



Standard Form Contract

Clear Energy Pty Ltd  
ACN 129 057 030  
Level 32, 152 St Georges Tce, Perth, WA 6000  
Energy Services Agreement

**Standard Form Contract Terms and Conditions**  
November 2021

**Notice: section 79 of the Australian Consumer Law**

If this is an *unsolicited consumer agreement* you have the right to cancel the agreement within 10 *business days* from and including the day after you signed or received this *contract (cooling-off period)*.

Further information relating to *unsolicited consumer agreements* is on page 3 of this standard form *contract*.

**Preliminary information about this standard form contract**

These terms and conditions, and the customer key terms, form a legally binding *contract*. They set out mutual obligations for the supply of *electricity* from *us* to *you*.

These terms and conditions apply to the supply of electricity to customers who consume no more than 160MWh of *electricity* per year (small use customers).

The *Code of Conduct for the Supply of Electricity to Small Use Customers 2018* (small use customer code) regulates the conduct of electricity marketing agents, retailers and distributors in relation to small use customers. The *small use customer code* safeguards the interests of consumers and covers most elements involved in the supply of *electricity* including billing, payment difficulties and dispute resolution.

A number of relevant *laws* and *regulations*, both Commonwealth and State, govern the activities involved in the supply of *electricity*. The two most pertinent pieces of legislation relating to these terms and conditions are the *Electricity Industry Act 2004* (WA) and the *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

## **Parties to this contract**

### **Electricity supplier (“we”, “us”, “our”)**

Name: Clear Energy Pty Ltd

Australian Company Number: 129 057 030

Australian Business Number: 93 129 057 030

Registered Office address: Level 2, 127 Creek Street, Brisbane QLD 4000

Business address: ‘WeWork Central Park’, Level 32, 152-158 St Georges Terrace, Perth WA 6000

Postal address: ‘WeWork Central Park’, Level 32, 152-158 St Georges Terrace, Perth WA 6000

Telephone Number: 1300 726 819

Email address: [customercare@clearenergy.com.au](mailto:customercare@clearenergy.com.au)

Website: [www.clearenergy.com.au](http://www.clearenergy.com.au)

Signature:

Date:

### **Customer (“you”, “your”)**

Name: [Insert]

Australian Company Number: [Insert]

Registered Office address: [Insert]

Business address: [Insert]

Postal address: [Insert]

Telephone Number: [Insert]

Email address: [Insert]

Signature:

Date:

*[User instructions: Complete.]*

## **Further information unsolicited consumer agreements**

Division 2 of the Australian Consumer Law (ACL) provides for *unsolicited consumer agreements*.

The ACL is in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

### **When this contract is an unsolicited consumer agreement**

Under section 69 of the ACL this *contract* is an *unsolicited consumer agreement* if it is made as a result of negotiations between *you* and *us* in the presence of both parties at a place other than *our* business offices, or by telephone, and *you* did not invite *us* to attend that place or make that telephone call for the purposes of entering into negotiations regarding the supply of *electricity* under this *contract*.

If you would like further advice about the Australian Consumer Law you should contact the Australian Consumer and Competition Commission.

### **Cooling-off period unsolicited consumer agreement**

If this is an *unsolicited consumer agreement* we will not supply *you* with *electricity* during the *cooling-off period*, unless *you* explicitly request that we do 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 we supply *you* with *electricity* at *your* request during the *cooling-off period* and you end the *contract* during the *cooling-off period*, we may charge *you* for any *electricity* or services supplied to *you* during this time.

### **Additional rights to terminate an unsolicited consumer agreement**

If this is an *unsolicited consumer agreement*, then in addition to *your* rights contained within the *contract* *you* have the right to cancel this agreement either orally or in writing:

- a) at any time within 10 *business days* from and including the day after *you* signed the *contract*.
- b) Within 3 months from and including the day after *you* signed or received this *contract* if there has been a breach of sections 73 (permitted hours for negotiating and *unsolicited consumer agreement*), 74 (disclosing purpose and identity) or 75 (ceasing to negotiate on request) of the ACL.
- c) Within 6 months from and including the day after *you* signed or received this agreement if there has been a breach of section 76 (informing consumer of termination period), 86 (prohibition on supplies etc.) or Subdivision C (requirements for *unsolicited consumer agreements*) of the ACL.

*You* may cancel this agreement by telling *us* over the telephone or in person that *you* would like to cancel the agreement or by:

- c) delivering *notice* to *us* personally;
- d) delivering or sending written *notice* to *us* at *our* business address; or
- e) sending *us* an email to [customercare@clearenergy.com.au](mailto:customercare@clearenergy.com.au).

*You* may also use the *notice* form on the following page to terminate this *contract*.

## Section 82 - Australian Consumer Law

### Cancellation Notice – Unsolicited consumer agreement

#### Right to cancel this agreement within 10 business day cooling-off period

You have a right to cancel this agreement without any reason within 10 *business days* from and including the day after you signed or received this agreement.

#### Right to cancel this agreement after the expiry of 10 business day cooling-off period

You may have up to 6 months to cancel this agreement in particular circumstances, described on page 3 of this agreement.

If we have not complied with the law in relation to *unsolicited consumer agreements*, you also have a right to cancel this agreement by contacting us, either orally or in writing.

To cancel this agreement in writing please complete this *notice* and send it us.

#### Supplier Details (to be completed by the supplier)

Name Clear Energy Pty Ltd (ABN 93 129 057 030)

Address Level 32, 152 St Georges Terrace  
Perth, WA 6000

Email address [customercare@clearenergy.com.au](mailto:customercare@clearenergy.com.au)

Date of agreement

Account number

#### Customer Details

Name \_\_\_\_\_

Address \_\_\_\_\_

#### I want to cancel this agreement:

Customer signature .....

Date signed .....

#### How to contact the Clear Energy team

Business address and postal address Level 32, 152 St Georges Terrace  
PERTH, WA 6000

Phone number Monday to Friday from 9am to 5pm  
1300 726 819

Email [customercare@clearenergy.com.au](mailto:customercare@clearenergy.com.au)  
Website clearenergy.com.au

# Standard Form Contract

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## 1. Supply of electricity

- (a) Subject to relevant laws, we agree to sell electricity to you at your premises and you agree to purchase electricity from us on the terms and conditions as set out in this contract. The quantity of electricity supplied by us to you will be the amount measured by the meter at your premises.
- (b) We will provide an account management service in accordance with the small use customer code.

