

Standard Terms and Conditions – Enwave WA

Standard Terms and Conditions Enwave WA Pty Ltd

**Enwave WA Pty Ltd
(ABN 24 634 578 206)**

Version 1.0

Dated

Day Month Year

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Standard Electricity Contract

Company name: **Enwave WA Pty Ltd**

Australian Business Number: **24 634 578 206**

Registered office address: **Suite 3, Level 38, 120 Collins Street, Melbourne VIC 3000**

Business office address: **Level 22, 135 King Street, Sydney, NSW, 2000**

Postal address: _____

Mobile: _____

Email: _____

Internet website address: _____

I, _____, the Customer:

- A apply to Enwave WA for the supply of electricity to the Premises on the terms and conditions contained in the Enwave WA Standard Electricity Terms and Conditions;
- B acknowledge receipt of the prescribed Code of Conduct and Australian Consumer Law information outlining the various rights and obligations of Enwave WA and the Customer; and
- C request the supply of electricity during the Cooling-off Period ☐ (tick if required).

Signed by the Customer or for and on behalf of the Customer by its duly authorised representative:

Signature: _____

Name (print): _____

Date: _____

Signed for and on behalf of Enwave WA by its duly authorised representative:

Sign: _____

Name (print): _____

Date: _____

Agent details (if acting on Enwave WA's behalf)

Signed for and on behalf of Enwave WA by its duly authorised agent:

Sign: _____

Company name: _____

Name (print): _____

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Business address (not PO Box): _____

Date: _____

Telephone: _____

Email address: _____

Contract Particulars

Your details

Title: _____

Family name: _____

Given names: _____

Postal address: _____

Suburb: _____ Postcode: _____

Work: _____

Mobile: _____ Facsimile: _____

Email: _____

Your business details

Registered Business Name: _____

ABN/ACN: _____

Connection details (address of site connection required)

Unit no.: _____

Lot no.: _____

Street: _____

Suburb: _____ Postcode: _____

Date connection required: _____

Product & pricing details

Standard Price

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Cooling-off Period

In addition to Your rights under the Enwave WA Standard Form Contract Terms and Conditions, You can end the Contract by giving Us notice that You want the Contract to end during the following period:

- A if the Contract was not negotiated by telephone - the period of 10 Business Days starting at the start of the first Business Day after the day on which the Contract was made; or
- B if the Contract was negotiated by telephone - the period of 10 Business Days starting at the start of the first Business Day after the day on which You were given the Contract,
(the **Cooling-off Period**).

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

- A electricity is not connected to the Premises; or
- B electricity is connected to the Premises, but no electricity is being supplied to the Premises by Us.

If, at Your request, We supply You with electricity during the Cooling-off Period and You end the Contract during the Cooling-off Period, We may charge You for any electricity and associated services supplied by Us to You during this period.

1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this document the following definitions apply:

Appropriately Qualified Medical Practitioner	means a specialist medical practitioner, a hospice doctor, or a practitioner working in a specialist department of a hospital; or a doctor or general practitioner if they also work on an occasional basis from a local hospital or rural health service, or a hospice doctor.
Australian Consumer Law	means schedule 2 to the <i>Competition and Consumer Act 2010</i> (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 <i>Fair Trading Act 2010</i> (WA).
Bank Bill Rate	means the average rate (rounded up to 4 decimal places) for bank accepted bills having a term equal to or nearest to 90 days as displayed on the “BBSW” a page of the Reuters Monitor System at or about 10:30am Eastern Standard Time on the first day of the relevant 90 day period under clause 19.2 or, if the rate is not displayed on that day, the rate displayed on the most recent day before that day.
Billing Cycle	means the regular recurrent period in which You receive a bill from Us.
Business Customer	means a customer who does not consume more than 160 MWh of electricity per annum and who does not consume electricity solely for domestic use.
Business Day	means any day except a Saturday, Sunday or public holiday in Western Australia.
Change in Law	means a change in an existing Law, the imposition of a new Law or the decision of any person tasked with administering or making decisions under any Law, which directly or indirectly, results in an increase in Our cost of supplying or selling electricity to You under this Contract.
Claim	means any claim, demand, action or proceeding made or instituted against You or Us.
Code of Conduct	means the Code of Conduct for the Supply of Electricity to Small Use Customers referred to in section 79 of the <i>Electricity Industry Act 2004</i> (WA).
Concession	means a concession, Rebate subsidy or grant related to the supply of electricity available to a Residential Customer only.
Connection Point	has the meaning given to that term in the Metering Code.
Consumer	has the meaning given to that term in the Australian Consumer Law.
Contract	means the legally binding agreement between You and Us, comprised of the Contract Particulars and these terms and conditions.
Contract Particulars	means the document that sets out particular characteristics of supply to You, which has been signed by You and which, together with these terms and conditions comprises the Contract.
Customer Complaints Policy	means Our published policy in force from time to time (as amended or replaced by Us from time to time) describing the process to be followed by Us in responding

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	to a complaint by You and which can be obtained on request from Our customer centre or from Our website.
Customer Transfer Code	means the <i>Electricity Industry (Customer Transfer Code) 2016</i> (WA).
DevelopmentWA	means the entity established under the <i>Western Australian Land Authority Act 1992</i> (WA), previously known as Landcorp,
Disconnection Warning	means a notice in writing that We issue to You advising You of a date that We may disconnect You if You have not paid Your bill or if You have failed to provide access to the Meter and explaining the complaint handling process that You can use if You disagree with Your bill.
Distribution System	means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of electricity at nominal voltages of less than 66 kilovolts (kV).
Electricity Supply Equipment	is defined in clause 9.3.
Electronic	has the same meaning as in clause 1.5 of the Code of Conduct.
Emergency	means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.
Event Beyond Your Control or Event Beyond Our Control	means an event or circumstance affecting You (in the case of an Event Beyond Your Control) or Us (in the case of an Event Beyond Our Control), and in each case that is beyond the direct control or influence of that affected person, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a Distribution System or the electricity transmission system (as defined in section 3 of the <i>Electricity Industry Act 2004</i> (WA)) but excludes Your or Our inability to pay any money due under this Contract for any reason.
Excluded Loss	<p>means all and any of the following (whether or not known to or contemplated by Us or You, or otherwise reasonably foreseeable at any time):</p> <ul style="list-style-type: none">(a) business interruption loss;(b) lost profits;(c) loss of an opportunity;(d) Your liability to others under contracts, applicable Laws or otherwise;(e) indirect or consequential loss of any kind;(f) any loss to the extent it is caused by Your own negligence or other fault; or(g) any loss to the extent it is caused by an Event Beyond Our Control.

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Interest	means the cash rate for the Reserve Bank of Australia plus 6 per cent, calculated daily.
Land Developer	means the person that transferred the Distribution System to Us and, where applicable, includes DevelopmentWA.
Law	means any legislation, regulations, subsidiary legislation, codes, ordinances, decrees, administrative decisions or similar in respect of the state of Western Australia or the Commonwealth of Australia and includes the WEM Rules.
Life Support Equipment	means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme and renal dialysis equipment.
Meter	means the equipment used to measure the volume of electricity that We supply to You.
Metering Code	means the <i>Electricity Industry Metering Code 2005</i> (WA).
Microgrid	means the Distribution System and generation systems owned and/or operated by Us and any of Our Related Bodies Corporate.
Microgrid Easement	means any parcel of land in respect of which a part of the Microgrid is located.
MWh	means megawatt hour.
Network Access Tariff	means the charges payable by Us or by a Related Body Corporate of Us to Western Power Networks from time to time for transmission, distribution and access services.
Permitted Person	means, in respect of You or Us, any Related Body Corporate, invitee, customer, supplier, contractor, adviser, officer, employee or director of You or Us (as applicable).
Premises	means the address specified in the “Contract Particulars” to which electricity will be supplied to You under the Contract.
Privacy Policy	means Our published policy in force from time to time (as amended or replaced by Us from time to time) specifying the steps taken by Us to maintain customer confidentiality and which can be obtained on request from Our customer centre or from Our website.
Private Purpose	means wholly or predominantly for personal, domestic or household use or consumption.
Rebate	means any rebate or Concession that We publish as being available from time to time.
Related Body Corporate	has the meaning given to that term when used in the <i>Corporations Act 2001</i> (Cth).
Reminder Notice	means a notice in writing that We issue to You advising You that You have not paid Your bill and explaining how We may assist You if You are experiencing payment difficulties or financial hardship.
Residential Customer	means a customer who consumes electricity solely for domestic use.

