# a few things you need to know

## Gas supply Standard form contract Terms and conditions

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1 What these terms and conditions are about

| I | These are the terms and conditions of the legally binding contract for us to sell you gas at the supply address, and for you to pay us for that gas.  | Formatted: Font: Italic     |
|---|---|-----------------------------|
|   | These terms and conditions set out our rights and obligations and your rights and obligations regarding that sale.  | Formatted: Font: Not Italic |
|   | [Note: In this document we use italics to show you that some terms are defined in clause 31].   | Formatted: Font: Not Italic |
|   | 2 We will sell you gas  |                             |
|   | 2.1 Gas supply  |                             |
|   | We will sell you gas on these terms and conditions.   |                             |
| I | You can use as much gas as you want. The size of the meter limits the rate at which you can use gas. This is unlikely ever to be a problem for you, but if it is, we can arrange [sometimes at extra cost to you] to have a larger meter installed. |                             |
| I | These terms and conditions allow us to arrange for your gas supply to be turned off or reduced in some situations.  |                             |
|   | 2.2 Service standards   |                             |

|     | We will supply gas to you in accordance with the standards of service set out in:  |                             |
|-----|--|-----------------------------|
|     | <ul><li>[a] our customer charter; and</li><li>[b] relevant regulations and relevant codes.</li></ul>   |                             |
| 3   | You will pay the standard prices   |                             |
| 3.1 | You must pay us a standard price   |                             |
|     | You must pay us a standard price for gas we supply to you under the contract.  |                             |
| 3.2 | What are the standard prices?  |                             |
|     | There are two types of standard price: a residential price and a non-residential price.  |                             |
|     | In addition, there is a different residential price and non-residential price for each of:   |                             |
|     | <ul> <li>[a] the Coastal area [this extends from Geraldton to Busselton and includes Perth]; and</li> <li>[b] the Albany area; and</li> <li>[c] the Kalgoorlie-Boulder area.</li> </ul>  |                             |
|     | A standard price can include a fixed component and a usage component that consists of a number of "steps", where the cost of gas   |                             |
|     | changes depending on how much gas you use.   |                             |
|     |  |                             |
|     |  |                             |
|     | The fixed component and the steps of the usage component will be listed when we publish the standard price [see clause 31.2 about how we publish things].  |                             |
|     | A standard price will be no more than the maximum price permitted by the Gas Tariffs Regulations.  |                             |
| 3.3 | Which standard price do you pay?   |                             |
|     | Your bill will show which price you are paying.  | <br>Formatted: Font: Italic |
|     | Unless you qualify to pay the residential price, you must pay the non-residential price.   |                             |
|     | To qualify to pay the residential price, the supply address must be a "dwelling", and you must use your gas only for residential use. We can decide whether you qualify to pay the residential price.  |                             |
|     | A "dwelling" is a house, flat, home unit or other place of residence.  |                             |
|     | [Under the Gas Tariffs Regulations, a residential price will be payable for a supply address which is not a dwelling if the gas supplied to the supply address is separately metered and is solely for residential use.]   |                             |
| 3.4 | If you are paying the residential price, you must not use gas for a non-residential use  |                             |
|     | If you are paying the residential price, you must not use gas for any non-residential use [for example, in a business or for commercial purposes] without giving us reasonable notice.   |                             |
|     | We can apply the non-residential price to you from the time you use gas for a non-residential use.   |                             |
|     | If you don't give us reasonable notice of a non-residential use, we can backdate the non-residential price to the start of the non-<br>residential use [up to a maximum of 12 months].   |                             |
| 3.5 | You must also pay fees   |                             |
|     | You must pay any fees which apply to you, in addition to the standard price.   |                             |
|     | We can charge you the following fees:  |                             |
|     | <ul> <li>[a] account application; and</li> <li>[b] credit card payment; and</li> <li>[c] dishonour; and</li> <li>[d] clean energy charge; and</li> <li>[e] retail market levy; and</li> <li>[f] account administration; and</li> <li>[g] bill copy; and</li> <li>[h] meter testing [see clause 4.32]; and</li> <li>[j] overdue notices [see clause 4.32]; and</li> <li>[j] overdue notices [see clause 4.32]; and</li> <li>[j] turning off your gas in some circumstances [see clauses 20.1, 20.2, 20.4 and 20.7]; and</li> <li>[l] turning your gas back on in some circumstances [see clauses 20.1, 20.2, 20.4, 20.7 and 20.8]; and</li> <li>[m] removing or physically disconnecting the <i>meter</i> [see clause 22]; and</li> <li>[n] replacing or physically reconnecting the <i>meter</i> [see clause 22]; and</li> <li>[o] other non-standard connection costs.</li> <li>We can charge other fees as well. If we charge a fee not listed in this clause, we will <i>publish</i> it.</li> <li>We will <i>publish</i> the fees and any variations [see clause 31.2 about how we <i>publish</i> things].</li> </ul> |                             |
|     |  |                             |

#### 3.6 We can change the standard prices and the fees

We can change any standard price or fee, and add new fees or remove fees, from time to time [in accordance with the Gas Tariffs Regulations]. When we do so, we will publish the changed price or fee, or the new price or fee, and the date from which the change commences [see clause 31.2 about how we publish things].

The price or fee will change on the published date.

How we calculate the amount of gas you have used

#### 4.1 Measuring gas

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

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

We may also calculate consumption through the measurement of gas from a master meter and utilise other measurement devices to calculate bills for individual usage of a product [where required].

#### 4.2 Meter reading

We will ensure that your meter is read at the supply address at least once every 12 months, subject to an inability to read the meter or you performing and us accepting [at our discretion] a customer meter read. The reading on your meter is conclusive evidence of the volume of gas you have used, unless there is a metering inaccuracy.

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

#### 4.3 You can ask for a meter test

You can ask to have your meter tested, to ensure it is measuring accurately. If it is measuring accurately, you must pay a meter testing fee, If it is not measuring accurately:

[a] you do not need to pay a meter testing fee; and

[b] the network operator will decide whether the meter needs to be repaired or replaced; and

[c] clause 8 explains how we will deal with any undercharging or overcharging caused by the inaccurate meter.

There is no fee for having an inaccurate meter repaired or replaced, unless you have damaged or interfered with the network equipment.

[By "accurate", we mean measuring at least as accurately as the law requires.]-

We will try to respond to your request for a meter test within seven [7] business days.

5 We can base your bill on estimates of your gas use

If we don't have an actual meter reading available in time to prepare your bill [for example, if it wasn't possible to access your meter to read it, or you are leaving the supply address and need a final bill immediately], we can use estimates of the volume of gas you use based on either:

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

If we use estimates in your bill:

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

If we use estimates in your bill because it wasn't possible to access your meter and later you request us to replace your bill with a bill based upon an actual meter reading, we will do so if you allow us to access your meter and if you pay us a reasonable charge.

Wherever the contract refers to a meter reading, it includes an estimation under this clause.

- 6 How we will bill you
- 6.1 When bills are issued

We can decide how often we bill you. It will normally be either [approximately] once every three months or once every month. We can change how often we bill you.