## 2. When this contract starts and ends

### 2.1 Contract starts

- (a) This contract commences, subject to any cooling-off period applicable to this contract, on the date that you commence to take supply of electricity at the premises from us, or at any earlier time when electricity is deemed by law to be supplied to you under the terms of this contract.
- (b) We must sell and you must pay us for electricity consumed at the premises from the commencement date.

### 2.2 Contract ends

Unless it ends earlier in accordance with its terms, this contract ends at the end of the contract term.

### 2.3 Ending the contract before the end of the contract term

- (a) If you end this contract because you enter into a contract for the supply of electricity with another retailer, this contract ends when we receive notification from the network operator that your premises have been transferred to the alternative electricity retailer in accordance with the customer transfer code.
- (b) If you end this contract because you enter into a new contract for the supply of electricity with us, this contract ends on the date specified in the new contract, or the expiry of the cooling-off period, if applicable, specified in the new contract.
- (c) You can give us notice: This contract will end if you give us notice at least 5 days' before the day on which you want the contract to end. You must tell us the day on which you want the contract to end in your notice.
- (d) If the contract ends:
  - (i) we may arrange for a final meter reading and for disconnection on the day the contract ends;
  - (ii) we may issue a final bill to you;
  - (iii) we can charge you a fee for the final meter reading, disconnection and final bill;
  - (iv) we can remove the electricity supply equipment at any time and you must let us have safe and unrestricted access to the premises to allow us to do so;
  - (v) you will remain liable to pay any outstanding payments to us and we will have no further obligation to supply electricity to you; and
  - (vi) you must enter into a new contract with us if you want us to supply you electricity.
- (e) We can end the contract by giving you prior notice if you:
  - (i) become insolvent (as defined in the Corporations Act 2001 (Cth));

- (ii) have a liquidator appointed;
- (iii) become bankrupt (as defined in the Bankruptcy Act 1966 (Cth));
- (iv) consume more than 160MWh of electricity in any period of 12 months; or
- (v) commit a breach of any of your substantial obligations under this contract which gives us the right to disconnect supply under this contract or by law.

## 3. Fees and charges

### 3.1 Key terms

- (a) The customer key terms will include the following details:
  - (i) your name;
  - (ii) your contact details;
  - (iii) the supply address;
  - (iv) details relating to the electricity supply equipment (e.g. NMI and meter number);
  - (v) the contract price; and
  - (vi) the contract term.

### 3.2 Charges

- (a) You are required to pay us the contract price set out in the customer key terms.
- (b) The contract price will include a fixed component as well as a usage component, which is based on the amount of electricity you consume. The usage component may be charged at different rates depending on the amount used, and time of use, of electricity by you.
- (c) If we have agreed a fixed contract term and contract price is specified in the customer key terms we can not change the price except in the circumstances in clause 3.5
- (d) If no contract price is specified in the customer key terms:
  - (i) you are required to pay us the price of electricity we supply you.
  - (ii) We can, at our discretion change the contract price you pay for electricity we supply you.
  - (iii) The price will be no more than the maximum amount permitted by regulations made under the Electricity Industry Act (WA).

### 3.3 Fees

- (a) We can charge you fees in addition to the contract price.
- (b) We can charge you any costs (taxes, levies, fees, regulated charges) we incur when we sell and supply electricity and any other goods and services to you.
- (c) You must pay all costs, fees and charges that we can lawfully recover from you.
- (d) We can charge fees for:
  - (i) your account application;
  - (ii) reading your meter when access was not possible;
  - (iii) testing your meter;

- (iv) sending *you* overdue notices;
- (v) reading *your meter* when *you* move out of the premises;
- (vi) turning off *your electricity* in certain circumstances;
- (vii) turning on *your electricity* in certain circumstances;
- (viii) removing or disconnecting the *meter*;
- (ix) replacing or reconnecting the *meter*;
- (x) other non-standard connection; and
- (xi) other fees.
- (xii) We can change, add or remove fees at our discretion. When we do so we will notify you.

### 3.4 Payment of fees and charges

- (a) All fees and charges in 3.2 and 3.3 will be identified and itemised in *your bill*.
- (b) You must pay all costs, fees and charges we can lawfully recover from *you* under the *regulations*, as well as any taxes, levies, regulated charges, costs, fees and charges that we have to pay when we sell and supply *electricity* and other goods and services to *you* under this contract.
- (c) If *you* breach this *contract* or a provision of the *regulations* *you* will be required to pay any fees we charge in relation to that breach as well as any costs we incur as a result of that breach, to the extent that they are not covered by the fees.

### 3.5 Adjustment to fees and charges

- (a) If we agreed on a fixed *contract term* with *you* we can not change the *contract price* in the *customer key terms* without your agreement during the *contract term*, except under this clause 3.5.
- (b) If a *change in law* occurs, then:
  - (i) we may give *you* notice specifying:
    - A. the adjustments to the fees and charges under this *contract* that, acting reasonable, we consider necessary to address the *change in law* with the objective of preserving so far as is reasonably practicable the commercial effect for *us* of this *contract*, as it was immediately before the *change in law*; and
    - B. the date (which must be at least 14 days after the date of the *notice*) on which the adjustments are to take effect ("**adjustment date**").
- (c) The *contract* is amended as described in the *notice* from the *adjustment date*.
- (d) We may increase the *contract price* and/or fees by CPI on 1 January, 1 April, 1 July or 1 October during the *contract term*.
- (e) We may increase the *contract price* if there is an increase in *network access tariffs* to reflect the proportion of the effect of the change in *network access tariffs* we estimate is fairly payable by *you*.
- (f) We may increase the *contract price* if you change the rate at which you use *electricity* to the extent necessary to reflect the proportion of an increase in

*network access tariffs* which we estimate is fairly payable by *you*.

## 4. Measuring how much electricity you consume

### 4.1 Meter reading

- (a) We use *meter* readings to prepare your bill.
- (b) We will use *our* best endeavours to read each *meter* (or arrange for it to be read) at least once in each *billing period*, to determine the *electricity* you consumed for a *billing period*.
- (c) If *you request us* to perform a *meter* reading in addition to the scheduled *meter* reading, we may charge a special reading *fee* for doing so.