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Security	means any agreement or document entered into by You and Us to secure performance of an obligation or payment due to Us under this Contract.
Security Deposit	means an amount of money in cash provided as security against You defaulting on a payment due to Us under this Contract.
Standard Price	means a charge, fee or rental to be paid by You for or in connection with the supply of electricity as set out in the “Contract Particulars” and those charges, fees or rentals for or in connection with the supply of electricity that We publish from time to time. Subject to any applicable legislation We can from time to time and at Our discretion change the Standard Price You must pay to Us for or in connection with the supply of electricity.
Supply Related Liability	<p>means any loss, damage or liability (including any Excluded Loss) arising for any reason from or in connection with:</p> <ul style="list-style-type: none">(a) any loss or curtailment of or interruption or delay in Your electricity supply (including any delay in connection, disconnection or reconnection of Your electricity supply);(b) any surge, disruption or fluctuation in electricity supply or its quality from time to time; or(c) Us failing, for any reason, to supply electricity meeting any particular quality, reliability or quantity.
Type 7	has the same meaning as Type 7 under the Metering Code.
We, Us and Our	means Enwave WA Pty Ltd (ABN 24 634 578 206).
WEM Rules	means the Wholesale Electricity Market Rules made under Part 9 of the <i>Electricity Industry Act 2004</i> (WA).
Western Power Networks	means the person who owns and operates the South West Interconnected System (as described in the <i>Electricity Industry Act 2004</i> (WA)).
You and Your	means the person to whom electricity will be supplied under the Contract.
Your Equipment	is defined in clause 9.5.
Your Protected Rights	<p>means:</p> <ul style="list-style-type: none">(a) any rights of recovery or to compensation You may have under the Australian Consumer Law (including in relation to Excluded Loss);(b) any other rights of recovery or to compensation You may have under Law, including, for example, any service standard payments that may be payable to You under part 14 of the Code of Conduct; or(c) any other condition, warranty or guarantee (including the application of any Consumer guarantee under the Australian Consumer Law) where applicable, <p>if and to the extent that We are prohibited by Law from excluding, restricting or modifying them.</p>

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Interpretation

- 1.2 In the Contract, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 a reference to anything 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;
 - 1.2.3 a reference to a person includes a public body, company, or association or body of persons, incorporated or unincorporated;
 - 1.2.4 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
 - 1.2.5 a reference to a clause is a reference to a clause of the Contract;
 - 1.2.6 headings are included for convenience and do not affect the interpretation of the Contract;
 - 1.2.7 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 from time to time;
 - 1.2.8 if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
 - 1.2.9 if the word 'including' or 'includes' is used, the words 'without limitation' are taken to immediately follow;
 - 1.2.10 a reference to writing includes any means of representing or reproducing words in visible form including by Electronic means, such as facsimile transmission;
 - 1.2.11 a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
 - 1.2.12 a reference to a month is to a calendar month and a reference to a year is to a calendar year;
 - 1.2.13 if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
 - 1.2.14 if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made or the act must be done on the next Business Day; and
 - 1.2.15 a reference to a monetary amount means that amount in Australian currency and a unit of measurement is to an Australian legal unit of measurement, as defined in the *National Measurement Act 1960* (Cth).

2 SUPPLY OF ELECTRICITY

- 2.1 We will sell electricity to You at the Premises in accordance with these terms and conditions.

3 CODE OF CONDUCT

- 3.1 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.
- 3.2 Matters covered by the Code of Conduct include electricity marketing, billing, connection, payment difficulties and financial hardship, disconnection, reconnection, pre-payment Meters, information and communication, dispute resolution, record keeping and compensation payments to customers for breaches of the Code of Conduct.
- 3.3 If You are a customer who consumes not more than 160 MWh of electricity per annum, We will supply electricity to You under this Contract in compliance with the Code of Conduct. Accordingly, where You are a customer who consumes not more than 160 MWh of electricity per annum and these terms and conditions deal with a subject matter that is covered by the Code of Conduct, then We will act consistently with the relevant provisions of the Code of Conduct.
- 3.4 You can obtain more information about the Code of Conduct from Us or the Economic Regulation Authority - www.erawa.com.au.

4 WHEN THE CONTRACT STARTS

- 4.1 The Contract comes into effect on the date and at the time We agree to supply electricity to You or at any earlier time when electricity is deemed by Law to be supplied to You under these terms and conditions.

5 CHARGES AND REBATES

Standard Price

- 5.1 You must pay to Us the Standard Price that applies to You.

What are Standard Prices?

- 5.2 Whether a particular Standard Price applies to You will depend on You meeting the eligibility conditions for that Standard Price.
- 5.3 For an explanation of the Standard Prices available and the eligibility conditions applying to those Standard Prices, please visit Our website or call Us.
- 5.4 If We change the Standard Prices, We will notify You of the changes in the Standard Prices by no later than Your next bill.

Which Standard Price do You pay?

- 5.5 Your bill will show which Standard Price You are paying. Please advise Us if You wish to choose a different Standard Price from the price appearing on Your bill. If You meet the relevant eligibility conditions, We will change the Standard Price that applies to You to the Standard Price of Your choice.

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- 5.6 The new Standard Price will be effective from the date that Your Meter was last read. In some cases, We may need to adjust the Meter at Your Premises or provide You with a new Meter in order for Us to provide You with a different Standard Price. In that case, the new Standard Price will be effective when Your Meter is adjusted, or We have installed Your new Meter. Please note that there may be a separate charge for Meter adjustments and new Meters. For an explanation of these charges, please visit Our website or call Us.

Eligibility conditions on Standard Price

- 5.7 It is Your responsibility to assess if the Standard Price You are paying is appropriate for Your circumstances based on eligibility conditions applicable to that Standard Price.
- 5.8 You must advise Us as soon as possible if You no longer meet the eligibility conditions applying to the Standard Price that You currently pay.
- 5.9 If We discover that You are no longer eligible to receive the price that You currently pay, then We can advise You in writing of the new Standard Price that You must pay instead of the price that You currently pay.
- 5.10 If You are no longer eligible to receive a particular Standard Price because We no longer offer that Standard Price, then We will notify You on or before the date of the withdrawal and offer You an alternative Standard Price. In the event You do not nominate an alternative Standard Price then We can advise You in writing of the new Standard Price You must pay.
- 5.11 If You have been undercharged for Your electricity supply because You were being charged at a Standard Price that You were not eligible to receive, then We can require You to pay to Us the amount that You have underpaid for a period of up to 12 months prior to the date that We advise You of the new Standard Price or a longer period if the underpayment was directly attributable to Your act or omission.

Rebates

- 5.12 If You are eligible for a Rebate and You apply to Us, We will provide that Rebate to You. You can contact Us if You have any queries about Your Rebate eligibility.

Eligibility conditions on Rebates

- 5.13 If You are no longer eligible for a Rebate, You must advise Us as soon as possible.
- 5.14 If We discover that You are no longer eligible for a Rebate, then We will advise You in writing that You will not be receiving any further Rebates. We can also require You to pay to Us the amount that You have underpaid for a period of up to 12 months prior to the date that We advise You that You will not receive the Rebate or a longer period if the underpayment was directly attributable to Your act or omission.

