



PERDAMAN  
ENERGY

## Standard Form *Contract – Terms and Conditions V2031*

### Welcome to *Perdaman Energy*

Thank *You* for considering *Perdaman* for *Your* electricity supply. This is a legally binding *Contract* for *Us* to sell electricity to *You* where *You* are a *Small-Use Customer*. It details, in a clear and easy-to-read way, every aspect of the agreement, what *You* can expect from *Us*, and *Your* rights and obligations.

Throughout this document, *We*, *Our*, *Us*, and *Perdaman* means *Perdaman Energy* (ABN 57 654 317 665). *You* and *Your* mean the organisation receiving electricity from *Us* at the *Premises*.

Italics have been applied to some words or expressions to indicate that those words or expressions are defined in clause 25.1, which are included for convenience, and do not affect the interpretation of the *Contract*.

*Perdaman* does not offer door-to-door *Contracts*, and *We* do not offer this standard form *Contract* as an *Unsolicited Consumer Agreement* under the *Australian Consumer Law*. *We* also offer a non-standard contract with different terms and conditions, prices, and *Fees* than what is offered under this *Contract*.

#### IN CASE OF FAULT OR *EMERGENCY*

If *You* have a life-threatening *Emergency*, *You* must **call 000 immediately**. For faults or non-life threatening *Emergencies*, please call Western Power's 24-hour faults *Emergencies* & outages line on 13 13 51.

For safety tips on electricity usage, read and follow the instructions on all *Your* electronic devices carefully, and never allow water near an electrical circuit or device. For more information on electrical safety, visit Western Power's website here: <https://westernpower.com.au/safety-access/>

If *You* have any questions or comments regarding this *Contract*, please contact *Us*. *We* strive to improve *Our* service delivery and *We* encourage *Your* feedback, as *We* continually make all efforts to improve *Our* performance.

#### OUR CONTACT INFORMATION

Entity Name:	<i>Perdaman Energy Retail Pty Ltd</i>	Tel:	08 9429 5111
Trading Name:	<i>Perdaman Energy</i>	Fax:	08 9429 5100
ABN:	57 654 317 665	Email:	<a href="mailto:info@perdamanenergy.com.au">info@perdamanenergy.com.au</a>
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# Commercial Terms

## 1 Information about *The Code*

*The Code of Conduct for the Supply of Electricity to Small Use Customers (The Code)* regulates and controls the conduct of retailers, distributors and electricity *Marketing Agents* who supply electricity to *Small-Use Customers*. *The Code* was developed to protect the interests of *Customers* who consume less than 160 MWh per year, as they generally have little or no market power. This standard form *Contract* only applies to *Business Customers*, as *We* do not supply electricity to *Residential Customers*.

*The Code* covers all aspects of the electricity industry, including advertising and marketing, contracts, billing, complaints processes, and conduct. All electricity retailers and electricity *Marketing Agents* must comply with *The Code*.

If *You* would like to get a copy of *The Code*, *We* can provide *You* with one upon request, or *You* can find it on the *Economic Regulation Authority's* (ERA) website by following this link:

<https://www.erawa.com.au/electricity/electricity-licensing/code-of-conduct-for-the-supply-of-electricity-to-small-use-customers>

Several *Laws* and regulations, both Commonwealth and State, govern the activities involved in the supply of electricity. The two most directly applicable to this *Contract* are the *Electricity Industry Act 2004 (WA) (The Act)* and the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)*.

## 2 Supply of Electricity

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

## 3 The *Contract Start Date*

- a) This *Contract* starts at 8:00 am on the date stated on the *Customer Schedule*, or at any other time when electricity is deemed by *Law* to be supplied to *You* under the terms of this *Contract* (**Contract Start Date**).
- b) *We* must sell to *You*, and *You* must pay *Us* for electricity consumed at the *Premises* from the *Contract Start Date*.