### 4.2 Meter tests

- (a) You may request that we test the accuracy of a *meter*.
- (b) We will pass your request under 4.2(a) onto the *network operator* who will determine whether the test occurs and, if so, the testing process and action, if any, to be taken in response to the test.
- (c) We will pass through to *you*, on a full pass-through at cost basis, all fees or charges imposed by the *network operator* in connection with the request.

### 4.3 We can use estimated readings on a bill

- (a) If we do not obtain an actual *meter* reading in time to prepare a bill (for example, if we cannot remotely access a *meter*), we can base the bill on a reasonable estimate of the amount of *electricity* you have used.
- (b) This estimate may be based on *your* prior billing history and other information.
- (c) If we base a bill on an estimate, then:
  - (i) we will inform *you* on the bill or otherwise; and
  - (ii) unless it's a final bill, we will make an adjustment in a later bill once an actual *meter* reading becomes available.

### 4.4 Meter data

- (a) If you ask *us*, and at the time of the request *you* are our customer, we will give *you* a copy of *your* billing data held by *us* for the *premises* within 10 *business days* of receipt of *your* request.
- (b) We must provide *you* with historical billing data free of charge:
  - (i) for the period 2 years before a request; and
  - (ii) if the request is in relation to a complaint made by *you* to the *electricity ombudsman*.
- (c) In circumstances where we are not required by *law* to provide the data free of charge, we can ask *you* to pay a reasonable *fee* before we provide the data to *you*.
- (d) If you seek billing data for a period before the *commencement date*, you will need to ask *your* former *electricity retailer* for the billing data.
- (e) If you ask *us*, and at the time of the request *you* are our customer, we will, within 7 *business days* of being asked, give *you* information on any alternative tariffs that may be available to *you*.

## 5. Billing and payment

### 5.1 Billing details

- (a) We will bill you at least once every 3 months in accordance with the *billing cycle* that we set for our customers from time to time unless we and you agree otherwise. Our *billing cycle* is no more than once every month, and no less than once every 3 months.
- (b) Your bill will contain all information required in accordance with the *small use customer code* including:
- (i) the account name and account number;
  - (ii) the *premises* address and (if required) mailing address;
  - (iii) the number of days covered by the bill;
  - (iv) the dates on which the account period begins and ends;
  - (v) the *contract price* that we charged you; and
  - (vi) the *fees* we charged you;
  - (vii) a statement about eligibility for concessions and, if applicable, the value of any concessions provided to you;
  - (viii) the amount due and the due date; and
  - (ix) the telephone number for billing and other payment enquiries or complaints; and
  - (x) the telephone number if you are experiencing payment difficulties; and
  - (xi) the 24-hour telephone number for faults and emergencies;
  - (xii) the telephone number for the *electricity ombudsman*;
  - (xiii) your *electricity use* or estimated use;
  - (xiv) the average daily cost of consumption;
  - (xv) the *meter* or property number;
  - (xvi) the ways you can pay your bill, including information about payment methods available to you;
  - (xvii) the amount of arrears or credit and the details of any adjustments;
  - (xviii) a graph showing your consumption for the period covered by the bill, the previous bill and the same period last year;
  - (xix) the amount of any other charges and the details of any service provided; and
  - (xx) the telephone number for interpreter and TTY services.
- (c) The *contract price* and any other fees will be itemised separately on your bill.

### 5.2 Payment

- (a) You must pay us by any of the following payment methods:
- (i) electronic funds transfer;
  - (ii) direct debit; or
  - (iii) any other payment method which you request and which we agree to,

the total amount shown on a bill in cleared funds on or before the due date. The due date will be no less than 12 business days from the date of the bill.

- (b) If you are unable to use one of the available options you can contact us to arrange for your bill to be redirected or payment to be made in advance.

### 5.3 Late payment and underpayment

- (a) If you don't pay the amount shown on your bill by the due date clause 9.2 applies and we can:
- (i) send a *disconnection warning* to you;
  - (ii) charge you a fee for each overdue account notice we send to you (but only when we are legally entitled to charge a fee);
  - (iii) disconnect your electricity supply; and
  - (iv) shorten your *billing cycle*.
- (b) in addition we may charge you:
- (i) interest on any outstanding amount at the *interest rate*; or
  - (ii) a late payment fee.

### 5.4 Failure to pay

- (a) If you fail to pay a bill we will send you a reminder notice.
- (b) If you fail to pay your bill after receipt of two reminder notices we can refer your debt to a debt collection agency.
- (c) If we do you will be liable for additional fees charged by the agency.

### 5.5 If you are having trouble paying

If you are having trouble paying your bills, please advise us.

We will assess your request in accordance with our financial hardship policy and we may offer you:

- (a) additional time to pay a bill;
- (b) an *instalment plan*; or
- (c) information about, and referral to, government assistance programs.

A copy of our financial hardship policy is available on our website.

### 5.6 Reviewing bills

If you reasonably consider that a bill contains an error, you may notify us and we will as soon as practicable review the bill and notify you of the result.

### 5.7 If we undercharge you

If we consider that a bill contains an error, and the error resulted in you underpaying, then:

- (a) we may determine a correcting payment which may only apply to electricity supplied less than 12 months before the date of the original bill;
- (b) we may issue a corrected bill to you no later than the next bill, setting out the correcting payment and how it is calculated; and
- (c) if after being notified of the correcting payment you do not make the correcting payment by the due date and have not entered into an *instalment plan* with us, we may charge you.

- (i) interest on the outstanding amount at the *interest rate* from the due date; or
- (ii) a late payment *fee*.

#### 5.8 If we overcharge you

If we consider that a bill contains an error, and the error resulted in you overpaying, then:

- (a) we will determine a correcting payment which will include interest calculated at the *interest rate* from the date of the overpayment to the date of correction;
- (b) we will issue a corrected bill to *you* within 10 *business days* of discovering the error, setting out the correcting payment and how it is calculated;
- (c) we will ask *you* whether *you* want us to:
  - (i) credit the correcting payment to *your* account; or
  - (ii) repay the correcting payment to *you*.
- (d) We will action *your* request within 12 *business days* of receiving *your* instructions.
- (e) If you do not answer our request under clause 5.7(c) within 5 *business days* of us making the request, we must use reasonable endeavours to credit the correcting payment to *your* account.