6 HOW WE WILL CALCULATE YOUR ELECTRICITY USE

Basis of a bill

- 6.1 Subject to clause 6.2, We will provide You with a bill based on the actual reading of Your Meter in accordance with clause 6.3.

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- 6.2 If We provide You with a bill based on an estimate because You failed to provide Us with access to the Meter and You later request Us to replace Your estimated bill with a bill based on an actual reading of Your Meter, We will use Our best endeavours to do so if You:
- 6.2.1 pay Our reasonable charge for reading the Meter; and
 - 6.2.2 provide Us with due access to the Meter.
- 6.3 Where a Meter has been installed at Your Premises, We use Meter readings that are provided to Us to prepare Your bill. We will obtain Meter data to prepare Your bill consistent with clause 4.7 of the Code of Conduct (where applicable to You). However, if We ask You, You can agree to read the Meter Yourself and provide Us with the Meter readings for billing purposes (subject to validation and clause 4.7 of the Code of Conduct (where applicable to You)). Where a Type 7 Connection Point exists, We will bill You in accordance with the Metering Code.
- 6.4 In any event and provided a Meter has been installed at Your Premises, We will use Our best endeavours to ensure that We obtain Meter data for Your Premises at least once every 12 months.
- 6.5 If We cannot reasonably base a bill on Our or Your reading of the Meter, then We will provide You with an estimated bill in accordance with the Code of Conduct (where applicable to You) and We will inform You in the bill that the bill was estimated. If Your bill is estimated, You can contact Us and We will tell You the basis of that estimation and the reason for the estimation. If We have provided You with an estimated bill and We subsequently obtain an actual Meter reading, then Your next bill will be adjusted to take account that Meter reading.

You can request a Meter test

- 6.6 You can ask Us to test the Meter to ensure that it is measuring accurately and We will arrange to test the Meter if You first pay to Us a Meter testing fee. If We find that the Meter is not measuring accurately, then We will refund the Meter testing fee to You.
- 6.7 If the Meter is not measuring accurately, then We will also either repair or replace the Meter at no charge to You.
- 6.8 By 'accurate', We mean the Meter is measuring as accurately as the Law requires.

7 BILLS

When We will bill You

- 7.1 We will bill You in accordance with the Billing Cycle that We set for Our customers from time to time. As an indication (and subject to the Code of Conduct (where applicable to You)), Our Billing Cycle is no more than once a month and no less than once every three months, unless You have agreed otherwise.

Paying Your bill

- 7.2 You must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 Business Days from the date of the bill.
- 7.3 If You request, You can also make payments to Us in advance. The minimum amount You can pay in advance is \$20 unless agreed otherwise with us. You will not be paid any Interest on a payment made to Us in advance.

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- 7.4 You can find out the range of payment options that You can choose by referring to Your bill, by visiting Our website or by calling Our customer service centre.

If You are having trouble paying

- 7.5 If You are having trouble paying Your bills, please advise Us. We will assess Your request within 3 Business Days of Your request and We will offer You assistance (for example, instalment plans) in accordance with the Code of Conduct (where applicable to You).

If You do not pay Your bill

- 7.6 If You do not pay the total amount payable for any bill by the due date, then We can, subject to clause 13.7:
- 7.6.1 send a Disconnection Warning to You; and
 - 7.6.2 subject to complying with clause 5.6 of the Code of Conduct (where applicable to You), charge You a fee for each overdue account notice We send to You; and
 - 7.6.3 charge You interest on the amount You have not paid; and
 - 7.6.4 disconnect Your electricity supply; and
 - 7.6.5 shorten Your Billing Cycle.
- 7.7 If You do not pay the total amount payable for any bill after We send a Disconnection Warning to You, then We can refer Your debt to a debt collection agency for collection and if We do so, You must pay any costs that We incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees).
- 7.8 If You pay a bill and the payment is dishonoured or reversed and, as a result, We have to pay fees to any other person, You must reimburse Us for those fees.
- 7.9 If Your account remains overdue for more than 60 days, We may give information about You to a credit reporting agency. This information will allow the credit reporting agency to create or maintain a credit information file containing information about You. The information that We disclose about You can include any of the following:
- 7.9.1 Identity details – Your name, sex, address (and Your previous two addresses), date of birth, name of employer and drivers licence number;
 - 7.9.2 Amounts that are overdue by more than 60 days and for which debt collection action has started;
 - 7.9.3 Advice that Your payments are no longer overdue in respect of any default that has been listed;
 - 7.9.4 Information that, in Our opinion, You have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with Your credit obligations); and
 - 7.9.5 Dishonoured cheques – a cheque drawn by You for \$100 or more which has been dishonoured more than once.
- 7.10 This information may be given before, during or after the supply of services to You.

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Shortened Billing Cycle

- 7.11 In certain circumstances We may be permitted to place You on a shortened Billing Cycle, which means You may have to pay Your bills more frequently.
- 7.12 These circumstances are described in clauses 4.1 and 4.2 of the Code of Conduct. 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.

Billing data

- 7.13 If You consume less than 50 MWh of electricity per annum, We will give You the billing data for the Premises upon request. Unless We are required by Law to provide this billing data to You free of charge, You must pay Us a reasonable fee before We provide the data to You. For example, this information will be free of charge:
- 7.13.1 for the first request that You make in a year if the data requested is for a period less than the last 2 years; or
 - 7.13.2 if You request the billing data in relation to a dispute with Us.
- 7.14 If You have registered for Our online services, You may be able to access this information directly from Our website at no cost.

8 REVIEWING YOUR BILL

Reviewing a bill

- 8.1 If You have a query about Your bill and You ask Us to review the bill, then We will review it.
- 8.2 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.
- 8.3 If in accordance with clause 4.15 of the Code of Conduct (where applicable to You) You request Us to review Your bill, then We will review Your bill and inform You of the outcome of the review as soon as We can and no later than 20 Business Days from the date We are taken to receive Your request for Us to review Your bill.
- 8.4 If, after a review of Your bill:
- 8.4.1 We are satisfied the bill is correct, We:
 - (a) may require You to pay the unpaid amount; and
 - (b) will advise You that You can ask Us to arrange a Meter test; and
 - (c) will advise You of Our Customer Complaints Policy and any external complaints handling processes; or
 - 8.4.2 We are satisfied the bill is incorrect, We will adjust the bill for any undercharging or overcharging (clauses 8.5 and 8.6 explain how We do this).

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Undercharging and overcharging

- 8.5 If We undercharge You for any reason, then We can require You to make a correcting payment. However, if You are a customer who consumes not more than 160 MWh of electricity per annum and We undercharge You due to an error, defect or default for which We are responsible, We can only 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 and if You are a Residential Customer, We will offer You the opportunity to pay the correcting payment by instalments. If You are a customer who consumes more than 160 MWh of electricity per annum, then We can recover the amount of any undercharge subject to and in accordance with applicable Laws.
- 8.6 If We overcharge You due to an error, defect or default for which We are responsible (including where the Meter has been found to be defective), then, subject to the Code of Conduct (where applicable to You) and to clause 24:
- 8.6.1 We will do Our best to tell You within 10 Business Days after We discover the overcharging; and
- 8.6.2 We will credit the amount to Your account or We may give You the option of having the amount repaid to You.
- 8.7 The 12 month limit referred to in clause 8.5 does not apply to amounts that We have overcharged You.

