) and section 7.2 of the Code of Conduct, you fail to pay your bill in accordance with clause 8 of the Contract;





- (ii) subject to section 7.4 of the Code of Conduct and Clause 7.1(f), you deny us access to your Meter in accordance with clause 17;
  - (iii) subject to clause 18.1 and section 7.5 of the Code of Conduct, there is an Emergency;
  - (iv) you request us to do so;
  - (v) you undertake prohibited activity in contravention of clause 15;
  - (vi) you fail to provide security when requested to do so in accordance with clause 13; or
  - (vii) we are legally required to do so.
- (b) Except where we are required to disconnect your supply under clause 9(a)(iii) and 9(a)(iv), we will not disconnect your supply where:
- (i) you have lodged with us a complaint directly related to the reason for the proposed disconnection, and that complaint remains unresolved; or
  - (ii) the Network Operator, Ombudsman or an external dispute resolution body advises us that there is a complaint made to the Network Operator, Ombudsman or an external resolution body directly related to the reason for the proposed disconnection; or
  - (iii) you have provided us with a written statement from an appropriately qualified medical practitioner that a person residing at your supply address requires life support equipment.
- (c) We will not disconnect your supply for failure to pay your bill:
- (i) within 1 Business Day after the expiry of the period referred to in the disconnection warning issued under clause 8.4(b);
  - (ii) if the outstanding amount is less than an amount approved and published by the Authority in accordance with section 7.2 of the Code of Conduct;
  - (iii) if you have made an application for a concession and a decision on the concession has not yet been made;
  - (iv) if you have failed to pay an amount which does not relate to the supply of electricity; or
  - (v) if your supply address does not relate to the bill (unless you have failed to make payments relating to an outstanding supply address that you previously occupied).

## **10. Reconnection**

If the Network Operator has disconnected your electricity supply pursuant to a request under clause 8.4(b) or under clause 9, but:

- (a) the reason for disconnection is remedied in that (as the case may be):
  - (i) you subsequently pay your bill in full;
  - (ii) you agree to accept an offer of an instalment plan or other pay arrangement to pay your bill in full;
  - (iii) you grant us access to your meter;
  - (iv) the Emergency has passed;
  - (v) you remedy any breaches related to clause 15 of the Contract and pay any costs you are liable for under clause 15(c);
  - (vi) you provide us security; or
  - (vii) we are legally required to do so; and
- (b) we have not terminated this Contract in accordance with clause 22.4,

we will arrange with the Network Operator for them to reconnect your electricity supply as soon as possible in accordance with their procedures and Part 8 of the Code of Conduct.

## **11. Debt collection**

If your bill remains unpaid for 5 days after receiving a warning under clause 8.4(a)(i), we can refer your debt to a debt collection agency, 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's fees and any legal fees).

## **12. Reviewing your bill**

### **12.1 Reviewing a bill**

- (a) If you have a query about any aspect of 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.



## **12.2 Undercharging & overcharging**

- (a) If we undercharge you for any reason (including where the Meter has been found to be defective) we can require you to make a correcting payment and we will offer you the option to pay the correcting payment by instalments. In any event we will require you to make a correcting payment for amounts undercharged in the 12 months prior to the date that we advise you that you have been undercharged.
- (b) If we overcharge you for any reason (including where the Meter has been found to be defective), then we will credit the amount to your account or you have the option of having the amount repaid to you. The 12 month limit referred to in clause 12.2(a) does not apply to amounts that we have overcharged you.

## **13. Security deposits**

- (a) We may request that you pay us a Security Deposit if:
  - (i) in our reasonable opinion, you do not have satisfactory credit history;
  - (ii) you are a new customer to us at a new connection point;
  - (iii) you are disconnected under clause 9 of the Contract and wish to maintain supply with us;
  - (iv) in our reasonable opinion, your financial capacity to meet the obligations under this Contract diminish; or
  - (v) we agree with you that a Security Deposit is required.
- (b) If we request a Security Deposit we will:
  - (i) keep the Security Deposit in a separate trust account;
  - (ii) separately identify the Security Deposit in our accounting records;
  - (iii) pay you interest at the Bank Bill Rate, accrued daily and capitalised every 90 days unless paid; and
  - (iv) advise you of the Bank Bill Rate on request.
- (c) The amount of the Security Deposit will be no more than 1.5 times your average bill if you are billed quarterly or 2 times your average bill if you are billed monthly. If no billing history is available, we will make a reasonable estimate of your bill based on your historical consumption data.
- (d) We will only use your Security Deposit and any accrued interest to offset money owing to us in the case that:
  - (i) you failed to pay your bill, and supply to the Premises was disconnected;