#### 5.9 Security or prepayment

- (a) We may in our absolute discretion by *notice* require *you* to:
  - (i) provide security to *our* satisfaction for up to 2 months' estimated billings; or
  - (ii) prepay amounts payable under this *contract* to a maximum amount of 2 months' estimated billings,and *you* must do so within 10 *business days* of providing the *notice*.
- (b) If we require security under clause 5.8(a) then:
  - (i) we will lodge the amount received from *you* in an interest bearing account;
  - (ii) we will separately identify this amount in our accounting records;
  - (iii) we will pay you interest on that amount at the *bank bill rate* and this interest will accrue daily and will be capitalised every 90 days unless paid; and
  - (iv) we will advise you of the *bank bill rate* if you request us to do so.

### 6. Metering equipment

- (a) We or the *network operator* will provide, install and maintain *electricity supply equipment*, including the *meter* and necessary ancillary equipment at the *premises*, after due consideration of *your* wishes.
- (b) The *electricity supply equipment* remains the property of *us* or the *network operator* at all times and the *network operator* is responsible for installing and maintaining the *electricity supply equipment*.
- (c) 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.
- (d) You are responsible for keeping *your electricity supply equipment* in good working order and

condition and taking reasonable precautions to protect *your electricity supply equipment* against surges or interruption in the *electricity* supplied to *you*. You must not let anyone other than the holder of an electrical worker's license granted under the *Electricity (Licensing) Regulations 1991 (WA)* work on *your equipment*.

- (e) You must not:
  - (i) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*;
  - (ii) do anything that will prevent us from accessing the *electricity supply equipment*;
  - (iii) use *electricity* in a way that interferes with the supply of *electricity* to anyone else or causes loss to anyone else;
  - (iv) unless you have *our* permission, turn the *meter* on if the *meter* has been turned off by *us* or by the *network operator*; or
  - (v) allow any other person to do any of the things described in clause 6.

### 7. Access to premises

- (a) You (and your workers, tenants and visitors) must allow us, and our directors, officers, servants, employees, agents, contractors and delegates (including the *network operator*), safe and unhindered access to the *premises* for the purposes of this *contract* including:
  - (i) to read the *meter*;
  - (ii) to inspect or work on the *electricity supply equipment*;
  - (iii) to inspect the *electricity installation*;
  - (iv) to disconnect or reconnect *your* electricity supply;
  - (v) to inspect or work on *your electricity supply equipment*; or
  - (vi) for any other reason relating to the supply of *electricity* to the *premises*.
- (b) A person entering the *premises* on our behalf will clearly display identification that identifies the person as *our* employee or agent and will show the identification to *you* if you ask to see it.
- (c) We will give you 24 hours' notice before we or the *network operator* enters the *premises* for the purposes allowed in this *contract*, except:
  - (i) for routine *meter* reading or *meter* replacement; or
  - (ii) in an *emergency*; or
  - (iii) if we suspect that *electricity* is being used illegally at the *premises*.
- a) If we or the *network operator* enters the *premises* for the purposes of planned work then we will give you at least 5 days notice.
- b) Any representative of ours or the *network operator* who enters the *premises* will wear, in accordance with our or the *network operator's* requirements, transparent official identification and will show it to *you* if you are at the *premises*.

## 8. Electricity supply and purchase

### 8.1 Your obligations

- (a) If you move into the *premises*, then before we supply you electricity at the *premises*, we can require you to:
  - (i) apply to us for *electricity supply* and provide us with acceptable identification;
  - (ii) provide us with assurance that we will be able to access the *meter* and other *electricity supply equipment*;
  - (iii) provide us with contact details for billing purposes;
  - (iv) if the *premises* is a rental property, provide us with contact details of the property;
  - (v) where there is a new electricity connection, provide us with information about your estimated *electricity usage*;
  - (vi) agree to pay us all relevant charges and fees according to this *contract*;
  - (vii) provide us with a security in accordance with clause 5.8; and
  - (viii) pay us any outstanding debt you owe us for the supply of *electricity* at another *premises*, excluding debts subject to a dispute or agreed repayment plan.

We will sell you *electricity* from the day that your *electricity supply* is turned on at the *premises*. We will use our best endeavours to make supply available to you at the *premises* by the date we agreed or, if no date was agreed, within 20 business days from the date of your application.

### 8.2 Existing connection

- (a) If there is an existing connection at the *premises*, we can ask you to pay for all *electricity* used at the *premises* since the final *meter reading* was taken of the previous customer. If a final *meter reading* was not taken on the day the previous customer moved out of the *premises*, we will estimate how much *electricity* you used and how much the previous customer used. We will endeavour to share the cost of *electricity* between you and the previous customer:
  - (i) so you and the previous customer each pay a fair proportion; and
  - (ii) so that we do not overcharge or undercharge you.
- (b) We will use our best endeavours to make supply available to you at the *premises* by the date we agreed or, if no date was agreed, within 20 business days from the date of your application.

### 8.3 No existing connection

- (a) If the *premises* do not already have an existing *electricity connection*, then before we supply you *electricity* at the *premises* each of the following must be satisfied:
  - (i) you must perform the obligations listed in clause 8.1;
  - (ii) the *electricity supply equipment* (and its installation) must comply with the regulatory requirements;
  - (iii) if we ask you, you must give us notices of installation from any *electricity installer*; and

- (iv) there must be a sufficient supply available at the boundary of the *premises*.

### 8.4 Other electricity retailer

- (a) If at the time of entering the *contract*, you are supplied *electricity* at the *premises* by an *electricity retailer* other than us, we will begin to supply you with *electricity* under the *contract* on the date you are transferred from the other *electricity retailer* to us by the *network operator* in accordance with the *customer transfer code*.
- (b) Before we supply *electricity* to you at the *premises*, each of the following must be satisfied:
  - (i) you do the things listed in clause 8.1;
  - (ii) the *electricity supply equipment* complies with the regulatory requirements;
  - (iii) there is a sufficient supply available at the boundary of the *premises*; and
  - (iv) the *meter* at the *premises* is available to use.