9 ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

Electricity Supply Equipment

- 9.1 The Electricity Supply Equipment remains Our property at all times and We are responsible for installing and maintaining the Electricity Supply Equipment.
- 9.2 You must not do anything that will damage or interfere with the Electricity Supply Equipment or use electricity in a way that interferes with that equipment.
- 9.3 ‘**Electricity Supply Equipment**’ means the Meter (if any) for the Premises and all wiring, apparatus and other equipment or works located upstream from the point that electricity leaves that Meter or, if there is no Meter for the Premises, upstream from the Connection Point for the Premises and which are used by Us for, or in connection with, the supply of electricity and any wiring, apparatus or other equipment or works belonging to Us located downstream of the point that electricity leaves the Meter for the Premises or, if there is no Meter for the Premises, downstream of the Connection Point for the Premises which are used by Us for, or in connection with, the supply of electricity.

Your Equipment

- 9.4 You are responsible for keeping Your Equipment in good working order and condition.
- 9.5 ‘**Your Equipment**’ means all wiring, apparatus and other equipment or works located at the Premises which are used for, or in connection with, the supply or consumption of electricity, except any Electricity Supply Equipment.

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Prohibited activity

- 9.6 You must not and You must not allow anyone else to:
- 9.6.1 tamper with, bypass, circumvent or otherwise interfere with the Electricity Supply Equipment, or do anything that will prevent Us from accessing the Electricity Supply Equipment,
 - 9.6.2 use electricity in a way that interferes with the supply of electricity to anyone else;
 - 9.6.3 use electricity in a way that interferes with the supply of electricity by Us to You;
 - 9.6.4 use electricity in a way that causes loss to Us or anyone else;
 - 9.6.5 contravene any applicable laws in relation to the use of electricity, use or operation of the Electricity Supply Equipment or use or operation of Your Equipment; or
 - 9.6.6 use a Connection Point to transfer electricity into the Microgrid without Our prior written consent.

10 MOVING PREMISES

New electricity connection

- 10.1 If You move into the Premises and it does not already have an existing electricity connection, then We will sell You electricity from the day that We connect the Premises to the network and energise the Premises.

Existing electricity connection

- 10.2 If You move into the Premises and it has an existing electricity connection, then We will charge You for electricity supplied to the Premises from the date that the Meter at the Premises was last read, unless You read the Meter and advise Us of the Meter reading within 3 Business Days of the day that You move in to the Premises. If a final Meter reading was not taken, We will estimate the amount of electricity used by the previous occupant so We do not overcharge or undercharge You.

Moving out of the Premises

- 10.3 If You move out of the Premises and no longer wish to obtain an electricity supply at the Premises, You must notify Us:
- 10.3.1 of the date of Your departure from the Premises, at least 3 Business Days before You move out; and
 - 10.3.2 of an address where the final bill can be sent.
- 10.4 If You notify Us as described in clause 10.3, and You move out of the Premises at the time specified in Your notice, then We will arrange a final Meter reading on the day that You move out of the Premises and issue a final bill to You for electricity consumed at the Premises and other charges relating to Your supply at the Premises (including, for example, supply charges) up to the day You move out of the Premises.
- 10.5 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 electricity consumed at the

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Premises from whichever is the later of, the date You vacate the Premises and the date that You notify Us of the following:

- (a) the date that You vacated; and
- (b) a forwarding address to which a final bill may be sent.

- 10.6 However, We may still charge You for other charges relating to Your supply at the Premises (including, for example, supply charges and Our reasonable charges for reading the Meter).
- 10.7 If You move out of the Premises and no longer wish to obtain an electricity supply at the Premises, and You have not notified Us of that and of an address where the final bill can be sent, at least 3 Business Days before You move out, then, subject to any applicable Laws, We may require You to pay for Our reasonable charges for reading the Meter and for electricity consumed at the Premises for up to a maximum of 5 days after You notify Us that You have moved out of the Premises.
- 10.8 If You move out of the Premises and no longer wish to obtain an electricity supply at the Premises and You have given Us at least 3 Business Days' notice of the time of Your departure from the Premises and of an address where the final bill can be sent before You move out, then (despite the notice requirements in clause 10.3) We may require You to pay for Our reasonable charges for reading the Meter and for the electricity consumed at the Premises only up to the day You move out of the Premises.
- 10.9 If Your final bill is in credit after You have paid Us all amounts payable under clauses 10.4, 10.5, 10.7 or 10.8, then You can choose to have Us credit Your new account with this amount or repay the amount to You.

11 ACCESS TO THE PREMISES

- 11.1 You must let Us, or persons nominated by Us, have safe and unrestricted access to the Premises when We need it and without having to give You notice, at all reasonable times and at any time in an Emergency, for the purposes of the performance of Our functions in relation to the supply of energy to You or for the purposes of the performance of their functions in relation to their Electricity Supply Equipment, including:
- 11.1.1 to read the Meter; or
 - 11.1.2 to inspect or work on the Electricity Supply Equipment; or
 - 11.1.3 to disconnect Your electricity supply; or
 - 11.1.4 to inspect or work on Your Equipment; or
 - 11.1.5 for any other reason relating to the supply of electricity to the Premises.
- 11.2 A person entering the Premises on Our behalf will clearly display identification that identifies the person as Our employee or agent and show his or her identification to You if You ask to see it.
- 11.3 If You do not provide Us safe and unrestricted access to the Premises for the purposes of a Meter reading, We may request You to read the Meter and provide the Meter reading to Us. If We make that request, then You must read the Meter and provide the Meter reading to Us within the timeframe specified in Our request. This does not prejudice Our rights and remedies in respect of Your breach of clause 11.1.1.

12 PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

Eligibility conditions on life support

- 12.1 You must advise Us if You or a person residing at the Premises is dependent on Life Support Equipment and give Us written confirmation from an appropriately qualified medical practitioner that the person requires Life Support Equipment at the Premises.
- 12.2 You must advise Us as soon as possible if You or a person residing at the Premises who is dependent on Life Support Equipment vacates the Premises or no longer requires Life Support Equipment.
- 12.3 You must also advise Us as soon as possible if You are vacating the Premises but the person who is dependent on Life Support Equipment is not vacating the Premises or there is a change in contact details.

Interruptions

- 12.4 If You have advised Us (or we are otherwise aware) that You or a person residing at the Premises is dependent on Life Support Equipment, then we will not disconnect the Premises for failure to pay a bill while the person requiring Life Support Equipment continues to reside there or make any planned interruption to the electricity supply at the Premises without giving You at least 3 business days' written notice sent to Your supply address. However, in an Emergency, we can interrupt Your electricity supply without giving You prior notice.
- 12.5 It is therefore very important that You make suitable alternative arrangements (for example a back-up supply or alternative power source) to address the needs of any person residing at the Premises who is dependent on Life Support Equipment.

Disconnections

- 12.6 If You have advised Us (or we are otherwise aware) that You or a person residing at the Premises is dependent on Life Support Equipment, then we cannot arrange to disconnect Your electricity supply because You fail to pay us a bill by the due date while the person requiring Life Support Equipment continues to reside at the Premises.

13 INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY

Emergency and other reasons

- 13.1 We can interrupt or disconnect Your electricity supply at any time without notice to You in an Emergency, if We are permitted or required by Law or if Western Power Networks requires Us to do so. We will use Our best endeavours to turn Your electricity on again as soon as reasonably practicable once it is safe to do so.
- 13.2 If We disconnect Your electricity supply because that Emergency was caused or substantially contributed to by You or anyone under Your care, custody or control or who was present at the Premises with Your permission, then We can charge You a fee for disconnecting Your electricity supply and We can also charge You a fee for reconnecting Your electricity supply. We will reconnect Your electricity supply when You ask Us to do so and We are satisfied that the Emergency no longer exists and it is otherwise safe to reconnect Your electricity supply.

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Planned work on Distribution System

- 13.3 We can interrupt or disconnect Your electricity supply at any time if We need to carry out planned work on a Distribution System. We will advise You if We need to carry out planned work.