- 6.2 Contents
  - Each bill will show:
  - [a] the dates of the *meter* readings at the start and end of the billing period or the dates over which a volume of gas has been estimated; and

- [b] the meter reading at the end of the billing period or estimated volume of gas you have used during the billing period; and
- [c] the actual or estimated number of units of gas you used during the billing period; and
- [d] the average daily cost of gas consumption; and
- [e] the average daily consumption; and
- [f] the price or prices which applied to you for the billing period; and
- [g] the amount of any other fees or charges and details of the service provided; and
- [h] the interest rate we have charged on any outstanding amounts; and
- [i] the meter number or property number; and
- [j] the amount payable or in credit for the billing period; and
- [k] the due date, which will be at least 12 business days after the date of the bill; and
- [1] a summary of payment methods and instalment payment options available to you under clause 7.2; and
- [m] our contact telephone number for billing and payment enquiries; and
- [n] the 24-hour contact telephone number for faults and emergencies; and
- [0] the supply address to which the bill relates and any relevant mailing address; and
- [p] your name and your account number; and
- [q] [if you are paying the residential price], details of any concession that we or the government offer, how you may find out if you are eligible for such concessions and the value of any concessions provided to you; and
- [r] the availability of interpreter services; and
- [s] the availability, upon payment by you of a charge, of an <u>Economic Regulation Authority</u> approved meter accuracy test and the refund of the testing charge to you if the <u>meter</u> is found to favour us by more than allowable in the relevant distribution standards; and
- [t] our contact telephone number if you are experiencing financial difficulties; and
- [u] the details of any refundable advance; and
- [v] the contact details for the Energy Ombudsman.

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

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

[wi] if you tell us how you wish to apply any payments received from you for the goods <u>orand</u> services – we will apply those payments in accordance with your wishes; or

[xiii] otherwise – we will apply those payments, to the prices, fees, charges or adjustments in clauses 6.2[f] and 6.2[g], before allocating the payments to the goods or and services.

If such goods or services include electricity, we will apply those payments equally to the electricity charge and the prices, fees, charges or adjustments in clauses 6.2[f] and 6.2[g], before allocating the payments to any other goods <u>orand</u> services.

#### 7 Paying your bill

7.1 You must pay your bill

For each bill, you must pay the full amount payable by the due date. We will give you options as to how you can pay your bill. The bill will show the options available, which include:

- [a] paying in person; and
- [b] paying by mail; and
- [c] paying by direct debit; and
- [d] paying by BPay; and[e] [for residential customers] paying by credit card over the telephone and online.
- 7.2 Instalment payments

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

[a] in advance towards your next bill; or

[b] for amounts you owe to us [including disconnection and reconnection fees] and continuing gas use.

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

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

[c] generally; or

[d] as an alternative to you paying a refundable advance.

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

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

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

7.3 If you don't pay your bill

If you don't pay the full amount payable by the due date:

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| al | we can charge you interest on the amount you haven't pa | d Iclause 7.5 explains how we set the interest rate! and |
|----|---|--|
|    |   |  |

- [b] we can turn off your gas [clause 20.1 explains how we can turn off your gas in this case]; and
- [c] we can charge you a fee for each overdue account notice we send to you; and
- [d] we can shorten your billing cycle which means you may have to pay your bills more frequently. Once on a shortened billing cycle, if you pay three consecutive bills by the due date of each bill, you can request to be placed back on your original billing cycle.

If you pay by cheque and the cheque is dishonoured or reversed [these are often called "bounced"], and as a result we have to pay bank fees, you must reimburse us for those fees and also pay us an administration fee.

If you still haven't paid your bill in full after two [2] overdue notices, we can refer your debt to a debt collection agency. If we do, you must pay the agency's fees and any reasonable legal costs incurred in recovering your debt.

7.4 If you are having trouble paying

If you are having trouble paying your bills, you should let us know as soon as possible. You can write to us, call our Customer Service Centre, or email us. Our contact details appear in clause 32 and will appear on each bill.

Within 3 business days of you informing us that you are having trouble paying your bill, we will assess your situation and if we consider that you are experiencing payment difficulties or financial hardship, we will then offer you the following options:

[a] instalment plan options that are interest-free and fee-free under clause 7.2; and

- [b] additional time to pay your bill; and
- [c] the right to have your bill redirected to a third person; and
- [d] information about gGovernment assistance programs or concessions; and
- [e] information about independent financial counselling services and other relevant consumer representative organisations available to you.

In addition to the above options, we may also choose to offer you another arrangement which gives you additional time to pay your bill or to pay any amounts you owe to us [including any disconnection and reconnection <u>feescharges</u>] and enables you to continue to use gas.

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

7.5 Interest rate

The interest rate you pay on amounts you haven't paid us will be the standard interest rate we publish for customers paying the standard price you pay. We can change the standard interest rates from time to time, and when we do we will publish the change [see clause 31.2 about how we publish things].

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

- 8 If we undercharge or overcharge you
- 8.1 Undercharging

If we undercharge you because of an error, including a meter error, then we can ask you to make a correcting payment, but:

- [a] the correcting payment will only relate to errors for [at most] the 12 months before your most recent bill; and
- [b] we will show the correcting payment as a separate item in your bill, with an explanation; and
- [c] we will not charge you interest on the correcting payment.

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

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

8.2 Overcharging

If we overcharge you then:

- [a] we will tell you within ten [10] business days after we discover the overcharging; and
- [b] we will give you a correcting refund; and
- [c] we will not pay you interest on the correcting refund.

You can choose whether we make the correcting refund as:

- [di] a credit to your account; or
- [<u>e</u>#] a payment to you; or
- [fiii] a payment to someone else [if you tell us who, in writing],

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

9 Information available to you

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

[a] our customer charter; or

[b] the Energy Coordination [Customer Contracts] Regulations 2004 or any relevant code; or