- (ii) your final bill is not paid;
  - (iii) you agree to using the Security Deposit to pay a bill so that disconnection of supply to the Premises does not occur;
  - (iv) you are leaving the Premises and ask us to disconnect supply to the Premises; or
  - (v) you transfer to another retailer and your final bill has not been paid.
- (e) We will return any remaining Security Deposit within 10 business days of the Contract ending once any final Fee(s) and Electricity Charges are deducted from the Security Deposit amount and any accrued interest.
- (f) We will require, use and refund any security in a manner consistent with section 62 of the Energy Operators (Powers) Act 1979.

#### **14. Your Equipment and Network Equipment**

- (a) You are responsible for maintaining Your Equipment in good working order and condition.
- (b) The Network Operator is responsible for maintaining the Network Equipment in good working order and condition.

#### **15. Prohibited activity**

- (a) You must not tamper with, circumvent, bypass or otherwise interfere with the Meter, Your Equipment or the Network Equipment, or allow anyone else to do so.
- (b) You must not use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.
- (c) You are liable for any damage that you cause to the Network Operator's Network and indemnify us against any action brought by the Network Operator against us in respect of such damage.

#### **16. Moving out of the Premises**

Subject to the provisions of clause 22 relating to ending this Contract:

- (a) if you move out of the Premises and you wish to terminate this Contract, then you must advise us at least 5 Days before you move out, and give us an address where the final bill can be sent.
- (b) If you advise us as described in clause 16(a) and you move out of the Premises at the time specified in your notice, then we will arrange for the Network Operator to make a final Meter reading on the day that you move out of the Premises and we will issue a final bill to you. If we are unable to do this



for any reason, we will estimate in good faith your energy consumption up to and including your last day at the Premises. You are required to pay for electricity used up to the date you move out of the Premises as measured or estimated.

- (c) If you have demonstrated to us that you were evicted from the Premises or were otherwise required to vacate the Premises we will not require you to pay for the electricity consumed at the Premises from the date that you advise us of the following:
  - (i) the date that you vacated or intend to vacate the Premises; and
  - (ii) a forwarding address to which a final bill may be sent.
- (d) If you do not advise us as described in clause 16(a) then, subject to any applicable laws, we may require you to pay for electricity used at the Premises to a maximum of 5 days after we discover that you have moved out of the Premises.
- (e) If your final bill is in credit after you have paid us all amounts payable under clauses 16(b), 16(d) and 22.5 then we will repay the credited amount to you.

## **17. Access to the Premises**

### **17.1 Safe and unrestricted access**

At any reasonable time, you must let us, the Network Operator, and any person nominated by us or the Network Operator, safe and unrestricted access to the Premises on our behalf when they need it:

- (a) to read the Meter;
- (b) to inspect or maintain or remove any Network Equipment;
- (c) to inspect or Work on Your Equipment; or
- (d) for any other reason having to do with the Contract.

### **17.2 Notice**

Unless you otherwise agree to a reduced notice period, we must give you at least 5 Business Days' notice before someone enters the Premises on our behalf. We do not have to provide notice:

- (a) for a routine Meter reading or Meter replacement;
- (b) in an Emergency; or
- (c) if we suspect electricity is being used illegally at the Premises.



### **17.3 Identification**

A person coming onto the Premises on our behalf must clearly display a form of identification that he or she is our agent or an agent of the Network Operator and show a form of identification to the customer if requested to do so.