## 4 Prices and *Fees*

### 4.1 *Customer Schedule*

*We* will provide *You* with a *Customer Schedule* which will include the following information:

- a) *Your* company name and ABN,
- b) *Your* contact details,
- c) the *NMI*, *Meter* number and supply address (the **Premises**),
- d) the *Electricity Charges*, and

- e) the *Contract Start Date*.  
(the **Customer Schedule**)

#### **4.2 Electricity Charges**

You are required to pay Us the *Electricity Charges* for the electricity We supply to You under this Contract. The *Electricity Charges* include a fixed daily *Supply Charge* and usage charges for the *Peak Electricity* and *Off-Peak Electricity* You use. The usage component can be charged at different rates depending upon the quantity and time of day You use the electricity.

#### **4.3 Fees**

- a) We can charge You *Fees* which are in addition to the *Electricity Charges*, as well as any taxes, levies, regulated charges, costs, *Fees*, and charges that We must pay when We sell and supply electricity and other goods and services to You. You must pay Us the *Fees* that apply to You. We can charge You *Fees* for:
- i. Your account application;
  - ii. other non-standard connection costs,
  - iii. additional *Fees* per clause 4.4(a).
  - iv. testing Your *Meter* per clause 5.2,
  - v. sending You overdue per clause 6.4,
  - vi. reading Your *Meter* when access was not possible per clause 10,
  - vii. reading Your *Meter* when You move out of the *Premises* per clause 11.5,
  - viii. turning off Your electricity in some situations per clause 12.3,
  - ix. removing or physically disconnecting the *Meter* per clause 12.8,
  - x. replacing or physically reconnecting the *Meter* per clause 12.8,
  - xi. turning on Your electricity in some situations per clause 13, and
  - xii. bank transaction *Fees*.
- b) All charges identified in clauses 4.2 and 4.3 will be itemised on Your bill. Contact Us for more information on Our *Fees*.
- c) If You breach this Contract or a provision of the *Relevant Regulations*, You will be required to pay any costs We incur because of, or in relation to that breach.

#### **4.4 Changes to the Electricity Charges and Fees**

- a) We can change the *Electricity Charges* and any *Fee*, or add or remove *Fees* at Our discretion if:
- i. there is a change in any *Law*, or a new *Law* comes into effect,
  - ii. there is a change in the *Network Access Tariff* or the *Renewable Energy Target*, or
  - iii. any other thing happens
- which directly increases the cost for Us to supply You with electricity.
- b) When We change the *Electricity Charges* or a *Fee*, We will:
- i. give You no less than 14 days' notice,

- ii. publish the changed *Electricity Charge or Fee*, or the new *Fee*, and the date from which the change commences, and
  - iii. upon *Your* request, provide evidence to *You* of how the event in clause 4.4(a) will increase *Our* cost to supply electricity to *You*, except where it breaches *Our Privacy Policy*.
- c) The *Electricity Charge or Fee* will change on the date stated in the notice. However, if:
- i. *You* request that *We* do not change the *Electricity Charge or Fee*, and
  - ii. *You* confirm *Your* intentions to cancel this *Contract* with *Us*
- in writing prior to the date stated in the notice, *We* will delay the change in the *Electricity Charge or Fee* by an additional 28 days to give *You* time to transfer to another electricity retailer, or to start a different *Contract* with *Us*.