### 8.5 Moving out of premises

- (a) If you move out of the *premises* and no longer wish to obtain *electricity* at the *premises*, you must:
  - (i) advise us at least 10 days before you move out; and
  - (ii) provide an address where the final bill can be sent.
- (b) Provided you notify us in accordance with clause 8.5(a)(i) and move out on the day you advise us of, we will make a final *meter reading* on the day that you move out of the *premises* and issue a final bill to you. You are required to pay for *electricity* used up to the day you move out of the *premises*.
- (c) If you advise us as described in clause 8.5(a)(i), and you move out of the *premises* before the time specified in your notice then you must pay for *electricity* up to the time specified in your notice, except where you have demonstrated to us that you were evicted from the *premises* or were otherwise required to vacate.
- (d) If you fail to advise us in accordance with 8.5(a)(i), then subject to any applicable laws, we may require you to pay for *electricity* used at the *premises* for up to a maximum of 5 days after we discover that you have moved out of the *premises*.
- (e) We will not require you to pay for *electricity* used at the *premises* from the time that a new customer has an obligation to pay for *electricity supply* at the *premises* under a new *contract*.
- (f) If your final bill is in credit after you have paid us all amounts payable under clause 8.5, then you can choose to have us credit your new account with this amount or repay the amount to you.
- (g) You agree to cooperate with the *network operator* in relation to connecting your *premises* to the *electricity network* and allow us to share your details with the *network operator*.

## 9. Breach

### 9.1 If we breach this contract

- (a) If we breach this *contract*, you may give us notice asking us to remedy the breach.

- (b) We must within 10 *business days* after the date of the *notice*:
- (i) remedy the breach; or
  - (ii) if the breach is compensable by payment of money, pay *you* reasonable compensation for the breach.

## 9.2 If you breach this contract

- (a) If you breach this *contract*, we may give *you* notice asking *you* to remedy the breach.
- (b) You must within 10 *business days* after the date of this *notice*:

  - (i) remedy the breach; or
  - (ii) if the breach is compensable by payment of money, pay *us* reasonable compensation for the breach.

- (c) If:

  - (i) we have given *you* a *notice* under clause 9.2(a) and *you* fail to remedy the breach or pay *us* compensation which we consider reasonable;
  - (ii) we have a right under a written *law* to *disconnect* supply;
  - (iii) *you* suffer an *insolvency event*, or
  - (iv) *you* consume more than 160MWh of *electricity* in any 12 month period,

then we may do either or both of the following:

- (v) *disconnect* the supply of *electricity* to the *premises* under clause 9.3; and
  - (vi) end this *contract* by giving *you* 10 *business days' notice*.
- (d) If we end this *contract* under clause 9.2(c)(vi):
- (i) we will endeavour in good faith to negotiate with *you* a new *contract* to take its place, having regard to *your* past breach;
  - (ii) pending any new *contract*, *you* will pay for any *electricity* *you* consume at *your* *premises* in accordance with the terms of this *contract* as though it was still in existence; and
  - (iii) if there is no such new supply *contract* in place within 2 months of our ending this *contract*, we may (having first given *you* at least 10 *business days' notice*) *disconnect* your *electricity* supply.

## 9.3 Disconnection and reconnection

- (a) We may request the *network operator* *disconnect* your *electricity* supply where:
  - (i) there is an *emergency*;
  - (ii) the *network operator* is required to perform planned work on the *electricity network*; or
  - (iii) you breach this *contract*.
- (b) Whenever we are entitled to *disconnect* the supply of *electricity* to the *premises*:
  - (i) we will, except in cases of *emergency*, give *you* at least 20 *business days' notice* prior to disconnecting *you*;
  - (ii) we may charge *you* a *fee* for disconnecting your *electricity* supply, which may be higher if

we have to attend the *premises* to undertake the disconnection; and

- (iii) If the disconnection was for breach, then:
  - A. when all amounts outstanding under this *contract* have been paid in full (whether or not the outstanding amount was an original cause of disconnection) and all breaches have otherwise been remedied, we will reconnect the supply of *electricity* as quickly as reasonably practicable; and
  - B. we may charge *you* a *fee* for the reconnection, which may be higher if we have to attend the *premises* to undertake the reconnection.
- (c) In cases of an *emergency* or if necessary to reduce the risk of fire or if required by other law we can arrange for the *network operator* to turn off your *electricity* at any time without *notice* to *you*. In this case, *you* can get information on the nature of the *emergency* and an estimate of when *electricity* supply is likely to be restored by contacting the *network operator's* 24-hour *emergency* line.
- (d) If your *electricity* is disconnected, and we are satisfied that the circumstances giving rise to the disconnection have been resolved, we will do our best to arrange for the *network operator* to turn on your *electricity* as soon as possible.

## 10. Our liability to you

### 10.1 General limitation

- (a) **IMPORTANT NOTICE** 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.
- (b) The effect of this clause may be limited by *law*, in which case it has effect only as far as the *law* allows.
- (c) Except as expressly set out in this *contract*, any representation, warranty, condition or undertaking which would be implied in this *contract* by *law*, is excluded to the maximum extent permitted by *law*.
- (d) Without limiting clause 10.1(c), our liability to *you* under this *contract* is not in any circumstances to exceed either:
  - (i) in the case of goods being *electricity*:
    - A. the replacement of the *electricity* or the supply of equivalent *electricity*;
    - B. the payment of the cost of replacing the *electricity* or of acquiring equivalent *electricity*; or
  - (ii) in the case of services:
    - A. the supply of the service again; or
    - B. the payment of the cost of having the services supplied again.
- (e) You must take reasonable precautions to minimise the risk of loss or damage to any *electricity supply equipment*, *premises* or *business* which may result from poor quality, or reliability of *electricity* supply.

### 10.2 Limitation of liability for supply interruptions etc

- (a) You acknowledge that, given the variety of factors that may influence the transport and supply of *electricity*, including events and constraints in the

- network operator's equipment or electricity network, equipment failures, weather, accidents and third party acts, we cannot and do not guarantee that the electricity will be:*
- (i) of any particular quantity, quality or frequency; or
  - (ii) continuous and free from surges or interruptions.
- (b) As a result, we are not liable to you for any *liability* whatsoever (including any *indirect liability*) you may incur in connection with any failure or disruption in the quantity, quality, frequency or continuity of, or any surges or interruptions in, *electricity supply*.