Events beyond Your control

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

Events beyond Our control

- 13.5 If an Event Beyond Our Control occurs and prevents Us from performing any of Our obligations under this Contract, then We are not required to perform that obligation to the extent and for as long as We are prevented by that Event Beyond Our Control. If such an Event Beyond Our Control occurs and We consider it appropriate to do so, We may notify You of the Event Beyond Our Control by any reasonable means, including by a public announcement (for example, on television, radio or in a newspaper).

Disconnection due to Your actions

- 13.6 We can arrange to disconnect Your electricity supply, acting in accordance with clauses 13.7 to 13.9.6 and any applicable Laws, including the Code of Conduct, if:
- 13.6.1 You fail to pay a bill in full by the due date shown on the bill; or
 - 13.6.2 You do not give Us safe and unrestricted access to the Premises or the Meter at the Premises; or
 - 13.6.3 You commit a fraud relating to Our supply of electricity to You at the Premises or any other Premises; or
 - 13.6.4 You get electricity supplied to the Premises illegally; or
 - 13.6.5 You fail to keep Your Equipment in good working order or condition; or
 - 13.6.6 You get electricity supplied to the Premises in breach of this Contract; or
 - 13.6.7 You commit a substantial breach of any of Your obligations under this Contract; or
 - 13.6.8 without limiting any of the above paragraphs, You breach any of Your obligations under this Contract where that breach is capable of remedy and You fail to remedy the breach within 10 Business Days of Us requesting You to do so.

Things We must do before disconnecting Your electricity supply

- 13.7 If We wish to disconnect Your electricity supply because You fail to pay a bill within the meaning of clause 7.1 of the Code of Conduct, We will (subject to the Code of Conduct (where applicable to You)):
- 13.7.1 give You a Reminder Notice not less than 15 Business Days from the date that We sent You the bill, which includes:

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- (a) Our phone number for billing and payment enquiries; and
 - (b) advice on how We may assist in the event You are experiencing payment difficulties or financial hardship; and
- 13.7.2 use Our best endeavours to contact You to advise of the proposed disconnection; and
- 13.7.3 if You still have not paid Us after the Reminder Notice, then give You a Disconnection Warning not less than 20 Business Days from the date that We sent You the bill, advising You:
 - (a) that We may disconnect the supply of electricity to the Premises on a day that is at least 5 Business Days after the date You are deemed to receive the Disconnection Warning; and
 - (b) of the existence and operation of complaint handling processes including the existence and operation of the electricity ombudsman and the free call telephone number of the electricity ombudsman.
- 13.8 If You fail to pay a bill, We will not disconnect Your electricity supply:
 - 13.8.1 within 1 Business Day after the expiry of the period referred to in the disconnection warning issued under clause 12.7.3,
 - 13.8.2 if We have made You an offer for a payment arrangement under clause 6.4(1) of the Code of Conduct and You have:
 - (a) accepted the offer before the expiry period specified by Us in the disconnection warning issued under clause 12.7.3; and
 - (b) used reasonable endeavours to settle the debt before the expiry of the time frame specified by Us in the disconnection warning issued under clause 12.7.3;
 - 13.8.3 if the amount outstanding is less than the amount approved and published by the Economic Regulatory Authority and You have agreed with Us to repay the amount outstanding;
 - 13.8.4 if You have made an application for a concession and a decision on the application has not yet been made;
 - 13.8.5 if You have failed to pay an amount which does not relate to the supply of electricity; or
 - 13.8.6 if the supply address does not relate to the bill, unless the amount outstanding relates to a supply address previously occupied by the You.
- 13.9 If We wish to disconnect Your electricity supply because You fail to give Us access to the Meter at the Premises, We will (subject to the Code of Conduct (where applicable to You)):
 - 13.9.1 only disconnect You if You deny Us access for at least 9 consecutive months; and
 - 13.9.2 if We have, prior to giving You a disconnection warning under clause 12.7.3, at least once given You at least 5 Business Days' written notice:
 - (a) advising You of the next date or timeframe of a scheduled Meter reading at the Premises; and

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- (b) requesting access to the Meter at the Premises for the purpose of the scheduled Meter reading; and
 - (c) advising You of Our ability to arrange disconnection if You fail to provide Us access to the Meter;
- 13.9.3 give You an opportunity to offer reasonable alternative access arrangements;
- 13.9.4 inform You of the availability of alternative meters which are suitable to Your supply address;
- 13.9.5 use Our best endeavours to contact You regarding the proposed disconnection; and
- 13.9.6 if You still have not given Us access, give You a Disconnection Warning advising You that We will disconnect the supply of electricity to the Premises on a day that is at least 5 Business Days from the day You are deemed to receive the Disconnection Warning.
- 13.10 Unless You have requested Us to disconnect Your electricity supply or We are required to disconnect Your electricity supply due to an Emergency, We will not arrange for disconnection:
 - 13.10.1 if You have made a complaint directly related to the reason for disconnection to Us, the electricity ombudsman (as defined in the Code of Conduct) or another external dispute resolution body and that complaint has not been resolved;
 - 13.10.2 after 3.00pm Monday to Thursday;
 - 13.10.3 after 12.00 noon on a Friday; or
 - 13.10.4 on a Saturday, Sunday, public holiday or on the Business Day before a public holiday except where a planned interruption under clause 13.3 has been arranged,

unless

 - 13.10.5 You are a Business Customer; and
 - 13.10.6 Your normal trading hours fall within the time frames set out in paragraphs 13.10.2, 13.10.3 or 13.10.4 and do not fall within any other time period; and
 - 13.10.7 it is not practicable for us to arrange for disconnection at any other time.

Reconnection of electricity supply

- 13.11 If Your electricity supply is disconnected under clause 13.6, then, subject to clause 13.13, We must reconnect Your electricity supply when You ask Us to reconnect Your electricity supply provided We are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.
- 13.12 For example, the circumstance giving rise to the disconnection may no longer exist because You provide access to the Premises and the Meter at the Premises or We are reasonably satisfied that You cannot continue to obtain Your electricity in the unauthorised way and You have paid all amounts owing to Us under this Contract (or agreed with Us an arrangement to pay them).
- 13.13 Before We reconnect Your electricity supply under clause 13.11, You must pay Us:
 - 13.13.1 all reasonable costs We incur in disconnecting Your electricity supply; and

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- 13.13.2 a fee for reconnecting Your electricity supply under clause 13.11 or accept an instalment plan for Our fee for reconnecting Your electricity supply under clause 13.11; and
- 13.13.3 for all electricity that You used (or which We estimate that You used) and have not paid for (except to the extent You have agreed to Our offer for You to repay the debt via an instalment plan or other payment arrangement).

Consequences of disconnecting Your electricity supply

- 13.14 If We disconnect Your electricity supply at Our request under clause 13.6, then:
 - 13.14.1 We can remove or physically disconnect the Meter at the same time that the supply of electricity to You is disconnected, or at a later time; and
 - 13.14.2 We can charge You a fee for removing or physically disconnecting the Meter and replacing or physically reconnecting the Meter; and
 - 13.14.3 You must not reconnect the electricity supply.

Reporting illegal use

- 13.15 If We think You have used, or are obtaining, electricity illegally, then We can advise the Director of Energy Safety, Western Power Networks and the Police (as appropriate) and give them any information that We have in relation to Your electricity use.

14 ELECTRICITY SUPPLY

The nature of the electricity supplied to You

- 14.1 In order to sell electricity to You, We source electricity from Western Power Networks and generate electricity on the Microgrid to deliver electricity to You by means of the electricity network.
- 14.2 Electricity delivered from the Microgrid may, therefore, be impacted by the operation of the network operated by the Western Power Networks or the consumption or generation of electricity customers connected to the Microgrid. While We will use reasonable endeavours to ensure a standard of supply consistent with electricity available on the network operated by Western Power Networks, We make no warranties or representations to You in respect of the electricity supplied to You, which:
 - 14.2.1 may not be free from interruptions or fluctuations and may fluctuate in quality from time to time;
 - 14.2.2 will be of the quality of electricity contained in the electricity network; and
 - 14.2.3 may not suit Your specific needs if, for example, You have specific goods or equipment at Your Premises that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality.
- 14.3 There are things You can do to minimise the impact of these interruptions, fluctuations and other supply limitations so that You can protect Your property and interests.