## **18. Interruptions to your electricity supply**

### **18.1 Emergencies**

- (a) We can arrange for the Network Operator to interrupt or disconnect your electricity supply at any time without notice to you in an Emergency. We will use our best endeavours to arrange for the Network Operator to reconnect the electricity supply again as soon as possible.
- (b) If the Network Operator disconnects your electricity supply because you cause the Emergency then we will arrange for the Network Operator to reconnect the electricity supply when you ask us to do so and we are satisfied that the Emergency no longer exists. In that case, we can also pass on to you any fee that the Network Operator charges us for the disconnection or reconnection.

### **18.2 Planned Work on distribution system**

The Network Operator can interrupt or disconnect the electricity supply at any time if there is a need to carry out planned Work on a distribution system. We or the Network Operator will provide you with notice of any planned Work as required by any relevant law. No Fees apply for turning your electricity back on in this instance.

### **18.3 Events Beyond Your Control**

If an event occurs which is Beyond Your Control and that event affects your ability to perform any of your obligations under this Contract, you must tell us immediately and you will not be required to perform that obligation for as long as the event continues. However, you must pay your bill by the due date shown on the bill even if an event occurs which is Beyond Your Control.

### **18.4 Events Beyond Our Control**

If an event occurs which is Beyond Our Control and that event affects our ability to perform any of our obligations under this Contract, then we are not required to perform that obligation for as long as the event continues. If such an event occurs and we consider it appropriate to do so, we may notify you of the event by a public announcement (for example television, radio or newspaper), or through our website.

## **19. Limitation on liability in certain circumstances**

- (a) Nothing in this clause should be read as excluding, restricting or modifying the consumer guarantees provided for under the *Australian Consumer Law*.



- (b) Subject to these consumer guarantees and except where you are a Consumer, we do not guarantee that the electricity supplied to you will be of any particular quality or that it will be free from surges or that you will obtain a continuous supply of electricity without interruptions.
- (c) Subject to these consumer guarantees and except where you are a Consumer, we will not be liable to you whether arising from or in connection with our breach of contract, our breach of statutory duty, and our negligence or otherwise for:
  - (i) business interruption loss;
  - (ii) lost profits;
  - (iii) loss of an opportunity; or
  - (iv) your liability to other people under contracts or otherwise.

## **20. Things you must tell us**

You must tell us as soon as possible:

- (a) if you propose to sell, lease or vacate the Premises;
- (b) if there is a change in the person responsible for paying your bills;
- (c) if there is a change in your billing address or contact details;
- (d) if you change something at the Premises which makes access to the Meter or any equipment owned by the Network Operator more difficult; or
- (e) if you are planning a change to Your Equipment which might affect the quality or safety of any electricity supply to you or anyone else.

## **21. Complaints**

- (a) You can register a complaint about us by writing to the email address, postal address or facsimile number on our website ([www.advancedenergy.net.au](http://www.advancedenergy.net.au)). The complaint must set out your grievance and requested remedy. We will notify you within 5 Business Days of receiving your complaint.
- (b) We will respond to your complaint within 20 Business Days. If you are not satisfied with this response, you may ask for your complaint to be referred to our Board. It will respond to you within a further 20 Business Days.
- (c) If you remain unsatisfied, you may refer your complaint to the Ombudsman (<http://www.ombudsman.wa.gov.au/energyandwater/index.html>).



## **22. Ending the Contract**

### **22.1 When the Contract ends:**

This Contract for the supply of electricity will continue until you end the Contract or we end the Contract under this Clause 22.

### **22.2 You can end the Contract**

- (a) You can end the Contract at any time, but you must give us at least 5 days' notice of the day you want the Contract to end and you must pay us the amounts that are due in accordance with clause 22.5.
- (b) If you have entered into this Contract as a result of Door to Door Marketing you have a 10 days Cooling-off Period commencing from the day you enter into this Contract in which you can end this Contract by giving us notice that you want this Contract to end. We will not supply electricity during the Cooling-off Period unless you request us to do so.
- (c) If you request us to supply electricity to you during the Cooling-off Period and you terminate this Contract, you must pay us for electricity supplied during the Cooling-off Period.
- (d) If you end this Contract because you enter into a new contract for the supply of electricity with us, this Contract ends on the expiry of the Cooling-off Period for the new contract.
- (e) If you end this Contract because you enter into a new contract for the supply of electricity with another retailer, this Contract does not end until your supply is transferred to the other retailer in accordance with the *Electricity Industry Customer Transfer Code 2004*.