### 10.3 Limitation of implied terms

To the extent permitted by *law*, our *liability* to you in connection with any warranty or condition implied into this *contract* under the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) or otherwise is limited, at our election, to either the supply of an equivalent quantity of *electricity*, or payment of the prevailing regulated tariff for supplying *electricity* to the *premises* for a period of no more than 3 months.

## 11. Your liability to us

You will indemnify us and each *indemnitee* against any *liability* (including for *indirect damage*) arising out of or connected with the *contract*, except to the extent that the *liability* arises as a result of our wilful default.

### 11.1 Liability to your third parties

You will indemnify us and each *indemnitee* against any *liability* (including for *indirect damage*) to:

- (a) any of your workers, tenants and visitors; and
- (b) any third person who acquires goods or services directly or indirectly from you,

in respect of any *liability* arising out of or connected with this *contract* or anything we do or fail to do under (or purportedly under) this *contract*, including anything arising out of or connected with any failure or disruption in the quantity, quality, frequency or continuity of, or any surges or interruptions in, *electricity supply*, except to the extent the *liability* arises as a result of our wilful default.

## 12. Force majeure

### 12.1 Force majeure affecting you

If something beyond your reasonable control happens, and which you are not reasonably able to avoid or overcome, which makes you breach this *contract*, then:

- (a) you must notify us promptly, giving reasonable details;
- (b) you must use reasonable endeavours to bring the breach to an end;
- (c) you must still pay all bills by the due date;
- (d) we will excuse the breach (other than failure to pay a bill) from the time you notify us, for as long as the thing beyond your reasonable control lasts.

### 12.2 Force majeure affecting us

- (a) If something beyond our reasonable control happens, which we are not reasonably able to avoid or overcome, which makes us breach this *contract*, then:

- (i) we must notify you promptly, giving reasonable details;
- (ii) we must use reasonable endeavours to bring the breach to an end;
- (iii) you must still pay all bills by the due date; and
- (iv) you must excuse the breach from the time we notify you, for as long as the thing beyond our reasonable control lasts.

- (b) The supply of your *electricity* is subject to several variables beyond our control including, but not limited to, accidents, emergencies, weather conditions, system demand, damage to the *electricity network* and anything that impacts the standard operation of the *electricity network*.
- (c) Further, actions of others persons such as the *network operator* are beyond our reasonable control and have the potential to impact the supply of your *electricity*.

## 13. Dispute resolution

### 13.1 Disputed bills

- (a) If you dispute all or part of an amount specified in a bill:
  - (i) you must promptly give us notice with reasonable details of the dispute; and
  - (ii) you must nonetheless pay the full amount shown on the bill together with any GST by the due date; and
  - (iii) you and we will refer the dispute for resolution in accordance with clause 13.2.
- (b) Upon resolution of the dispute, any undercharge will be dealt with under clause 5.6 and any overcharge will be dealt with under clause 5.7.

### 13.2 Dispute resolution process

- (a) If any dispute arises in connection with this *contract*, either party may give the other a *notice* detailing the dispute.
- (b) If a dispute *notice* is given, we and you will first meet to try to resolve the dispute by negotiation.
- (c) If the dispute is not resolved by negotiation within 10 *business days*, either party may refer the dispute to mediation as follows:
  - (i) the mediator is to be a person you and we agree to appoint; and
  - (ii) if you and we cannot agree on a mediator within 10 *business days*, the mediator is to be appointed by the Chair of the Perth Chapter of the LEADR Association of Dispute Resolvers, or the Chair's designated representative; and
  - (iii) the mediation is to be conducted in accordance with the LEADR Mediation Rules.
- (d) A party must not commence litigation of a dispute, other than for interlocutory relief, without first seeking to resolve the dispute by negotiation and mediation in accordance with this clause 13.2.

## 14. Assignment

- (a) You may not assign this *contract* without written consent from us.

- (b) We may assign the whole or any part of this *contract* to a person who acquires all or a significant portion of our assets without prior written consent.

## 15. Credit check

You consent to and authorise us to collect personal information about you from credit reporting bodies if we conduct a credit check on you.

## 16. Privacy and confidentiality

### 16.1 Change in law

Subject to this clause 16, each party must take all reasonable steps to ensure that *confidential information* is kept confidential.

### 16.2 Permitted use and disclosure

A party who receives *confidential information* ("recipient") from the other party ("provider") may:

- (a) use the *confidential information* only for the purposes of this *contract*; and
- (b) reveal the *confidential information* only:
- (i) with the *provider's* written consent, subject to the terms of the consent;
  - (ii) on a confidential basis, to its related bodies corporate, and its and their directors, officers and employees to the extent they need to know;
  - (iii) on a confidential basis, to its insurers and reinsurers;
  - (iv) if required by any *law* or rules of a recognised stock exchange to do so, in which case the *recipient* must promptly notify the *provider*;
  - (v) if the *confidential information* is in or enters the public domain for reasons other than a breach of this *contract*;
  - (vi) if the *confidential information* was already known to the *recipient* at the time of first disclosure, or is disclosed to the *recipient* by a third party legally entitled to do so and who is not under an obligation of confidentiality to the *provider* in respect of the information; or
  - (vii) on a confidential basis, to its professional advisers to obtain professional advice in connection with this *contract*.

### 16.3 Privacy policy

All customer information will be dealt with in accordance with our Privacy Policy available on our website.

## 17. Severance

If a provision of this *contract* is invalid, illegal or unenforceable, then it is severed from this *contract* to the extent of the invalidity, illegality or unenforceability, and the remainder of this *contract* remains in full force.

## 18. Waiver

This *contract* may only be varied or waived if, and only to the extent, you and we agree explicitly in writing to do so.

## 19. Notices

- (a) A *notice* must be in *writing* and in English.