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- 14.4 For example, in the case of an unexpected, prolonged power outage affecting Your production capability or Your goods and materials, You should consider whether it is worth putting in place a back-up power supply.
- 14.5 You are best placed to know Your particular needs and how best to protect them. So, if You do have particular needs or specific goods or equipment that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality, then You should take reasonable care to ensure You:
- 14.5.1 address Your particular needs, including making suitable alternative arrangements (for example, a back-up supply or alternative power source);
 - 14.5.2 protect persons, property, goods and equipment at the Premises from any loss, harm or damage that arises if the electricity supplied to You is not free from interruptions or fluctuations in supply or fluctuations in quality (for example, installing surge protection devices for sensitive equipment); and
 - 14.5.3 otherwise do what You reasonably can to mitigate Your loss arising from any interruptions or fluctuations in supply or fluctuations in quality.
- 14.6 Further, as electricity is by its nature inherently dangerous (including risks of fire and electrocution) You must take care in relation to Your use and treatment of electricity supplied.
- 14.7 You must only use electricity with appropriate wiring, fittings, appliances and installations that comply with applicable Laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed electrician. For more information on electricity safety please contact the Department of Mines, Industry Regulation and Safety at www.commerce.wa.gov.au/building-and-energy.

15 LIABILITY

Protected rights

- 15.1 If You are a Consumer, We may be taken to have given You certain Consumer guarantees under the Australian Consumer Law about the supply of goods (including electricity) or services (if any) to You. If We fail to comply with those Consumer guarantees, then You may have rights against Us under the Australian Consumer Law that We are prohibited by Law from excluding, restricting or modifying.
- 15.2 However, where any electricity or other goods or services (if any) supplied under this Contract are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Our liability for breach of any Consumer guarantee applicable to Our supply of those goods or, if applicable, services under the Australian Consumer Law, is (to the extent permitted by the Australian Consumer Law) limited to any one or more of the following, as determined by Us:
- 15.2.1 the supply of equivalent goods or, as applicable, the supply of the services again;
 - 15.2.2 the payment of the cost of acquiring equivalent goods or, as applicable, of having the services supplied again.
- 15.3 Nothing in this Contract is to be taken to exclude, restrict or modify Your Protected Rights if and to the extent that We are prohibited by Law from excluding, restricting or modifying them. This applies whether or not You are a Consumer.

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- 15.4 These clauses 15.1 to 15.4 take precedence over every other provision of this Contract and apply despite any other provision of this Contract to the contrary. If another provision of this Contract has (or, but for this clause 15.4, would have) an effect that is inconsistent and conflicts with clauses 15.1 to 15.4, then clauses 15.1 to 15.4 override that other provision, and that other provision will not apply where and to the extent it is inconsistent and conflicts with clauses 15.1 to 15.4.

Other liability limitations

Protected rights have priority

- 15.5 Your Protected Rights are not excluded, restricted or modified by these clauses 15.5 to 15.11, if and to the extent that such an exclusion, restriction or modification is prohibited by Law.

All customers – general exclusion of implied warranties etc

- 15.6 Unless this Contract expressly provides otherwise, all conditions, warranties and guarantees You may have at any time in relation to this Contract (including without limitation any rights of recovery or to compensation) however arising, are, to the maximum extent permitted by Law, excluded. However, please note clause 15.5 which relates to Your Protected Rights.

All customers – general exclusion of Our Supply Related Liability

- 15.7 Subject to clause 15.8 unless otherwise expressly provided in this Contract, in no event are We liable to You for any Supply Related Liability. However, please note clause 15.5 which relates to Your Protected Rights.
- 15.8 You may also be eligible for a service standard payment from Us in certain circumstances under the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005* or the Code of Conduct. You can obtain more information about this payment by contacting Western Power Networks or Us.

All customers – statutory liability are applied

- 15.9 To the extent We are liable to You for any loss or damage under this Contract, that liability is limited to the fullest extent permitted under Law as if We were an “energy operator” under the *Energy Operators (Powers) Act 1979* (WA). However, please note clause 15.5 which relates to Your Protected Rights.

Residential Customers – additional limitations of Our liability

- 15.10 If You are a Residential Customer, then to the fullest extent permitted by law, We will not be liable to You for any loss, damage or liability (including any Excluded Loss and any Supply Related Liability) arising for any reason under or in relation to this Contract. However, that limitation does not apply to any Direct Loss (**including** any Direct Loss that is Supply Related Liability) You suffer or incur to the extent it is caused by Our negligence. In no event are We liable to You for any Excluded Loss. However, please note clause 15.5 which relates to Your Protected Rights.

Non-residential Customers - additional limitations of Our liability

- 15.11 If You are not a Residential Customer, then to the fullest extent permitted by law, We will not be liable to You for any loss, damage or liability (including any Excluded Loss and any Supply

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Related Liability) arising for any reason under or in relation to this Contract. However, that limitation does not apply to any Direct Loss (**other than** any Direct Loss that is Supply Related Liability) You suffer or incur to the extent it is caused by Our negligence. In no event are We liable to You for any Excluded Loss. However, please note clause 15.5 which relates to Your Protected Rights.

All customers – Our liability limitations are cumulative

- 15.12 Each of the limitations of Our Liability in this Contract apply in addition to each and every other relevant limitation of Our liability, whether provided in this Contract, at Law or otherwise

Land Developer release

- 15.13 You acknowledge and agree that the Land Developer has no liability to the You for any loss, damage or liability (including any Excluded Loss and any Supply Related Liability) arising out of or in relation to:
- 15.13.1 this Contract, including any breach of this Contract or breach of any representation or warranty given by a person in connection with this Contract;
 - 15.13.2 the Microgrid or any act or omission of Us or Our Permitted Persons;
 - 15.13.3 the installation, maintenance, operation, performance, non-performance or removal of any generating plant owned or operated by Us or any of Our Related Bodies Corporate;
 - 15.13.4 the use or occupation of the Premises, any Microgrid Easement or any adjoining or nearby property;
 - 15.13.5 the injury, death or illness or any person sustained when on, using, entering or near the Premises, any Microgrid Easement, the Premises or any adjoining or nearby property; and
 - 15.13.6 any work carried out by or on behalf of Us or any of Our Related Bodies Corporate.
- 15.14 You and We each acknowledge and agree that clause 15.13 is for the benefit of, and is enforceable against You by the Land Developer in accordance with section 11 of the *Property Law Act 1969* (WA).

Our indemnity in respect of the Land Developer Claims

- 15.15 You hereby indemnify and agree to keep indemnified Us and Our Related Bodies Corporate from and against all loss, damage or liability (including any Excluded Loss and any Supply Related Liability) that is incurred, suffered or accrued, or Claims brought or made against Us or Our Related Bodies Corporate by the Land Developer, which arises out of or as a result of any breach of this Contract by You, or any of Your Permitted Persons.

Indemnity

Protected rights have priority

- 15.16 Your Protected Rights are not excluded, restricted or modified by these clauses 15.16 to 15.18, if and to the extent that such an exclusion, restriction or modification is prohibited by Law.