### **22.3 Moving out of the Premises**

- (a) If you are ending the Contract because you are moving out of the Premises you must follow the procedure specified in clause 16 and advise us of:
  - (i) the date that you intend to move out of the Premises;
  - (ii) an address where the final bill can be sent;
  - (iii) whether you intend to assign your rights and obligations to the new owner or occupier of the Premises; and
  - (iv) the name and contact details of the new owner or occupier, if applicable.
- (b) We will issue a final bill to you based on the Meter reading or estimate undertaken in clause 16(b).





## **22.4 We can end the Contract**

- (a) We can end this Contract and you will have to pay us the amounts due under clause 22.5 immediately if:
  - (i) you sell, lease or otherwise vacate the Premises without notifying us;
  - (ii) you become insolvent;
  - (iii) you go into liquidation;
  - (iv) you become bankrupt;
  - (v) we are entitled to disconnect your supply pursuant to clauses 9(a)(iv), 9(a)(v), 9(a)(vi), 9(a)(vii) or 9(a)(ii); and
  - (vi) subject to clause 22.4(b), your bill remains unpaid for 90 days after the due date referred to in clause 8.2(a) and the exclusions for disconnection of supply in clause 9(c) do not apply.
- (b) Your bill will not be considered unpaid if:
  - (i) you have been offered assistance by us under clause 8.3, you have accepted the assistance and you are complying with the terms of the assistance;
  - (ii) your bill is being reviewed under clause 12.1;
  - (iii) you are making correcting payments under clause 12.2 in instances where we have undercharged you;
  - (iv) you have made a complaint about the bill under clause 21 which remains unresolved.

## **22.5 What happens if the Contract ends**

If the Contract ends:

- (a) the Network Operator may remove any Network Equipment at any time after the day on which the Contract ends;
- (b) we may arrange for a final Meter reading;
- (c) we can pass on to you any costs imposed on us by the Network Operator for the final Meter reading and, subject to the provisions of any law, charge you a Fee for issuing a final bill; and
- (d) you will remain liable to pay any outstanding payments to us and we will have no further obligation to supply electricity to you under this Contract; and
- (e) you must provide safe and unrestricted access to the Premises for the purpose of removing Network Equipment.



## 23. Confidentiality

Unless we are permitted to do otherwise under this Contract, we will keep your information confidential. We will:

- (a) only use your information if it is reasonably necessary for one or more of our business functions or activities (for example, debt collection, or to investigate complaints), in accordance with the *Australian Privacy Principles* as set out in the *Privacy Act 1988* (Cth);
- (b) not pass on your information to anyone else except where:
  - (i) we have your prior consent;
  - (ii) disclosure is required to comply with any accounting or stock exchange requirement;
  - (iii) disclosure is required to comply with any legal obligation or regulatory requirement or in the course of legal or other proceedings, or arbitration;
  - (iv) the information is in the public domain other than by a breach of this clause;
  - (v) we think that you have used electricity illegally;
  - (vi) 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:
    - A. you have made a complaint in good faith about the default and the complaint has not been resolved; or
    - B. you have requested us to review your electricity bill and the review is not yet completed.
- (c) To ensure your information remains confidential, we will:
  - (i) Provide our staff with training around Australian Privacy Principles to ensure your privacy is maintained;
  - (ii) Maintain up to date protection software for all electronically stored information;
  - (iii) Where possible, hold your information on our internal company network to minimise the risk of an electronic breach, or alternatively use secure, encrypted data centres;
  - (iv) Protect all of our electronic data which contains your information with passwords. The availability of these passwords will only be provided to staff that require access to the information for ongoing operational purposes;



- (v) Request that any third parties who require access to your information provide assurances that they will comply with the Privacy Act;
- (vi) Once no longer required for our business or compliance purposes, we will destroy your information as soon as practicable;