- (b) A party must send a *notice* to the other party at the address shown on this *contract* or most recently notified in *writing*.
- (c) A *notice* takes effect at the time stated in the *notice*, but if no time is stated or the time stated is before receipt, then a *notice* take effect on receipt.
- (d) A *notice* sent by post is received:
- (i) 5 days after posting if within Australia; or
  - (ii) 10 days after posting if posted to or from a place outside Australia.
- (e) Subject to the other paragraphs of this clause 19, unless the contrary is proven, a *notice* sent by email is received at the time that the email reaches the addressee's email address.
- (f) Despite any other clause, if a *notice* is received on a day that is not a *business day* or after 5pm on a *business day*, then the *notice* is received at 9am on the next *business day*.
- (g) A party may send a *notice* in more than one way permitted under this *contract*.
- (h) If a party sends the same *notice* using more than one method, then the *notice* is effective from the time that the receiver receives the first *notice*.
- (i) A party must not email a *notice* which terminates this *contract*.
- (j) Our contact details for *notices* as at the date of this standard form *contract* are:
- (i) Clear Energy Pty Ltd (ACN 129 057 030)
  - (ii) Level 31, 152 St Georges Tce, Perth WA 6000
  - (iii) [customercare@clearenergy.com](mailto:customercare@clearenergy.com)
  - (iv) [www.clearenergy.com.au](http://www.clearenergy.com.au)
- (k) Any changes to our contact details will be published on your bill and on our website.

## 20. Information and complaints

- (a) You agree that we have provided you with a copy of this *contract* and information as to how you can obtain additional copies of this *contract*.
- (b) We will provide you with a further copy of this *contract* on request.
- (c) We will also make available to you through our website, *customer key terms* and this standard form *contract*:
- (i) a copy of the *regulations*;
  - (ii) information about our policies including our *financial hardship policy*;
  - (iii) information about our fees and charges;
  - (iv) information on any network access tariffs applicable to us;
  - (v) information about concessions that may be available to you;
  - (vi) contact details for information about government assistance or financial counselling;
  - (vii) general information on the safe use of electricity;
  - (viii) billing data; and

- (ix) any other information we said we would give *you* under this *contract*.
- (d) You may, at any time during this *contract*, lodge a complaint regarding *our* performance of *our* obligations under this *contract* by telephone or in writing. If *your* complaint is a dispute, clause 13 will apply.
- (e) Any complaint received will be treated in accordance with our complaints policy, which is consistent with approved and well-recognised standards.
- (f) The *small use customer code* regulates the conduct of *electricity* retailers, metering agents and distributors. The *small use customer code* protects the interests of small use customers and covers most aspects involved in the supply of *electricity* including *electricity* marketing, billing, connection, disconnection, payment difficulties and dispute resolution. The *small use customer code* is available on the website of the Economic Regulation Authority.

## 21. Amendments to this standard form contract

- (a) We may change these terms and conditions without prior consent from you.
- (b) The Economic Regulation Authority must approve any changes we make to this standard form *contract*.
- (c) We will notify you of any approved changes to this standard form *contract*.
- (d) If you do not agree to the changes you can end the *contract* in accordance with clause 2.3.

## 22. We may act by agent

All acts and things which we are required or empowered to do under this *contract* may be done by *us* or any solicitor, agent, or contractor of *ours*.

## 23. No partnership

Nothing in this *contract* creates a partnership or joint venture between *you* and *us*.

## 24. Entire contract

You acknowledge and agree that the terms and conditions set out expressly (or by statutory implication) in this *contract* comprise the whole of the *contract* between *you* and *us*.

## 25. Counterparts

This *contract* may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

## 26. GST

- (a) Unless we state otherwise, all amounts under this *contract* exclude GST.
- (b) For all amounts under this *contract* which exclude GST, then in addition to any amount payable by *you* to *us*, *you* must at the same time, in the same manner, and without deduction or set off, an amount equal to *our* GST *liability* in relation to the relevant services.

## 27. Survival

Clauses 3, 5, 7, 8, 9.1(d)(ii), 9.1(d)(iii), 10, 11 16, 19, 21, 23, 25, 27 and 28 survive any termination of this *contract*.

## 28. General

- (a) The *law* of Western Australia governs this *contract*.
- (b) *We* and *you* must each comply with all applicable *laws*.
- (c) If a provision of this *contract* is invalid, illegal or unenforceable, then it will be read down to the extent necessary to remedy the invalidity, illegality or unenforceability, or if this is not possible it is to be severed from this *contract*, and the balance of this *contract* remains in full force and effect.

## 29. Definitions

**adjustment date** is defined in clause 3.5(b)(i)B.

**authority** includes a federal, state or local authority and a person authorised to carry out a statutory function.

**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" page of the Reuters Monitor System at or about 10.30a.m. Eastern Standard Time on the first day of the relevant 90 day period under clause 5.8(b)(iii) 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 period in which *you* receive a bill from *us*.

**billing period** means:

- (a) the portion of a *month* at the start of the *contract*; and
- (b) each *month* after that; and
- (c) the portion of a *month* at the end of the *contract*.

**business day** means any day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

**change in law** means a change in an existing *law*, or imposition of a new *law*, which directly or indirectly results in an increase or decrease in the cost to *us* of supplying *electricity* under this *contract*, but does not include a change in, or imposition of, a *law* relating to income tax or capital gains tax.

**claim** means any allegation, debt, cause of action, proceeding, suit, demand or other claim of any nature however arising and whether present or future, fixed or unascertained, actual or contingent, and whether under *law* or otherwise.

**commencement date** is defined in clause 2.1(b).

**confidential information** means:

- (a) the terms of this *contract*; and
- (b) all data, material, technology, personal and other information disclosed or provided in any form by either party to the other party, which the receiving party knew or should reasonably have suspected to be commercially sensitive or confidential to the providing party, whether at, before or after the time of receipt.

**contract** means the legally binding agreement between *us* and *you*, and includes any agreed *customer key terms*.

**contract price** means the charge or charges for electricity specified in the *customer key terms* as may be adjusted from time to time in accordance with this *contract*.

**contract term** is specified in the *customer key terms*.

**cooling-off period** as it relates to *unsolicited consumer agreements* means the period in which *you* can terminate this agreement, defined under the Australian Consumer Law.

**cost** includes any expense, charge, surcharge, tax, duty, impost, fee, rate, withholding, offset, fine, penalty, levy or other cost.