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Indemnity

- 15.17 You must indemnify Us fully against all and any loss, damage or liability of any kind caused by, consequent upon, or arising out of any acts or omissions on Your part in relation to:
- 15.17.1 Your breach of any term of this Contract;
 - 15.17.2 Your breach of any applicable Laws; or
 - 15.17.3 Your negligence, fraud, theft or other wrongful act or omission,
- but only to the extent that such loss or damage was reasonably foreseeable as a possible consequence of Your breach, negligence, fraud, theft or other wrongful act or omission, and that doing so would not be inconsistent and conflict with clauses 15.1 to 15.4.
- 15.18 Each indemnity described in this Contract is without prejudice to any other right or remedy We have and survives termination of this Contract.

Legitimate interests

- 15.19 The terms of this clause 15 (including those that exclude, restrict or modify Our liability) are reasonably necessary to protect Our legitimate interests, including in the circumstances and for the reasons outlined in clause 14 and by appropriating risks so as to help minimise Our charges for electricity for all Our customers and to ensure the sustainable operation, maintenance and augmentation of the Microgrid.

16 CONFIDENTIALITY OF YOUR INFORMATION

- 16.1 Unless We are permitted to do otherwise under this Contract, We will use and otherwise deal with Your information and keep it confidential, subject to and consistent with Our Privacy Policy. In particular, but without limiting the above, We will keep Your information confidential unless:
- 16.1.1 We have Your prior written consent; or
 - 16.1.2 the Law (including applicable privacy Laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits Us to disclose it; or
 - 16.1.3 We need to use the information for Our regulatory reporting or compliance, or in any legal or regulatory proceedings; or
 - 16.1.4 the information is already in the public domain; or
 - 16.1.5 We believe You have obtained or used electricity illegally or in an unsafe manner and, as a result, We provide relevant information to the Economic Regulation Authority or the Director of Energy Safety, Western Power Networks or the Police (as appropriate); or
 - 16.1.6 We use the information for business purposes, provided that We will only do so subject to applicable Laws and, if You are an individual purchasing electricity for a Private Purpose, then We will only do so to the extent such use:
 - (a) does not cause a significant imbalance of the parties' rights and obligations arising under this Contract; or

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- (b) is reasonably necessary in order to protect Our legitimate interests from time to time; or
- (c) does not cause You detriment (whether financial or otherwise); or
- (d) is otherwise permitted under any of paragraphs 16.1.1 to 16.1.5 (both inclusive).

16.2 We will ensure Our Privacy Policy is consistent with applicable privacy Laws. A copy of Our Privacy Policy is available on Our website **([to be inserted])**.

16.3 You agree to the above arrangements, including to the terms of Our Privacy Policy and any use or disclosure of Your information which is required or permitted by this Contract, Our Privacy Policy, applicable privacy Laws or any other Law.

17 COMPLAINTS

17.1 If You wish to raise a complaint concerning Our performance of Your electricity supply, We encourage You to contact Us to discuss the issue. We will manage and consider Your complaint consistently with Our Customer Complaints Policy. We will ensure Our Customer Complaints Policy complies with the Australian Standard Guidelines for complaint management in organisations [AS ISO 10002:2014] as amended and in force from time to time.

17.2 If You are not satisfied with how Your complaint is being managed, You may have the complaint considered by a senior member of staff. If You are not satisfied with Our response to Your complaint, You may request Our response and reasons in writing. Should You remain dissatisfied with Our response, You may raise the complaint with the Energy Ombudsman Western Australia, whose contact details can be found in Our Customer Complaints Policy.

18 INFORMATION

We will provide You with information

18.1 If You wish to obtain further information about the Contract or the supply of electricity, please contact Us. If You request it, We will provide You with:

- 18.1.1 information on the Standard Price and Our other fees, including any alternative Standard Prices which may be available to You, within 8 Business Days of the date of receipt of Your request (where 'date of receipt' has the meaning given to that term in the Code of Conduct); and
- 18.1.2 general information on energy efficiency, including how You may arrange for an energy efficiency audit of the Premises and the typical running costs of major domestic appliances; and
- 18.1.3 information on the distribution and distribution standards of electricity; and
- 18.1.4 any other information We said We would provide You in this Contract.

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

18.3 If you request it We will provide the information to you in writing.

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You must provide Us with information

- 18.4 You must provide Us with information We reasonably require for the purposes of this Contract.
- 18.5 In accordance with applicable Laws We may disclose information to state and federal government agencies, regulatory authorities or agencies with statutory functions for the purposes related to this Contract.

Change of information

- 18.6 You must tell Us if information You have provided to Us changes. For example without limitation, You must advise Us as soon as possible if:
- 18.6.1 there is a change in Your contact details or the address to which Your bills are to be sent; or
 - 18.6.2 You change something at the Premises which makes Our access to the Meter more difficult; or
 - 18.6.3 You become aware of any problem with the Electricity Supply Equipment which is at, or reasonably close to, the Premises.

19 ENDING THE CONTRACT

When the Contract ends

- 19.1 This Contract will continue until You end the Contract or We end the Contract under this clause 19.
- 19.2 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 (if applicable) specified in the new Contract.
- 19.3 If You end this Contract because You enter into a Contract for the supply of electricity with another retailer, this Contract ends when Your Premises have been transferred to the other electricity retailer in accordance with the Customer Transfer Code.

When You can end the Contract

- 19.4 You can end the Contract at any time by advising Us at least 5 days before the day You want the Contract to end, and in accordance with the notice requirements under clauses 25.2 and 25.2.3.

When We can end the Contract

- 19.5 We can end the Contract by giving You prior notice if You:
- 19.5.1 become insolvent (as defined in the *Corporations Act 2001* (Cth)); or
 - 19.5.2 have a liquidator appointed; or
 - 19.5.3 become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or
 - 19.5.4 commit a substantial breach of any of Your obligations under this Contract; or

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- 19.5.5 breach any of Your obligations under the Contract for which We have a right under the Contract or a written Law to disconnect supply; or
- 19.5.6 cease to be a Residential Customer or a Business Customer; or
- 19.5.7 consume more than 160MWh of electricity in any 12 month period; or
- 19.5.8 cease to be eligible for a Standard Price; or
- 19.5.9 without limiting any of the above paragraphs, breach any of Your other obligations under this Contract where that breach is capable of remedy and You fail to remedy the breach within 10 Business Days of Us requesting You to do so.
- 19.6 We can end the Contract without giving You prior notice if You vacate the Premises and after reasonable enquiry, We are satisfied You no longer occupy or reside at the Premises.
- 19.7 If We end the Contract under:
 - 19.7.1 clause 19.5, the Contract ends on the date on which We provide You with notice that the Contract is ended; or
 - 19.7.2 clause 19.6, the Contract ends when We are satisfied that You no longer occupy or reside at the Premises.

What happens after the Contract ends

- 19.8 If the Contract ends:
 - 19.8.1 We may arrange for a final Meter reading and for disconnection;
 - 19.8.2 We may issue a final bill to You;
 - 19.8.3 We can charge You a fee for the final Meter reading, disconnection and final bill, subject to the provisions of any Law, by providing You with notice of those fees and by when they must be paid;
 - 19.8.4 We can remove the Electricity Supply Equipment at any time after the day on which the Contract ends and You must let Us have safe and unrestricted access to the Premises to allow Us to do so; and
 - 19.8.5 You will remain liable to pay any outstanding payments to Us and We will have no further obligation to supply electricity to You.

20 SECURITY FOR PAYMENT OF BILLS

- 20.1 We can require You to provide Security if We consider, in our absolute discretion, that You are or may be unable to meet any of Your obligations under this Contract.
- 20.2 Security can be in the form of a Security Deposit, a bank guarantee or some other manner which, in Our opinion, is sufficient to safeguard Our financial interests.
- 20.3 The maximum amount We may require You to provide as a Security Deposit will be calculated as follows:
 - 20.3.1 where the accounting period is 2 months or less, twice the average amount of the account taken over the 3 preceding accounting periods; and

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- 20.3.2 where the accounting period exceeds 2 months, one and one-half times the average amount of the account taken over the 3 preceding accounting periods; and
- 20.3.3 in the case of a new supply, or of an account where it is anticipated upon reasonable grounds that the consumption will be substantially increased, or where the accounting period is or has been of varying duration, or in any other case, such amount as We determine having regard to the methods of assessment set out in clauses 20.3.1 and 20.3.2 unless or until one of those paragraphs becomes applicable.