## 5 How *We* calculate *Your* electricity use

### 5.1 Metering

- a) The *Meter* measures the quantity of electricity *You* use.
- b) The *Network Operator* will read *Your Meter*, and *We* will bill *You* according to the quantity of electricity *You* used.
- c) The reading on *Your Meter* is conclusive evidence of the quantity of electricity *You* have used unless there is a metering inaccuracy.
- d) If *We* or the *Network Operator* find that the *Meter* is inaccurately measuring the quantity of electricity *You* use, *We* can arrange for the *Meter* to be changed. There is no *Fee* for this change.
- e) If *We* don't have an actual *Meter* reading available in time to prepare *Your* bill (for example, if it wasn't possible to access *Your Meter* to read it) and it is reasonable for *Us* to do so, *We* can use estimates of the quantity of electricity *You* used.
- f) If *We* base *Your* bill on an estimate of electricity consumption, *We* will state on *Your* bill that *We* have done so and, upon *Your* request:
  - i. *We* will advise *You* of the basis and the reasons for the estimation, and
  - ii. arrange for a *Meter* reading.
- g) If *We* have provided *You* with a bill based on an estimate of electricity consumption, and accurate information subsequently becomes available (i.e., a *Meter* reading), *We* will include any adjustments in *Your* next bill so that *You* are not overcharged or undercharged. Clause 7 explains what will happen if *We* undercharge or overcharge *You*.

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

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

By 'accurate', *We* mean the *Meter* is measuring as accurately as the *Law* requires.

## 6 Bills

### 6.1 When We will bill You

We will send You a bill:

- a) no more than once a month, unless We have:
  - i. obtained Your verifiable consent to issue bills more frequently, or
  - ii. given You:
    - A) a *Reminder Notice* in respect of 3 consecutive bills, or
    - B) in the case of shortened billing cycles.
  - iii. received a request from You to change Your *Premises* information or to issue a final bill, in which case We may issue a bill more than once a month for the purposes of facilitating Your request, or
  - iv. less than a month after the last bill was issued, We receive metering data from the *Network Operator* for the purposes of preparing Your next bill.
- b) no less than once every 3 months, unless We:
  - i. have obtained Your verifiable consent to issue bills less frequently,
  - ii. have not received the required metering data from the *Network Operator* for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from them, or
  - iii. are unable to comply with this timeframe due to the actions of You where You are supplied under a deemed *Contract* pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005*, and the bill is the first bill issued to You at that *Premises*.

### 6.2 Contents of Your Bill

Each bill will show the information required to be included in accordance with clause 4.5 of *The Code*. The *Electricity Charges* and other *Fees* will be separately itemised on Your bill. If We provide You with additional goods and services during the *Billing Cycle*, We will also include a description of those goods or services.

### 6.3 Paying Your bill

- a) For each bill, You must pay the total amount payable by the *Due Date* specified in that bill. The *Due Date* will be at least 12 *Business Days* from the date of the bill.
- b) The bill will specify a range of payment options, including payment in person and by mail.
- c) If You are unable to use one of these options, You must contact Us as soon as reasonably possible to arrange redirecting Your bill or to make payments in advance.

### 6.4 If You do not pay Your bill

- a) If You do not pay the total amount payable for any bill by the *Due Date*, then 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. charge You interest on the amount You have not paid,



- iv. disconnect *Your* electricity supply, and
  - v. shorten *Your Billing Cycle*.
- b) The interest rate charged on outstanding amounts will be the standard rate *We* publish for *Our Customers* on the same *Contract* as *You*. *We* can change the interest rate, and if *We* do, *We* will publish the changes.
- c) If *You* do not pay the total amount payable for any bill which *You* are required to pay in accordance with this *Contract* 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, *You* must pay any costs that *We* incur for the recovery of the unpaid bill (including the agency's *Fees* and any legal *Fees*).
- d) If *You* pay a bill and the payment is dishonoured or reversed which results in *Us* incurring costs or *Fees* to another person, *You* must reimburse *Us* for those costs and *Fees*.
- e) Unless *You* direct *Us* otherwise, *We* will apply *Your* payment to the amount due for *Your* electricity use before applying it to other items.