## **24. GST**

- (a) In this clause:
  - (i) GST has the meaning given to that term in the GST Law.
  - (ii) GST Law has the meaning given to that term in *A New Tax System (Goods and Services) Tax Act 1999* (Cth).
  - (iii) "Adjustment Note", "Recipient", "Supply", "Tax Invoice" and "Taxable Supply" have the meanings given to those terms in the GST Law.
- (b) All sums payable or considerations to be provided under the Contract are expressed to be exclusive of GST unless expressly stated to be inclusive of GST.
- (c) If there is a Taxable Supply under or in connection with the Contract then the Recipient must pay to the Supplier an amount equal to the GST payable on the Taxable Supply in addition to and at the same time as, payment for the Taxable Supply is required to be made under the Contract.
- (d) The Supplier must provide a Tax Invoice (or an Adjustment Note) to the recipient in respect of the Taxable Supply and the obligation of the Recipient to pay the GST on a Taxable Supply is conditional upon the Supplier providing a Tax Invoice or Adjustment Note.

## **25. Information**

- (a) If you request it, we will, in compliance with the applicable time frames stated in the Code of Conduct , supply you with a copy of:
  - (i) the Code of Conduct;
  - (ii) the Fees or Electricity Charges payable under this Contract;
  - (iii) a copy of this Contract;
  - (iv) general information on energy efficiency, how you may arrange for an energy efficiency audit and the typical running costs of major domestic appliances; and
  - (v) information relating to the distribution of electricity or refer you to the Network Operator for a response.



- (b) We will only charge a fee for supplying you with this information if allowed to do so under the Code.

## **26. Miscellaneous**

### **26.1 No assignment**

- (a) You must not transfer, assign or otherwise dispose of any of your rights or obligations under this Contract without our prior written consent.
- (b) We can assign or novate the Contract without notice to you to any person that we believe has reasonable commercial and technical capability to perform our obligations under this Contract.

### **26.2 Application of laws**

Nothing in this Contract limits or excludes the rights, powers and remedies that we have at law or in equity. This Contract does not in any way limit our obligation to comply with the Minister for Energy or the Coordinator of Energy or the Director or Energy Safety in relation to emergencies and safety or otherwise.

### **26.3 Governing law**

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

### **26.4 Waiver of rights**

If we do not enforce any right under this Contract then this must not be construed as a waiver of our rights under the Contract.

### **26.5 Entire agreement**

The Contract and all applicable written laws represent the entire understanding between you and us relating to the matters covered by this Contract.

### **26.6 Severability**

If any term of this Contract is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

### **26.7 Notices**

- (a) Any notice or other communication given under the Contract does not have to be in writing unless this Contract expressly requires that it must be in writing.
- (b) A notice is taken to be received:
  - (i) in the case of 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; and
- (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.

If received on a day other than a Business Day, is taken to be received on the next Business Day.

## **26.8 Publications and electronic communication**

- (a) We will publish things by posting you a notice, which may be sent before your next bill or may be sent with or printed on your next bill. We may also publish notices by advertising in a local newspaper or placing details on our website.
- (b) We can use electronic communication (such as e-mail or SMS) to give information to you with your consent.
- (c) We can decide procedures as to how electronic communications will operate and what can be communicated electronically.

## **26.9 Contact details**

- (a) If you need to contact us, Our contact details at the date of this Contract are:

### **Postal address**

88 Tweeddale Road, Applecross, Western Australia 6153

### **Telephone**

(08) 9364 0400

### **E-mail**

admin@advancedenergy.net.au

### **Internet**

www.advancedenergy.net.au

### **Registered business address:**

88 Tweeddale Road, Applecross, Western Australia 6153

- (b) Any changes to our contact details will be published on your bill and on our website.



## 27. Interpretation

### 27.1 Definitions

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

**Australian Consumer Law** means schedule 2 to the *Competition and Consumer Act 2010* (Cth) as in force as a law of the Commonwealth under that Act, and as in force as a law of Western Australia under the *Fair Trading Act 2010* (WA).

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

**Beyond Your Control or Beyond Our Control** in relation to an event means an event or circumstance beyond the direct control or influence of you or us (as applicable) including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, network breakdown at power stations elsewhere, or insufficient volumes of electricity, or network outage or any other action by the Network Operator that affects the Electricity Supply Equipment.