21 Where –

- 21.1.1 You provide Us with Security in excess of the amount applicable pursuant to clause 20.3, the amount required by Us shall be re-assessed; or
- 21.1.2 Security is provided that We consider to be no longer appropriate for the purpose for which it was required, We will re-assess whether a Security should be required for that purpose and, if so, the amount of the Security to be required,

and the deposit shall be refunded or credited or the security shall be discharged or modified accordingly.

21.2 If You provide a Security Deposit to Us, We will:

- 21.2.1 keep the amount of the Security Deposit in a separate trust account and identify it separately in Our accounting records;
- 21.2.2 use and refund the Security Deposit in accordance with all applicable Laws;
- 21.2.3 pay to You, interest, accrued daily on the Security Deposit at the Bank Bill Rate which will be capitalised every 90 days unless paid; and
- 21.2.4 if requested by You, advise you of the Bank Bill Rate.

22 GST

22.1 In this clause:

- 22.1.1 GST has the meaning given to that term in the GST Law.
- 22.1.2 GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 22.1.3 adjustment note, recipient, supplier, tax invoice and taxable supply have the meanings given to those terms in the GST Law.

22.2 All sums payable, or consideration to be provided, under the Contract are expressed inclusive of GST.

22.3 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.

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- 22.4 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 on the supplier providing a tax invoice or adjustment note.

23 ADJUSTMENTS FOR A CHANGE IN LAW AND NETWORK ACCESS COSTS

- 23.1 To the extent permitted by Law, if a Change in Law occurs, We may adjust the Standard Price applicable under the Contract to the extent necessary to place Us in the position We would have been in under the Contract had it not been for the Change in Law.
- 23.2 To the extent permitted by Law, if a change in Network Access Tariffs occurs, or a new Network Access Tariff is imposed, We may charge You an amount to the extent necessary to reflect that proportion of the effect of the new Network Access Tariff or change in Network Access Tariffs, 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.
- 23.3 To the extent permitted by Law, if You change the rate at which You use electricity, We may adjust the Standard Price applicable under the Contract to the extent necessary to reflect that proportion of any increase in Network Access Tariffs 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.
- 23.4 This clause 23 does not limit or prejudice in any way any other rights We have from time to time to adjust the Standard Price applicable under the Contract.

24 SET OFF

- 24.1 We may set off any amount owing to Us under this Contract against any amount payable by Us to You under this Contract. Nothing in this Contract limits Our ability at law to set off any amount owing to Us under this Contract against any amount payable by Us to You under another Contract You may have with Us, or to set off any amount payable by Us to You under this Contract against any amount owing to Us under another Contract You may have with Us.

25 MISCELLANEOUS

Co-operation with Western Power Networks

- 25.1 You agree to:
- 25.1.1 co-operate with Western Power Networks in relation to the supply and consumption of electricity at the Premises, including in relation to connecting Your Premises to the Distribution System and disconnecting the Premises from the Distribution System; and
 - 25.1.2 allow Us to give Western Power Networks Your details.

Notices

- 25.2 Any notice or other communication given under the Contract:

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- 25.2.1 does not have to be in writing, unless the Contract expressly requires that the notice or communication must be in writing;
- 25.2.2 subject to clause 25.2.3, is taken to be received:
- (a) in the case of a verbal communication, at the time of the communication; and
 - (b) in the case of hand delivery, on the date of delivery; and
 - (c) in the case of post, on the second Business Day after posting; and
 - (d) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (e) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
 - (f) in the case of online feedback to Us via Our internet website contact system, on the date on which Our systems record that the online feedback was successfully received; and
- 25.2.3 if received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

Electronic means

- 25.3 You agree that We can use Electronic means to give information to You.
- 25.4 We can decide procedures as to how communication by Electronic means will operate and what things can be communicated by Electronic means.
- 25.5 If You are not able to receive information by Electronic means, We can decide to give information to You by other means such as by pre-paid postage.

No assignment

- 25.6 Unless We give You Our prior written consent, You must not transfer, assign or otherwise dispose of any of Your rights or obligations under the Contract.
- 25.7 We can assign or novate Our rights and obligations under the Contract without Your consent and without notice to You, to any person that We believe has reasonable commercial and technical capability to perform Our obligations under the Contract, and You are taken to have agreed to any such assignment or novation.

Application of laws

- 25.8 You agree that for the purposes of this Contract, We have the rights, powers and remedies that are capable of being granted by the Minister for Energy to the holder of a distribution licence under section 45 of the *Electricity Industry Act 2004* (WA).
- 25.9 The Contract also does not in any way limit Our or Your obligations to comply with the lawful directions of any lawful authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

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Entire Agreement

- 25.10 The Contract and all applicable written Laws represent the entire agreement between You and Us relating to the matters covered by this Contract.

Waiver of rights

- 25.11 If We do not enforce any right under the Contract, then this must not be construed as a waiver of that or any other of Our rights under the Contract or otherwise prevent Us exercising any of them later.

Governing Law

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

Amendments to Contract

- 25.13 We can change these standard electricity terms and conditions without Your consent from time to time 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 taken to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

Effect of invalid terms

- 25.14 If any term of the Contract is invalid or unenforceable, that term is to be treated as removed from the Contract without affecting the enforceability of other Contract terms.

Authorised representatives

- 25.15 You can, by giving Us notice at any time at or after establishment of the Contract, appoint a person nominated in Your notice to be Your authorised representative to act for and on Your behalf under and in relation to the Contract. By appointing an authorised representative You agree to give that person full, unrestricted power and authority to act for You and on Your behalf as Your agent under and in relation to the Contract (but not any other matter). This includes, doing all or some of the following for You and on Your behalf under and in relation to the Contract:

- 25.15.1 incurring liabilities for You to pay money;
- 25.15.2 accessing Your account information and personal details;
- 25.15.3 giving and receiving notices, consents, instructions and other information;
- 25.15.4 making enquiries;
- 25.15.5 exercising rights, powers and remedies;
- 25.15.6 completing transactions;
- 25.15.7 changing contact details;
- 25.15.8 arranging additional time to pay an invoice;
- 25.15.9 entering into direct debit, instalment plans and other payment arrangements;
- 25.15.10 requesting refunds;

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- 25.15.11 changing Your Standard Price;
 - 25.15.12 requesting the provision of services such as a Meter test;
 - 25.15.13 applying for new Concessions and terminating existing Concessions; and
 - 25.15.14 ending Your Contract.
- 25.16 Notwithstanding clause 25.15, You may limit the matters Your authorised representative can perform on Your behalf by providing notice to Us including but not limited to specifying in that notice the matters Your authorised representative cannot perform on Your behalf.
- 25.17 Any such appointment commences on the date of appointment specified in Your notice to Us appointing the authorised representative (or any later date when We first receive that notice), and continues in full force and effect until:
- 25.17.1 the date for termination of appointment You specify in Your notice to Us terminating the appointment of Your authorised representative (or any later date when We first receive that notice of termination); or
 - 25.17.2 if You have not specified a date for termination of appointment of Your authorised representative at the time of that appointment then the date in which You subsequently notify Us to terminate the appointment of Your authorised representative.
- 25.18 Clause 25.15 survives termination of the Contract for any reason.

26 FURTHER INFORMATION

If You have any questions regarding Your electricity supply, You can contact Us

In writing:

Customer Service Manager
Enwave WA

By internet using Our 'contact us' web page:

[insert]

By telephone:

[insert]

To report a fault or Emergency, 24 hours a day on [insert]