## **6.5 If *You* are having trouble paying *Your* bill**

- a) If *You* are having trouble paying *Your* bill, please notify *Us* as soon as possible. *We* will assess *Your* request within 3 *Business Days*, and *We* will deal with *Your* and *Our* rights and obligations, and offer *You* assistance.
- b) If *You* are experiencing payment difficulties, *We* will:
- i. offer *You* a *Payment Plan*,
  - ii. consider any reasonable request for alternative payment arrangements from *You*,
  - iii. offer *You* an option to pay *Your* invoice in advance,
  - iv. redirect bills to a third party nominated by *You* at *Your* written request, and
  - v. provide *You* with information about, and referral to, government assistance programs.
- c) *You* can find out more information about payment options and government assistance by visiting *Our* website or calling *Us*.

## **7 Reviewing *Your* bill**

### **7.1 *You* can ask for *Your* bill to be reviewed**

- a) *You* can ask *Us* to review *Your* bill.
- b) Before *We* will review *Your* bill, *You* must agree to pay any future bills and pay the lesser of:
- i. the portion of the bill under review that *You* and *We* agree is not in dispute, and
  - ii. an amount equal to the average amount of *Your* bills for the previous 12 months.
- c) If *We* review *Your* bill and find it to be incorrect, *We* will deal with the resulting overcharge or undercharge in accordance with this *Contract*. If *We* find the bill is correct, *We*:
- i. will require *You* to pay the unpaid amount,
  - ii. must tell *You* that *You* may request to have *Your Meter* tested to establish whether it is measuring accurately, and

- iii. must tell *You* about *Our* complaints handling process and any external complaints handling processes.
- d) If the *Meter* is found to comply with metering standards, *You* must pay *Us* all costs associated with the test and pay the amount of the bill.

## 7.2 Undercharging

- a) *We* may recover from *You* any amount *You* have been undercharged. Where *You* have been undercharged because of *Our* error or a metering error, *We* will:
  - i. only recover the amount undercharged in the 12 months prior to the *Meter* reading date on the last bill sent to *You* (the **Undercharged Amount**),
  - ii. not charge *You* interest on the *Undercharged Amount*, and
  - iii. show the *Undercharged Amount* as a separate item on *Your* bill, together with an explanation of the amount that was undercharged.
- b) *We* will offer *You* the opportunity to pay the *Undercharged Amount* in instalments.
- c) Where *We* have undercharged *You* because of fraud by *You*, *We* may take action against *You*. This may include:
  - i. disconnecting supply to *Your Premises* in certain circumstances,
  - ii. estimating the electricity usage at the *Premises* for which *You* have not paid *Us*, and
  - iii. taking debt recovery action against *You* for the unpaid amount as well as any disconnection costs and *Our* reasonable legal costs.

## 7.3 Overcharging

- a) If *You* have been overcharged, *We* will:
  - i. notify *You* of this overcharging within 10 *Business Days* once *We* become aware of the overcharging,
  - ii. provide *You* with a refund for the overcharged amount (the **Correcting Refund**),
  - iii. refund any charge to *You* for testing the *Meter* where the *Meter* is found to be defective, and
  - iv. not pay *You* interest on the *Correcting Refund*.
- b) Where *We* are required to pay *You* a *Correcting Refund* under the *Contract*, *You* can choose whether *We* make the *Correcting Refund* as:
  - i. a credit to *Your* account,
  - ii. payment directly to *You*, or
  - iii. a payment to a third party if instructed by *You* in writing.
- c) If *You* instruct *Us* in accordance with this clause, *We* will credit or repay the overpayment in accordance with *Your* instructions within 12 *Business Days*. If *We* do not receive any instructions from *You* within 20 *Business Days* of *Us* advising *You* of the overpayment, *We* will use *Our* reasonable endeavours to credit the amount overcharged to *Your* account.

## 7.4 Information available to *You*

- a) *You* may request from *Us*:

- i. a copy of *The Code*,
  - ii. information on the *Fees* and *Electricity Charges* applicable to the *Contract*, and other prices, available to *You*,
  - iii. historical billing data,
  - iv. information on any concessions applicable to *You*,
  - v. information on service standard payments available to *You* from *Us* or the *Network Operator*,
  - vi. information on energy efficiency,
  - vii. information on any *Network Access Tariffs* applicable to *Us*,
  - viii. information relating to the distribution of electricity or metering, or
  - ix. the *Contract*.
- b) We will provide *You* with the relevant information within 8 *Business Days* of *Your* request. Unless the *Law* requires *Us* to provide the information free of charge, We can ask *You* to pay a reasonable charge.