**customer key terms** means the customer key terms provided in accordance with clause 3.1.

**customer transfer code** means the *Electricity Industry (Customer Transfer) Code 2016* (WA), as in force.

**disconnect** includes to restrict or interrupt the supply of *electricity* to all or part of the *premises*.

**disconnection warning** means a notice in writing that we issue to *you* advising that we may disconnect *you* on a specified date in circumstances including that you have breached this *contract*, or for health and safety reasons.

**electricity** means *electricity* supplied by *us* to *you* under this *contract*.

**electricity network** means the South West Interconnected System.

**electricity ombudsman** means the Energy and Water Ombudsman approved by the Economic Regulation Authority.

**electricity supply equipment** means the *meter* and any electrical facilities, apparatus, wires or other equipment used to transmit or measure *electricity* for transfer to *you*, before the point where *electricity* is transferred from the *meter*.

**emergency** means an emergency which endangers or threatens to endanger the health or safety of any person, or the security of the *electricity network*, or which damages or threaten to damage any property.

**fee** means a charge that is not a *contract price*.

**GST** has the meaning given in *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

**indemnitee** means *us*, and any of *our* related bodies corporate, and any director, officer, servant, agent, consultant or employee of *us* or of any of *our* related bodies corporate.

**indirect damage** includes indirect *liability*, consequential *liability*, business interruption *liability*, loss of (or loss of anticipated) *use*, production, revenue, income, profit, business, savings or opportunity, whether or not any of the foregoing was foreseeable, and includes *liability* to other people under *contract* or otherwise.

**insolvency event** means that:

(a) *you* go into liquidation, pass a winding-up resolution, or receive or apply for a deregistration notice under the *Corporations Act 2001* (Cth);

(b) a petition, resolution or other process for winding-up or dissolution is presented or threatened against *you* or circumstances exist which would give rise to such a petition, demand or other similar process;

(c) a writ of execution is issued against *you* or any of *your* property or there are circumstances which justify such a writ;

(d) an administrator, receiver, receiver and manager, administrative receiver or controller (as defined in the *Corporations Act 2001* (Cth)) or similar officer is appointed or is threatened or expected to be appointed to any part of *your* undertaking or assets, or circumstances exist which would justify such an appointment;

(e) *you* are unable to pay *your* debts as and when they become due and payable, are taken under the *Corporations Act 2001* (Cth) to be unable to pay *your* debts, stop or suspend, or threaten to stop or suspend, payment of all or a class of -*your* debts, or circumstances exist which would require a court to presume that *you* are insolvent under the *Corporations Act 2001* (Cth);

(f) *you* enter into, or resolve to enter into, a scheme of arrangement, compromise or composition with any class of creditors;

(g) *you* enter into a personal insolvency arrangement or debt *contract* under the *Bankruptcy Act 1966* (Cth); or

(h) *you* commit an act of bankruptcy as defined in section 40 of the *Bankruptcy Act 1966* (Cth).

**instalment plan** means an arrangement between *us* and *you* to assist *you* to remain connected, to reduce *your* arrears of payment and to minimise *your* risk of further debt.

**interest rate** means the current bank bill interest rate (being the BBSW wholesale interbank rate within Australia published by the Australian Financial Markets Association, or if that rate is no longer published, its nearest reasonable equivalent), plus 5%.

**law** includes any present or future requirement of any statute, regulation, proclamation, ordinance or by-law, and a binding direction from any *authority*, whether State, Federal, local or otherwise.

**liability** includes all liabilities (whether actual, contingent or prospective, under any *law* or *contract*, or in *tort*), losses, damages, *claims*, costs and expenses of whatever nature or description and however arising, irrespective of when the act or event giving rise to the same occurred.

**meter** means any *meter*(s) used for measuring the amount of *electricity* we supply to *you*, which does not form part of the *electricity network*.

**month** means a calendar month.

**network access tariff** means the *fee* payable by *us* to the *network operator* for use of transmission and distribution access services.

**network operator** means the entity who owns, operates, and is responsible for, the *electricity network*.

**notice** means a notice in accordance with clause 19.

**premises** means the address to which *electricity* will be supplied to *you* under this *contract*.

**provider** has the meaning given to it in clause 16.2(a).

**recipient** means has the meaning given to it in clause 16.2(a).

**regulations** means the regulations that apply to the supply of *electricity* to *you* under this *contract*.

**small use customer code** means the *Code of Conduct (for the Supply of Electricity to Small Use Customers) 2018 (WA)*, as in force.

**unsolicited consumer agreement** has the meaning given to it under the section 69 of the Australian Consumer Law.

**visitors** means *your* (and if applicable *your* tenant's) customers, invitees, licensees and visitors.

**we, our and us** means Clear Energy Pty Ltd (ACN 129 057 030) and where the context requires, our employees, subcontractors, agents and successors in title.

**workers** means *your* (and if applicable *your* tenant's) directors, officers, servants, employees, agents and contractors.

**you and your** refers to the person(s) to who *electricity* is (or will be) supplied under this *contract*.

(n) if the date on which a thing must be done is not a *business day*, then that thing must be done on the next *business day*; and

(o) a reference to a “**day**” is a reference to the period, which starts at midnight and ends 24 hours later.

## 30. Interpretation

In this *contract*, unless inconsistent with the context:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the presence or absence of italics is to be disregarded;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a gender includes any gender;
- (e) a heading is for convenience only and does not affect interpretation;
- (f) a reference to a clause or schedule is a reference to a clause of or schedule to this *contract*;
- (g) the word “**includes**” is not a word of limitation and does not restrict the interpretation of a word or phrase in this *contract*;
- (h) a reference to a document includes a variation or replacement of it;
- (i) a reference to a statute includes its subordinate legislation and a modification or re-enactment of either;
- (j) a reference to person includes a reference to:
  - (i) an individual, a body corporate, a trust, a partnership, a joint venture, an unincorporated body or other entity, whether or not it is a separate legal entity;
  - (ii) that person's successors and permitted assigns and a person who novates this *contract*;
- (k) a reference to currency is to the Australian currency;
- (l) the word “**under**” includes by, by virtue of, pursuant to, and in accordance with;
- (m) a reference to time is to Perth, Western Australia time;