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|   | [c] the fees and prices payable under the contract; or  |  |
|---|---|--|
|   | <ul> <li>[d] information about how you can use energy more efficiently; or</li> <li>(e) your billing data for the previous 2 years (you may also request billing data for the period prior to this time subject to a reasonable</li> </ul>  |  |
|   | charge]; or   |  |
|   | <ul> <li>[f] information about <u>a</u>Government assistance programs or financial counselling services [see clause 7.4 above]; or</li> <li>[g] information on the types of concessions available to you and contact details of the organisation responsible for administering those</li> </ul>   |  |
| i | concessions; or<br>[h] information about our complaints handling process and how to contact the Energy Ombudsman if you are not satisfied with our  |  |
| 1 | handling of your complaint [see clause 12 below]; or  | Formatted: Font: Italic  |
|   | [i] a combination of any or all of the above.   |  |
|   | Unless a law or our trading licence requires us to provide the information free of charge, we can ask you to pay a reasonable charge.   |  |
|   | 10 Things you must tell us  |  |
|   | You must tell us as soon as possible:   |  |
|   | <ul> <li>[a] if there is a change in the person responsible for paying your bills; or</li> <li>[b] if there is a change in your billing address or contact details; or</li> </ul>   |  |
|   | [c] if you change the way you use gas [for example, if you are a paying a residential price and wish to use gas for a non-residential use];   |  |
|   | or<br>[d] if you change something at the supply address which makes our access to the meter more difficult; or  |  |
|   | [e] if you are planning a change to your equipment which might affect the quality or safety of any gas supply to you or anyone else; or   |  |
|   | [f] if you become aware of any gas leak or other problem with the network equipment, at or reasonably close to the supply address.  |  |
|   | 11 Things you must not do   |  |
|   | You must not tamper with or bypass the meter, or allow anyone else to do so.<br>You must not, without our permission, turn your gas back on at the meter if it has been turned off by us or the network operator.   |  |
|   | 12 Complaints   |  |
| ı | We will manage any complaint by you in accordance with the Australian Standard AS/NZS 10002:2014 Guidelines for complaint   |  |
|   | management in organizationson Complaints Handling (AS ISO 10002:2006).  |  |
|   | You may make a complaint to us about anything we have done or have failed to do. If you are not satisfied with our response, you can raise the complaint to a higher level within our organisation.   |  |
|   |   |  |
|   | If you are not satisfied with our handling of your complaint, you may refer the complaint to the Energy Ombudsman.  | Formatted: Font: Italic  |
|   |   | Formatted: Font: Italic  |
|   | If you are not satisfied with our handling of your complaint, you may refer the complaint to the <i>Energy Ombudsman</i> .  |  |
|   | If you are not satisfied with our handling of your complaint, you may refer the complaint to the <u>Energy Ombudsman</u> .<br>13 Network equipment and your equipment<br>We, or the network operator, in accordance with the relevant regulations and relevant codes, will provide, install and maintain network<br>equipment. In particular, we or the network operator will install and maintain the meter, including the necessary ancillary equipment at the  |  |
|   | If you are not satisfied with our handling of your complaint, you may refer the complaint to the <u>Energy Ombudsman</u> .<br>13 Network equipment and your equipment<br>We, or the network operator, in accordance with the relevant regulations and relevant codes, will provide, install and maintain network<br>equipment. In particular, we or the network operator will install and maintain the meter, including the necessary ancillary equipment at the<br>supply address, taking into account your wishes.<br>All equipment located after [downstream of] the point where gas leaves the meter at your supply address that is used to transport, control  |  |
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| 15 Moving into the supply address  |                                  |
|--|----------------------------------|
|  |                                  |
| 15.1 New gas connection  |                                  |
| You must apply to us before we will supply gas to a supply address without an existing connection. We do not have to supply gas to you unless:   |                                  |
| <ul> <li>[a] adequate gas supply is available [at the required volume and pressure] at the boundary of the supply address; and</li> <li>[b] your equipment complies with relevant regulations; and</li> <li>[c] a meter is installed at the supply address and available for our use and you let us or the network operator [as applicable] have access to the supply address under clause 14; and</li> <li>[d] any other requirements under relevant regulations are met.</li> </ul>  |                                  |
| If the above conditions are met, we will do our best to arrange for the network operator to connect you to a new gas connection at a new supply address within 20 business days or at another time agreed with you, where:   |                                  |
| <ul> <li>[ei] you have applied [in person, by telephone or in writing] and provided us with acceptable identification; and</li> <li>[fii] if the supply address is a rental property, you have provided us with contact details of the property's owner or agent; and</li> <li>[aiii] you have agreed to pay all relevant prices and fees; and</li> <li>[hiv] you have provided us with contact details for billing; and</li> </ul>  | Formatted: Indent: Left: 0.65 cm |
| [₩] you have provided security if we have required it [see clause 15.3 below]; and   | Formatted: Font: Italic          |
| [jvi] you have no outstanding debt relating to the supply of gas by us [other than debt which is either the subject of a dispute or for which we have agreed to an alternative payment plan with you]; and   |                                  |
| [km] you have arranged for us to be provided with any notices and other information that we have requested; and  |                                  |
| [Aiii] you have let us or the network operator [as applicable] have access to the supply address under clause 14.  |                                  |
| We will charge you for gas used at the supply address from the date gas is turned on at the supply address.  |                                  |
| 15.2 Existing gas connection   |                                  |
| You must apply to us before we will supply gas to a supply address with an existing connection. We do not have to supply gas to you unless:  |                                  |
| <ul> <li>[a] adequate gas supply is available [at the required volume and pressure] at the boundary of the supply address; and</li> <li>[b] your equipment complies with relevant regulations; and</li> <li>[c] a meter is installed at the supply address and available for our use and you let us or the network operator [as applicable] have access to the supply address under clause 14; and</li> <li>[d] any other requirements under relevant regulations are met.</li> </ul>  |                                  |
| If the above conditions are met, we will <u>, unless agreed otherwise with you, forward your connection request to the network operator</u> de<br>our best to arrange for you to be connected either within one [1] business day or by another time agreed with you, where:  |                                  |
|  |                                  |
| [ei] you have applied [in person, by telephone or in writing] before 3pm on <u>a businessthe previous</u> day, that same day, or the next business day if the request is received by us after 3pm or on a Saturday, Sunday or public holiday; and  | Formatted: Indent: Left: 0.65 cm |
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| <ul> <li>[e] you have applied (in person, by telephone or in writing) before 3pm on a business the previous day, that same day, or the next business day if the request is received by us after 3pm or on a Saturday. Sunday or public holiday: and</li> <li>[f] you have provided us with acceptable identification; and</li> <li>[g] if the supply address is a rental property, you have provided us with contact details of the property's owner or agent; and</li> <li>[M] you have provided us with contact details for billing; and</li> <li>[M] you have provided security if we have required it [see clause 15.3 below]; and</li> <li>[M] you have no outstanding debt relating to the supply of gas by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and</li> <li>[M] you have no outstanding debt relating to the supply of gas by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and</li> <li>[M] you have let us or the network operator [as applicable] have access to the supply address under clause 14.</li> <li>We will arrange for you to be connected in accordance with the standards maintained by the network operator.</li> <li>We can ask you to pay for all gas used at the supply address since the final meter reading was taken [clause 16 explains when the find meter reading is taken].</li> <li>If we don't do a final meter reading on the day the previous customer moved out, we will estimate how much gas you used and how much the previous customer used. We will try to share the cost of gas between you and the previous customer:</li> <li>[n-4] so that you and the previous customer each pay a fair share; and</li> </ul>   |                                  |
| <ul> <li>[e] you have applied [in person, by telephone or in writing] before 3pm on a business the previous day, that same day, or the next business day if the request is received by us after 3pm or on a Saturday. Sunday or public holiday: and</li> <li>[fii] you have provided us with acceptable identification; and</li> <li>[giii] if the supply address is a rental property, you have provided us with contact details of the property's owner or agent; and</li> <li>[ivi] you have agreed to pay all relevant prices and fees; and</li> <li>[ivi] you have provided us with contact details for billing; and</li> <li>[ivi] you have provided gecurity if we have required it [see clause 15.3 below]; and</li> <li>[ivi] you have no outstanding debt relating to the supply of gas by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and</li> <li>[ivi] you have arranged for us to be provided with any notices and other information that we have requested; and</li> <li>[mix] you have let us or the network operator [as applicable] have access to the supply address under clause 14.</li> <li>We will arrange for you to be connected in accordance with the standards maintained by the network operator.</li> <li>We can ask you to pay for all gas used at the supply address since the final meter reading was taken [clause 16 explains when the final meter reading is taken].</li> <li>If we don't do a final meter reading on the day the previous customer moved out, we will estimate how much gas you used and how much the previous customer used. We will try to share the cost of gas between you and the previous customer:</li> <li>[mi4] so that you and the previous customer each pay a fair share; and</li> <li>[wi2] so that we don't overcharge or undercharge you.</li> </ul>  |                                  |
| <ul> <li>[ei] you have applied [in person, by telephone or in writing] before 3pm on a <u>businessthe previous</u> day<u>that same day, or the next business day if the request is received by us after 3pm or on a Saturday. Sunday or public holiday; and</u></li> <li>[iii] you have provided us with acceptable identification; and</li> <li>[iii] you have provided to pay all relevant proces and fees; and</li> <li>[ivi] you have provided <u>security</u> if we have required it [see clause 15.3 below]; and</li> <li>[ivi] you have no outstanding debt relating to the supply of gas by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and</li> <li>[ivii] you have no outstanding debt relating to the supply of gas by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and</li> <li>[ivii] you have no outstanding debt relating to the supply of gas by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and</li> <li>[ivii] you have provided us or the network operator [as applicable] have access to the supply address under clause 14.</li> <li>We will arrange for you to be connected in accordance with the standards maintained by the network operator.</li> <li>We can ask you to pay for all gas used at the supply address since the final meter reading was taken [clause 16 explains when the final meter reading is taken].</li> <li>If we don't do a final meter reading on the day the previous customer moved out, we will estimate how much gas you used and how much the previous customer used. We will try to share the cost of gas between you and the previous customer:</li> <li>[nii] so that you and the previous customer each pay a fair share; and [oo] so that we don't overcharge or undercharge you.</li> </ul> |                                  |
| <ul> <li>[e] you have applied [in person, by telephone or in writing] before 3pm on a <u>businessthe previous</u> day, <u>that some day, or the next business day if the request is received by us after 3pm or on a Saturday. Sunday or public holiday</u>; and</li> <li>[ii] you have provided us with acceptable identification; and</li> <li>[iii] you have provided us with acceptable identification; and</li> <li>[ivi] you have agreed to pay all relevant prices and fees; and</li> <li>[ivi] you have provided <u>security</u> if we have required it [see clause 15.3 below]; and</li> <li>[ivi] you have provided <u>security</u> if we have required it [see clause 15.3 below]; and</li> <li>[ivi] you have no outstanding debt relating to the supply of gas by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and</li> <li>[ivii] you have arranged for us to be provided with any notices and other information that we have requested; and</li> <li>[iviii] you have let us or the network operator [as applicable] have access to the supply address under clause 14.</li> <li>We will arrange for you to be connected in accordance with the standards maintained by the network operator.</li> <li>We can ask you to pay for all gas used at the supply address since the final meter reading was taken [clause 16 explains when the final meter reading is taken].</li> <li>If we don't do a final meter reading on the day the previous customer moved out, we will estimate how much gas you used and how much the previous customer used. We will try to share the cost of gas between you and the previous customer:</li> <li>[n] so that you and the previous customer each pay a fair share; and</li> <li>[o2] so that we don't overcharge or undercharge you.</li> </ul>  |                                  |