## 8 Security

### 8.1 We can require security from *You*

- a) We can require *You* to provide *Us* with security against *Your* future electricity bills before connection of supply or continuation of supply. Usually, security would be in the form of a cash deposit or a bank guarantee.
- b) We will only require security from *You* if:
- i. *You* have failed to pay three bills in a 12-month period or two consecutive bills by the *Due Date*, or
  - ii. at any time during the *Contract* that We reasonably determine that *Your* financial standing is such that there is a possibility *You* will be unable to meet *Your* obligations under this *Contract*.
- c) The amount of *Your* security will be no more than 1.5 times *Your* average bill if *You* pay quarterly, or 2 times *Your* average bill if *You* pay monthly. To determine *Your* average bill, We can use *Your* billing history taken over the 3 preceding *Billing Cycles* or the consumption history of similar *Customers* or business types.
- d) If *You* provide a security under this clause, then:
- i. We will keep the security in a trust account and identify it separately in *Our* accounting records, and
  - ii. interest will accrue daily at the *Bank Bill Rate*, and is capitalised every 90 days unless paid. We will advise *You* of the *Bank Bill Rate* if *You* ask *Us* to.
- e) Where *You* have provided security in accordance with this clause and *You* have completed 2 years of payment of *Our* bills by the *Due Date* of the initial bill, within 10 *Business Days* We will inform *You* of the amount of the security including any interest payable, and use this to credit *Your* account unless otherwise instructed by *You*.

- f) We will require, use, and refund any security in a manner consistent with section 62 of the *Energy Operators (Powers) Act 1979 (WA)*. If there is any inconsistency between that section and this clause, this clause will not apply to the extent of the inconsistency.

## 8.2 Use of the security *You* provide

- a) We will only use *Your* security and any accrued interest to offset any amount *You* owe *Us* if:
- i. *Your* failure to pay a bill resulted in the disconnection of supply at the *Premises*,
  - ii. *You* default on a final bill,
  - iii. *You* default on *Your* bill, and *You* and *Us* agree that *We* can use the security to avoid disconnection,
  - iv. *You* have requested *Us* to because *You* are leaving the *Premises*, or *You* asked *Us* to disconnect supply at the *Premises*, or
  - v. *You* transfer to another retailer.
- b) If *We* use *Your* security under this clause, then within 10 *Business Days* *We* will provide *You* with an account and pay *You* any balance together with any interest.

## 9 Metering

### 9.1 Provision of 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 the *Network Operator*, 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.

### 9.2 *Your* responsibilities

- a) *You* are responsible for keeping *Your Equipment* in good working order and condition and taking reasonable precautions to protect *Your Equipment* against surges or interruption in the electricity supplied to *You*. *You* must not let anyone other than the holder of an electrical worker's license granted under the *Electricity (Licensing) Regulations 1991 (WA)* work on *Your Equipment*.
- b) *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. turn the *Meter* on if the *Meter* has been turned off by *Us* or by the *Network Operator*, without *Our* written permission, or
  - v. allow anyone else to do the things described in this clause.