**Business Customer** means a customer who consumes electricity for business purposes, and is not a Residential Customer.

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

**Change in Law** means a change in an existing law or the imposition of a new law which:

- (a) directly or indirectly results in an increase or decrease in our cost of producing, conveying, supplying or selling electricity to you under this Contract; and
- (b) is not a change to or imposition of a Relevant Tax.

**Code of Conduct** means the Code of Conduct for the Supply of Electricity to Small Use Customers a copy of which is published on our website.

**Consumer** has the meaning given in Australian Consumer Law.

**Contract** means the legally binding agreement between you and us, of which these are the terms and conditions.

**Cooling-off Period** means 10 days commencing from the day you enter into this Contract.

**Door to Door Marketing** has the meaning given in the Code of Conduct.

**Emergency** means any situation which we consider acting reasonably constitutes an emergency or otherwise justifies urgent or unilateral action including the actual and imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or disrupt the supply of electricity to any



person or which destroys or damages or threatens to destroy or damage the Network Equipment or the equipment of any other person.

**Electricity Charge** means the price we will charge you for the electricity we sell you as set out in the Electricity Charges Schedule.

**Fee** means a charge other than the Electricity Charge. A full list of Fees is available on our website ([www.advancedenergy.net.au](http://www.advancedenergy.net.au)).

**Meter** means the meter installed (or to be installed) by the Network Operator at the Premises to measure the electricity consumed at the Premises.

**Network Equipment** means the Meter and any wires, switches, voltage regulators, pressure regulators or other equipment used to transport, measure, or control electricity for delivery to you, before (upstream of) the point where electricity leaves the Meter, and is not Your Equipment.

**Network Operator** means Western Power.

**Network Operator's Network** means the South West Interconnected System controlled by the Network Operator.

**Ombudsman** means the Energy and Water Ombudsman Western Australia.

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

**Relevant Tax** means any tax:

- (a) relating to the production, acquisition, conveyance, supply or sale of electricity (including any tax on or which affects directly or indirectly the cost of goods, services or materials used by us to produce, acquire, convey, supply or sell electricity); or
- (b) imposed upon us which are specific to the electricity industry.

**Residential Customer** means a customer who consumes electricity only for domestic use.

**Security Deposit** means a cash deposit made to us which is held as security against any payment default.

**Specified Rate** means 1% per month.

**we** and **us** means AER Retail Pty Ltd and includes our employees, subcontractors, agents and successors in title.

**Work** includes installing, operating, maintaining, renewing and replacing any equipment owned by the Network Operator.

**you** or **your** means the person to whom electricity is (or will be) supplied under the Contract.



**Your Equipment** means all wiring and other equipment located at the Premises which are used to take supply of or consume electricity, except the Meter or the equipment that is the property of the Network Operator.

## **27.2 Interpretation**

In this Contract:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) a 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;
- (d) a reference to a person includes a reference to a public body, company, association, or body of persons, corporate or unincorporated;
- (e) a 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;
- (f) a reference to a clause is a reference to a clause in this Contract;
- (g) headings are for reference purposes only and do not affect the interpretation of this Contract;
- (h) a 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;
- (i) a reference to any deed, agreement, licence, document or other instrument (including this Contract) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time;
- (j) if the word "includes" or "including" is used the words "without limitation" are taken to immediately follow;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (l) a reference to a month is a reference to a calendar month and a reference to a year is to a calendar year;
- (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 date;
- (n) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;





- (o) a reference to a monetary amount means that amount in Australian currency; and
- (p) “under” includes by, by virtue of, pursuant to, and in accordance with.

### **27.3 Simple English**

These terms and conditions are written in a “simple English” style. Accordingly, where:

- (a) a contract or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and
- (b) a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style,

the ideas are not to be taken to be different just because different forms of words were used. For example:

- (i) “do our best” means “use best endeavours”;
- (ii) “end”, in relation to the Contract, means “terminate”;
- (iii) “can” means there is a discretion as to whether the thing stated is done or not done; and
- (iv) “will” and “must” both mean the thing stated has to be done.



## Schedule

### Electricity Charges Schedule

The Electricity Price is [.....] excluding GST.