| [c] your gas has been turned off in accordance with clause 20.1, under the contract or a previous contract.  |   |
|--|---|
| We may require the security as either or both:   |   |
| [di] a payment deduction authority for us to deduct payment for bills from your nominated credit card or bank account; or  | Formatted: Indent: Left: 0.65 cm                  |
| The amount of the refundable advance shall be no greater than 1.5 times the average bill if you are on quarterly billing, and 2.5 times the average bill if you are on monthly billing. Average billing shall be calculated with reference to the consumption of similar customers or business types.  |   |
| Where the refundable advance is an amount of money, The the refundable advance will be kept in a separate account and  |   |
| separately identified in our accounting records. Interest will accrue on the refundable advance at the bank bill rate [as defined in the relevant regulations]. Interest will accrue daily and will be capitalised every 90 days.  |   |
| We will only use the refundable advance [plus any accrued interest] to offset any amount you owe to us:  |   |
| <ul> <li>[i] if you have failed to pay a bill resulting in gas being turned off at your supply address; or</li> <li>[aii] if you do not pay your final bill; or</li> <li>[biii] if you have failed to pay a bill but we agree to use the refundable advance to avoid the need to turn your gas off; or</li> <li>[iii] at your request if you are vacating the supply address or you ask us to turn gas off at the supply address; or</li> <li>[iv] to offset any amount you owe us if you transfer to another gas supplier.</li> <li>Where we use the refundable advance in accordance with this clause, we will provide you with an account of its use and pay the balance [if any] of the refundable advance together with remaining interest to you within ten [10] business days.</li> </ul> | Formatted: Indent: Left: 0.65 cm                  |
| Where you have provided a refundable advance as security in accordance with this clause and you have completed two [2] years of payment of our bills by the due date of the initial bill we will, within ten [10] business days, inform you of the amount of the refundable advance including any interest payable and use this to credit your account unless otherwise instructed by you.   |   |
| 16 Moving out of the supply address  |   |
| If you move out of the supply address you must:  |   |
| [a] give us at least three five [35] business days notice; and   | Formatted: Font: Not Italic                       |
| <ul> <li>[b] give us an address where the final bill can be sent.</li> <li>We will take a final meter reading and then issue you with a final bill. We can charge you a fee for doing this.</li> </ul>   |   |
| If you leave the supply address and a new customer enters into a contract for that supply address, you will not be required to pay for any gas supplied after the new customer becomes obliged to pay for gas.   |   |
| If we don't read the <i>meter</i> on the day you move out, we will estimate as per clause 5 how much gas you used and how much the next customer used. We will try to share the cost of gas between you and the next customer:   |   |
| [ci] so that you and the next customer each pay a fair share; and         [dii] so that we don't overcharge or undercharge you.  | Formatted: Indent: Left: 0 cm,<br>Hanging: 0.6 cm |
| If you give us at least three five [35] business days' notice before you move out, we will not ask you to pay for gas supplied after from the day you move out.  | Formatted: Font: Not Italic                       |
| If you don't give us at least three five [35] business days notice before you move out, we can ask you to pay for gas used at the supply   | Formatted: Font: Not Italic                       |
| address for up to five [5] days after you have notified us that you have moved out. If you are forced to move out [for example, by eviction] with less than three five [35] business days notice, and you let us know immediately, we will not ask you to pay for gas used at the supply address beyond the period of notice you were given.   | Formatted: Font: Not Italic                       |
| 17 If things happen beyond your control  |   |
| You must pay your bill by the due date shown on the bill, even if something happens which is beyond your control.  |   |
| Otherwise, if something beyond your control happens which makes you breach the contract:   |   |
| <ul><li>[a] you must tell us immediately; and</li><li>[b] we will excuse that breach for as long as the thing beyond your control lasts.</li></ul>   |   |
| 18 If things happen beyond our control   |   |
| If something beyond our control happens which makes us breach the contract, you must excuse that breach for as long as the thing beyond our control lasts.   |   |
| Because we don't operate the gas distribution network [clause 30 explains this further], one of the things which can happen beyond our control is that the network operator doesn't transport gas. We will use our contract with the network operator to try to make sure that this does not happen.   |   |
| 19 We can change these terms and conditions  |   |
| 19.1 How we can change these terms and conditions  |   |
| We can change these terms and conditions without your consent [although before we can do this we must submit the changes for approval by the Economic Regulation Authority in accordance with relevant regulations].   |   |
| We will publish the changed terms and conditions and the date from which the change commences [see clause 312.2 about how we publish things]. The terms and conditions will change on the published date.  |   |
| 19.2 If you don't like the changed terms and conditions  |   |
|  |   |

If you don't agree to the changed terms and conditions of the contract, you can end the contract. Clause 24 explains how to do that. 20 When your gas can be turned off, and when it will be turned on again 20.1 Unpaid bills We can turn off your gas or arrange for the network operator to turn off your gas if: [a] you haven't paid your bill for this supply address [or any previous -address] in full by the due date shown on the bill; and [b] we haven't agreed to an alternative payment plan for the amount you owe us; or [c] we have agreed to an alternative payment plan for the amount you owe us but you don't keep to that plan. Your gas cannot be turned off if the unpaid amount of your bill: [d] is for our supplying or installing an appliance; or [e] is less than your average bill over the past 12 months and you have agreed with us to repay the amount; or [f] doesn't relate to the supply of gas but relates to some other good or service. Before your gas can be turned off for non-payment of a bill, we will: [a] aive you [in writina]: [i] a "reminder notice" at least 14 business days after the date the bill was issued, advising that payment is overdue and requiring you to pay by a specified date [which will be at least 20 business days after the date the bill was issued]; and [ii] if you then fail to pay by the date specified in the reminder notice, a "disconnection warning notice" at least 22 business days after the date the bill wasis issued, requiring you to pay by a specified date [which will be at least 10 business days after the date of the disconnection warning notice]; and [h] do our best to contact you [in person, by telephone, by electronic means or in writing]; and Formatted: Font: Italic [i] if you are paying the residential price: [i] offer you an alternative payment plan; and [ii] give you the information required in clause 6.2[q]; and if you are not paying the residential price, offer you terms for an extension of time to pay beyond the original due date shown in [i] the bill [which may include payment of interest].; and We will not turn off your gas [or arrange for the network operator to turn off your gas] unless you have not accepted an offer under clauses 20.1 [i] [i] or [j], or you accept an offer but don't take any reasonable action towards settling the debt within the time specified in the offer. We will comply with the customer service code when we turn off your gas or arrange for the network operator to turn off your gas. We can charge you a fee for turning off [or arranging for the network operator to turn off] your gas. If your gas is turned off for this reason and you either pay the amount due in full or agree to an alternative payment plan, we will turn your gas back on or arrange for the network operator to turn your gas back on. We can charge you a fee for turning your gas back on [or for arranging for the network operator to turn your gas back on]. 20.2 Not allowing access to the meter If you don't give us or the network operator safe and unrestricted access to the supply address to read the meter, we can turn off your gas or arrange for the network operator to turn off your gas. Before your gas is turned off for this reason: [a] we or the network operator will try to access the meter on at least three [3] consecutive meter readings; and [b] prior to issuing a disconnection warning notice under clause 20.2(e), each time we or the network operator can't get access we will give you in writing five [5] business days notice: [i] advising of the next date or timeframe of a scheduled meter reading at the supply address; [ii] requesting access to the meter and the supply address for the purpose of the scheduled meter reading; and [iii] advising you of our ability to arrange -provide access to the meter; and [c] we will give you a chance to give us or the network operator access by some other reasonable means; and [d] we will use our best endeavours to contact you personally, by telephone or in writing; and [e] we will give you a written disconnection warning notice advising you that your gas will be turned off on a day that is at least five [5] business days after you are deemed to have received the disconnection warning notice. We can charge you a fee for turning off your gas or arranging for the network operator to turn it off. If your gas is turned off for this reason and you provide access to the meter within ten [10] business days after your gas is turned off, we will turn your gas back on or arrange for the network operator to turn your gas back on. We can charge you a fee for turning your gas back on [or for arranging for the network operator to turn your gas back on]. 20.3 Emergencies

We can always turn off your gas or arrange for the network operator to turn off your gas without giving notice to you in an emergency, or if necessary to reduce the risk of fire or to comply with a law.

In this case, you can get information on the nature of the emergency and an estimate of when gas supply is likely to be restored by contacting the 24 hour emergency line.

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

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

20.4 Health or safety reasons

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

[a] notify you in writing of the reason; and

- [b] if we think you can fix the reason, we will give you five [5] business days to fix or remove the reason; and
- [c] if the reason remains after that five [5] business day period, we will give you a written notice advising you of our intention to disconnect your gas on a day that is a further five [5] business days after you are deemed to have received the written disconnection notice.

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

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

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

#### 20.5 Legal requirement

We can turn off your gas or arrange for the network operator to turn off your gas for a period of time without notice to you, if required by law to do so. In this case, or if we ask you to use less gas or stop using gas, you must do as we ask.

We will do our best to turn on your gas or arrange for the network operator to turn your gas on again as soon as possible.

#### 20.6 Planned maintenance

We can turn off or interrupt your gas supply or arrange for the network operator to turn off or interrupt your gas supply when it is necessary for the network operator to carry out work on the gas network. We will use our best endeavours to ensure that any such interruptions to supply are minimised. Subject to any relevant regulations, we will give you at least four [4] days notice before interrupting or disconnecting your gas supply due to planned work on the gas network.

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

#### 20.7 Unauthorised use of gas

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

- [a] if you commit a fraud relating to our supply of gas to you at the supply address; or
- [b] if you get gas supplied to the supply address illegally; or
- [c] if you get gas supplied to the supply address in breach of the contract; or

[d] if you get gas supplied to the supply address in breach of a relevant code or relevant regulation.

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

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

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

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

If we think you have used gas illegally, we can tell the *Economic Regulation Authority*, the Director of Energy Safety or the Police [as appropriate], and give them any information we have in relation to your illegal use.

#### 20.8 Refundable advance

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

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

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

21 When your gas cannot be turned off

Your gas cannot be turned off:

[a] where you have provided us with a written statement from a medical practitioner that continued supply of gas is necessary to protect the health of a person living at the supply address; or

|   | to an alternative payment plan under clause 20 and you have not deviated from this plan; or<br>plaint, directly related to the reason for your gas being turned off, to the Energy Ombudsman, and the  | Formatted: Font: Italic     |
|---|--|-----------------------------|
| complaint remains unres   |  | Formatted. Font. Italic     |
| [e] where the unpaid amou   | nt in your bill doesn't relate to the supply of gas but relates to some other good or service; or  |                             |
| [f] after 3pm on a weekday, a interruption].  | or on a Friday or the day before a public holiday or a weekend or public holiday [except where required for a planned  |                             |
| The above do not restrict clau<br>turned off.   |  |                             |
| 22 If you have been disconr   | nected, the meter can be removed or physically disconnected  |                             |
| , 0   | off under the contract, we can remove the meter or physically disconnect the meter [or arrange for the<br>at the same time your gas is turned off, or at a later time.   |                             |
| The fees for turning off your g   | as and turning your gas back on can include separate fees for:   |                             |
| <ul><li>[a] removing or physically dis</li><li>[b] replacing or physically re</li></ul> |  |                             |
|   | g your meter or reconnecting your gas will be charged where your gas has been turned off under clause 20.3, 20.4 <u>(except</u>  |                             |
| 23 When your gas will be tur  |  |                             |
|   | rs to have your gas turned back on according to the deadlines in the following table:  | Formatted: Font: Italic     |
| If <i>you</i> ask <i>us</i> to turn   | then we will;;   |                             |
| your gas back on  | -  |                             |
| before 3.00pm on  | use our best endeavours  | Formatted: Font: Not Italic |
| a business day  | to turn your gas back on,<br>on the same day <del>the</del>  |                             |
|   | the request is made  |                             |
| after 3.00pm on a business<br>day, or on a day which is                                 | turn your gas back on<br>as soon as possible on  |                             |
| not a business day  | the next business day  |                             |
| after 3.00pm on a business<br>day or on a day which is not                              | turn your gas back on,<br>on the same day as   |                             |
| a business day, and you pay   | the request is made  |                             |
| our fee for turning your gas<br>back on after-hours                                     |  |                             |
| [The above deadlines will not   | apply if the meter has been removed or physically disconnected.]   |                             |
| 24 Ending the contract  |  |                             |
| 24.1 You can end the contrac  |  |                             |
| business days notice of th  | t at any time, but [unless you transfer to another gas supplier under clause 24.3] you must give us at least three [3] e day you want the contract to end.   |                             |
| you enter into it ["cooling   | he contract as a result of door to door marketing, you can end the contract within ten [10] business days after<br>-off period"] by giving us notice that you want the contract to end. We will not supply you gas during the cooling-<br>est us to supply you with gas during the cooling-off period. |                             |
| If you request us to suppl<br>us for any gas supplied.                                  | y you with gas during the cooling-off period but end the contract during the cooling-off period, you must pay  |                             |
| Clause 24.4 explains who  | t happens when the contract ends.  |                             |
| 24.2 We can end the contrac   |  |                             |
| We can end the contrac<br>you:  | t, or turn off your gas or arrange for the network operator to turn off your gas, without giving notice to you if  |                             |
| [a] become insolvent; o   |  |                             |
| <ul><li>[b] go into liquidation; o</li><li>[c] commit an act of bo</li></ul>            |  |                             |
| [d] commit a substantia<br>to be used at anothe   | l breach of the contract [for example, if you bypass your meter or allow gas delivered to your supply address  |                             |
|   | we can end the contract by writing to you saying the contract is ended. Clause 24.4 explains what happens  |                             |
| We can agree with you a   | on alternative ways of dealing with one of these situations.   |                             |
| If we end the contract, o   | r turn off your gas or arrange for the network operator to turn off your gas, under this clause, before we supply  |                             |
|   |  |                             |
|   |  |                             |

|   | · · · · · · · · · · · · · · · · · · ·   |                             |
|---|---|-----------------------------|
|   | you gas again we can require you to give us a refundable advance. This refundable advance will be incorporated as a special condition to the contract.  |                             |
|   | 24.2A When we cannot end the contract   |                             |
|   | Other than if you commit a substantial breach of the contract [for example, if you bypass your meter or allow gas delivered to your<br>supply address to be used at another supply address], we will not end the contract if you commit a breach of the contract unless:  |                             |
|   | <ul> <li>[a] we have a right to disconnect supply under the contract, a written law, or a <u>relevant code</u>; and</li> <li>[b] we have disconnected supply to all <u>supply</u> addresses covered by the contract.</li> </ul>   | <br>Formatted: Font: Italic |
|   | 24.3 When the contract ends   | Tormatted. Fond. Italic     |
| 1 | If you enter into a different contract with us, thise contract ends when the cooling-off period of the new contract ends.   |                             |
|   | If you enter into a contract with a different gas supplier, the contract ends when you have been transferred to the other gas supplier in accordance with the retail market rules.  |                             |
|   | If your gas is turned off under the contract, the contract won't end until you no longer have any right to have your gas turned back on under the contract, law or a relevant code.   |                             |
|   | 24.4 What happens when the contract ends  |                             |
|   | If either you or us end the contract, on the last day of the contract we will:  |                             |
|   | <ul> <li>[a] turn off your gas or arrange for the network operator to turn off your gas; and</li> <li>[b] take [or arrange for the network operator to take] a final meter reading.</li> </ul>  |                             |
|   | We will then issue you with a final bill.   |                             |
|   | Subject to any relevant regulation or relevant code, we will charge you a fee for turning off your gas [or having the network operator turn off your gas], taking [or having the network operator take] a final meter reading, and issuing a final bill.  |                             |
|   | We can arrange for the network operator to remove any network equipment at any time after the contract ends, and you must let the network operator have safe and unrestricted access to the supply address to enable it to do so.   |                             |
|   | If you wish to start buying gas from us again, you will need to apply for a new contract.   |                             |
|   | Ending the contract does not release you or us from an obligation [such as an obligation to pay bills] which arose before the contract ended.   |                             |
|   | 25 You must not assign the contract   |                             |
|   | The contract is personal to you. You must not assign, transfer, subcontract or otherwise dispose of any of your rights or obligations under the contract unless we agree.   |                             |
|   | 26 We can assign the contract   |                             |
|   | We can assign the <i>contract</i> , without notice to you, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the <i>contract</i> . If we do, we will tell you about the assignment, either before or as soon as is reasonably practicable after it happens. |                             |
|   | 27 Duration   |                             |
|   | The contract will come into effect on the day we open your account at the supply address. Unless you or us end the contract earlier under clause 24, the contract will continue for a period of one [1] year from the day it came into effect.  |                             |
|   | However, if one [1] year passes without either you or us ending the contract under clause 24, the contract will automatically be renewed for an additional one [1] year period, and so on, until either you or us ends the contract under clause 24.  |                             |
|   | 28 Privacy  |                             |
| 1 | We will comply with all relevant privacy legislation in relation to your personal information. We will keep information about you secure and only disclose such information about you to an officer, employee or legal or financial adviser of Alinta Energy if:  | <br>Formatted: Font: Italic |
| ļ | <ul> <li>[a] the disclosure is necessary to enable the recipient -to perform its obligations or to exercise its rights under this contract; and</li> <li>[b] prior to the disclosure, the recipient is informed of their obligations in relation to the use of confidential information.</li> </ul>                                   |                             |
|   | In addition, we will ensure that all personnel complete such privacy and other training as may be required to ensure confidentiality of your personal information is maintained.  |                             |
| l | We respect your privacy and will only use and disclose your personal information as permitted by the Privacy Act 1988 [Cth] and <u>the</u> <u>AustralianNational</u> Privacy Principles, and in accordance with our privacy policy.   |                             |
| 1 | A copy of our privacy policy is available on our website at www.alintaenergy.com.au/Everything-Alinta-Energy/Policies/Privacy-Policy. If you have any questions you can contact our Privacy Officer at customer.services@alintaenergy.com.au.   |                             |
|   | 29 Protection for us [Exclusion clause]   |                             |
|   | This clause means that you might not be able to get compensation from us for some losses you might suffer as a result of our actions. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.   |                             |
|   | Despite anything else the contract says, and despite anything outside the contract, we will only ever be liable to you for direct damage.<br>We will not in any circumstances be liable to you for indirect damage, including:  |                             |
|   | a) indirect loss or   |                             |

[a] indirect loss; or

- [b] consequential loss; or
- [c] business interruption loss; or
- [d] lost profits; or
- [e] loss of an opportunity; or

[f] your liability to other people under contracts or otherwise.

30 Network operator

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

Where the contract refers to us or the network operator doing something [such as turning off your gas supply, or having access to the supply address, or inspecting, looking after or reading the meter], it will often be the network operator that does so in our place.

We will try to make sure that our contract with the network operator obliges the network operator to do any things that these terms and conditions oblige us to do, but which in fact can only be done by the network operator. [For example, we promise in these terms and conditions that if your gas is turned off due to work on the network, we will turn on your gas [or arrange for the network operator to turn on your gas] as soon as possible, but in fact this depends on how quickly the network operator completes the work.]

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

- 31 Interpretation
- 31.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

"Australian Privacy Principles" has the meaning given in the Privacy Act 1988 (Cth); and

"Alinta Energy" means collectively the companies within the Alinta Energy group, including Alinta Sales Pty Ltd trading as Alinta Energy; and

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

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

"cooling-off period" has the meaning given to it in clause 24.1; and

"customer charter" means the Alinta Energy Customer Charter in effect from time to time; and

"customer service code" means the Compendium of Gas Customer Licence Obligations [also known as the Gas Customer Code] [unless an alternative customer service code is approved by the *Economic Regulation Authority*, in accordance with *our trading licence*, in which case it means the approved code]; and

[a] a gas marketing agent -

- [i] goes from place to place seeking out persons who may be prepared to enter, as customers, into contracts; and;
- the gas marketing agent or some other gas marketing agent then or subsequently enters into negotiations with those
  prospective customers with a view to arranging contracts on behalf of, or for the benefit of, a retailer or party other than the
  customer; and

"Economic Regulation Authority" means the body established by the Economic Regulation Authority Act 2003; and

"electronic means" has the meaning given in the customer service code-; and

"Energy Ombudsman" means the scheme established under section 11ZPZ(1) of the Energy Coordination Act 1994; and

"fee" means a fee other than a standard price; and

"gas marketing agent" means:

[a] a person who acts on behalf of the holder of a trading licence:

- [i] for the purpose of obtaining new customers for the licensee; or
- [ii] in dealings with existing customers in relation to contracts for the supply of gas by the licensee; or
- [b] a representative, agent or employee of a person referred to in paragraph [a]; and

[c] not a person who is a customer representative; and

"Gas Tariffs Regulations" means the Energy Coordination [Gas Tariffs] Regulations 2000 and the Gas Corporation [Business Disposal] [Gas Tariffs] Regulations 2000; and

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

"medical practitioner" means a person registered under the Health Practitioner Regulation National Law [WA] Act-Law 2010 in the medical profession; and

"meter" means the equipment we have installed [or will install] at the supply address to measure the volume of gas you use [and

| includes the short lengths of gas pipe which protrude from the meter]; and   |                                  |
|--|----------------------------------|
| "network equipment" means equipment that is the property of the network operator, including the meter and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to you, before [upstream of] the point where gas leaves the meter; and   |                                  |
| "network operator" means the operator of the network from time to time and includes its employees, subcontractors, agents and successors in title; and   |                                  |
| {Note: The network operator is called the 'gas distribution operator' in the Energy Coordination Act 1994 and other relevant regulations.}   |                                  |
| "payment deduction authority" means a verifiable consent authorising us to deduct monies from <u>youra customer's nominated credit</u> card or bank account in payment of energy bills; and  | Formatted: Font: Italic          |
| "price" means the charge for selling gas as determined from time to time and <i>published</i> by us, and can include a fixed component and a usage component; and  |                                  |
| "publish" means to publish a thing in the ways set out in clause 31.2; and   |                                  |
| "refundable advance" means an amount of money or other arrangements acceptable to Us as security against you defaulting on the payment of a bill; and  |                                  |
| "relevant codes" means any codes and standards applying to our supply of gas to you under the contract including [as at the dat<br>of the contract] the customer service code, the Gas Marketing Code of Conduct 20 <u>15</u> 04, and the Australian Standard <u>A\$/NZ\$</u><br><u>10002:2014 Guidelines for complaint management in organizationson Complaints Handling [A\$ ISO 10002:2006]</u> ; and   | e                                |
| "relevant regulations" means any laws and regulations applying to our supply of gas to you under the contract, including [as at the date of the contract] the Energy Coordination Act 1994, the Energy Coordination [Customer Contracts] Regulations 2004, and the Gas Tariffs Regulations; and  |                                  |
| "retail market rules" is defined in section 11ZOA of the Energy Coordination Act 1994; and   |                                  |
| "security" means either a payment deduction authority or refundable advance [or other form as agreed by us] required by us as<br>security against payment of bills; and  |                                  |
| "supply address" means the address to which gas will be supplied under the contract; and   |                                  |
| "trading licence" means our trading licence under the Energy Coordination Act 1994; and  |                                  |
| "unit" is a measure of the amount of energy in gas, with one unit equalling 3.6 megajoules, which is the same energy as 1 kilowatt-hou<br>or one unit of electricity; and  | ır                               |
| "we" and "us" means Alinta Sales Pty Ltd<br>[ABN 92 089 531 984] trading as Alinta Energy of Level 13 The Quadrant, 1 William Street, Perth, Western Australia, 6000, and includes of<br>employees, subcontractors, agents and successors in title; and  | ur                               |
| "work" includes installing, operating, maintaining, renewing and replacing any network equipment; and  |                                  |
| "you" means the person to whom gas is [or will be] supplied under the contract; and  |                                  |
| "your equipment" means all pipes and equipment used to transport, control or consume gas located after [downstream of] the poin where gas leaves the meter at your supply address [except any network equipment].  | t                                |
| 31.2 How we publish things   |                                  |
| Where these terms and conditions say that we will publish a thing, we will:  |                                  |
| <ul> <li>[a] advertise the thing in the The West Australian newspaper [except where the thing relates solely to the Kalgoorlie-Boulder area, in which case we will advertise the thing in the Kalgoorlie Miner newspaper]; orend</li> <li>[b] place details of the thing on our website; orend</li> <li>[c] post you a notice of the thing [this notice may be sent before your next bill, or may be sent with or printed on your next bill].</li> <li>Where we are required by law to do so, we will also publish a thing by putting a notice in the Government Gazette.</li> </ul> |                                  |
| The address of our website appears in clause 32 and will appear on each bill.  |                                  |
| 31.3 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  |                                  |
| <ul> <li>[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<br/>clearer or simpler style, the ideas are not to be taken to be different just because different forms of words were used.</li> <li>For example:</li> </ul>  |                                  |
| [ <u>ci</u> ] "do our best" means "use best endeavours"; and   | Formatted: Indent: Left: 0.65 cm |
| [diii] "try" means "use reasonable endeavours"; and<br>[eiii] "end", in relation to the <i>contract</i> , means "terminate"; and   |                                  |

[eiii] "end", in relation to the contract, means "terminate"; and [fiv] "can" means there is a discretion as to whether the thing stated is done or not done; and

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| $[\underline{a} +]$ "will" and "must" both mean that the thing stated has to be done.   |        |  |
|---|--------|--|
| .4 Other rules of interpretation  |        |  |
| Interpretation Act  |        |  |
| The rules of interpretation contained in the Interpretation Act 1984 <u>(WA)</u> apply to the interpretation of these terms and conditions as though the contract were a written law, unless the contrary intention is shown.   |        | Formatted: Font: Italic  |
| Use of italic typeface  |        |  |
| The fact that italic typeface has been applied to some words or expressions, it is solely to indicate that those words or expressions may be defined in clause 31.1 or elsewhere, and in interpreting this contract the fact that italic typeface has or has not been applied to a word or expression is to be disregarded. This clause 31.4 does not limit the application of clause 31.1. |        |  |
| Examples  |        |  |
| Examples do not limit the generality of a clause [including when the example is introduced by the word "including" or similar words].   |        |  |
| Laws, regulations, codes etc.   |        |  |
| A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.   |        |  |
| Notes   |        |  |
| Where information in this contract is set out in braces [namely "{" and"}"], the information:   |        |  |
| <ul> <li>[a] is provided for information only and does not form part of this contract; and</li> <li>[b] is to be disregarded in interpreting this contract.</li> </ul>  |        |  |
| .5 Miscellaneous  |        |  |
| Applicable law  |        |  |
| The contract is entered into under Western Australian law.  |        |  |
| No waiver   |        |  |
| A failure, delay or partial exercise of a power or right by us is not a waiver of that power or right, and does not preclude a further exercise by us of that or any other power or right under the contract.   |        |  |
| Entire agreement  |        |  |
| The contract constitutes the entire understanding between you and us concerning the subject matter of the contract. This clause operates to the extent permitted by law.  |        |  |
| Severability  |        |  |
| If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.   |        |  |
| Notices   |        |  |
| Unless these terms and conditions say otherwise, notice <u>under the contract</u> does not have to be in writing.   |        | Formatted: Not Highlight   |
| Any written notice given under these terms and conditions must be sent to the address for service in the contract. Notice is deemed to  | $\sim$ | Formatted: Font: Italic, Not Highlight   |
| be given <u>and received</u> according to the following table:  |        | Formatted: Not Highlight   |
| In the case of notice will be deemed to have been given <u>and received</u>   |        |  |
| oral communication, in at time of communication person or by telephone  |        |  |
| personal delivery upon delivery   |        |  |
| posting two [2] business days   |        |  |
| after posting   |        |  |
| facsimile upon proof of transmission  |        |  |
| facsimile upon proof of<br>transmission   |        | Formatted: Indent: Left: 0.6 cm,   |
| facsimile upon proof of transmission       email     when the sender's computer       or other device from which  | -      | Hanging: 3.65 cm, Right: 10.8 cm, Tab  |
| facsimile upon proof of<br>transmission<br>email when the sender's computer<br>or other device from which<br>the email was sent records   |        |  |
| facsimile upon proof of transmission       email     when the sender's computer       or other device from which  |        | Hanging: 3.65 cm, Right: 10.8 cm, Tab<br>stops: 4.25 cm, Left + 8.25 cm, Left +<br>Not at 4.2 cm                             |
| facsimile     upon proof of transmission       email     when the sender's computer       or other device from which the email was sent records that the email was successfully transmitted   |        | Hanging: 3.65 cm, Right: 10.8 cm, Tab stops: 4.25 cm, Left + 8.25 cm, Left +   |
| facsimile upon proof of<br>transmission<br>email when the sender's computer<br>or other device from which<br>the email was sent records<br>that the email was   |        | Hanging: 3.65 cm, Right: 10.8 cm, Tab<br>stops: 4.25 cm, Left + 8.25 cm, Left +<br>Not at 4.2 cm<br>Formatted: Not Highlight |

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#### Electronic communications

You agree that we can send any notices, communications or information under this contract to you by electronic means, including by email, using the details that you have provided. We can set any rules about how we will communicate things to you by electronic means, and what things may be communicated by electronic means, and we will tell you how to find out what those rules are.

If we cannot deliver any communications to you by electronic means, or if we know that you are not able to receive things by electronic means, then we can send those communications to you by other means, including by post.

We have the ability under the <u>contract</u> to engage in electronic commerce with <u>you. We won't start using electronic commerce</u> without agreeing with you. We can set any rules about how electronic commerce is to operate and what things may be communicated electronically, and <u>we will tell you how to find out what those rules are</u>.

#### 32. Contact details

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

Registered office address Level 11, 16-20 Bridge Street SYDNEY NSW 2000

Business address <u>1 William Street</u> <u>PERTH WA 6000</u>

Postal address Locked Bag 55 PERTH WA 6849

Telephone/facsimile/e-mail Residential [WA] Monday to Friday 8.00am to 5.00pm Telephone 13 13 58 Facsimile 08 9486 3346 E-mail customer.services@alintaenergy.com.au

Business [WA] Monday to Friday 8.00am to 5.00pm Telephone 13 13 58 Facsimile 08 9486 3951 E-mail energy.sales@alintaenergy.com.au

Outside WA Monday to Friday 8.00am to 5.00pm [WST] Telephone 1800 677 945 E-mail energy.sales@alintaenergy.com.au

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

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

Internet http://www.alintaenergy.com.au

Any changes to our contact details will be published.

Alinta Sales Pty Ltd trading as Alinta Energy ABN 92 089 531 984

Locked Bag 55 Perth WA 6849 T 13 13 58 F 08 9486 3346

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|-------------------------|
| Formatted: Font: Italic |

### customer.services@alintaenergy.com.au

alintaenergy.com.au

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