## 10 You must allow access to the *Premises*

- a) You must let *Us*, or persons nominated by *Us* or the *Network Operator*, to have safe and unrestricted access to the *Premises* when *We* need it:
  - 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 Equipment*, or
  - vi. for any other reason relating to the supply of electricity to the *Premises*.
- b) *We* will give *You* 24 hours' notice before *We* or the *Network Operator* enter the *Premises* for the purposes allowed in this *Contract*, except:
  - i. for routine *Meter* reading or *Meter* replacement,
  - ii. in an *Emergency*, or
  - iii. if *We* suspect that electricity is being used illegally at the *Premises*.
- c) Subject to relevant *Laws*, if *We* or the *Network Operator* enter the *Premises* for the purposes of planned work, *We* will usually give *You* at least 24 hours' notice before *We* come onto the *Premises*.
- d) Any representative of the *Network Operator* or *Us* who enter the *Premises* will wear, in a visible manner in accordance with *Our* or the *Network Operator's* requirements, an official *Form Of Identification* and will carry such identification and show it to *You* if *You* are at the *Premises*.

## 11 Electricity supply at *Your Premises*

### 11.1 Your obligations before *We* supply electricity to *You*

- a) If *You* move into the *Premises*, then before *We* supply *You* with electricity, *We* can require *You* to:
  - i. apply to *Us* for electricity supply (by phone, by e-mail, in person or in writing) and provide *Us* with identification *We* consider acceptable,
  - 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. provide *Us* with contact details of the property owner or agent if the *Premises* is a rental property,
  - v. 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 security in accordance with clause 8.1, and
  - viii. pay *Us* any outstanding debt *You* owe *Us* for the supply of electricity at another *Premises* (other than debts that are subject to a dispute or repayment arrangements).
- b) *We* will sell *You* electricity from the day that *Your* electricity supply is turned on at the *Premises*.

**11.2 If there is an existing connection**

- a) If there is an existing electricity connection at the *Premises*, We can ask You to pay for all electricity used at the *Premises* since the final *Meter* reading was taken of the previous *Consumer*. If a final *Meter* reading was not conducted on the day the previous *Consumer* moved out of the *Premises*, We will estimate how much electricity You used and how much the previous *Consumer* used. We will try to share the cost of electricity between You and the previous *Consumer*:
  - i. so that You and the previous *Consumer* each pay a fair share, 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 to sell You electricity or, if no date was agreed, within 20 *Business Days* from the date of Your application.

**11.3 If there is no existing connection**

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

- a) You do the things listed in clause 11.1(a),
- b) the *Electricity Supply Equipment* (and its installation) complies with the regulatory requirements,
- c) if We ask You, You have given Us notices of installation from an electricity installer, and
- d) there is an adequate supply available at the boundary of the *Premises*.

**11.4 If You have engaged another retailer**

- a) If, at the time of entering the *Contract*, You are supplied electricity at the *Premises* by another electricity retailer, We will begin to supply You with electricity under the *Contract* on the date You are transferred from the other electricity retailer to Us.
- b) Before We supply electricity to You at the *Premises*, each of the following conditions must be satisfied:
  - i. You do the things listed in clause 11.1(a),
  - ii. the *Electricity Supply Equipment* (and its installation) complies with the regulatory requirements,
  - iii. there is an adequate supply available at the boundary of the *Premises*, and
  - iv. the *Meter* at the *Premises* is available to use.

**11.5 Moving out of the Premises**

- a) If You move out of the *Premises* and no longer wish to obtain electricity supply at the *Premises*, You must advise Us:
  - i. at least 5 days before You move out; and
  - ii. of an address where the final bill can be sent.
- b) If You advise Us as described in clause 11.5(a), and You move out of the *Premises* at the time specified in Your notice, We will make a final *Meter* reading on the day that You move out of the *Premises* and issue a final bill to You. In that case, You are only required to pay for electricity used up to the day You move out of the *Premises*.

- c) If *You* advise *Us* as described in clause 11.5(a), and *You* move out of the *Premises* before the time specified in *Your* notice then *You* must pay for electricity up to the time specified in *Your* notice unless *You* have demonstrated to *Us* that *You* were evicted from the *Premises* or were otherwise required to vacate the *Premises*.
- d) If *You* do not advise *Us* as described in clause 11.5(a), then subject to any applicable *Laws*, *We* may require *You* to pay for electricity used at the *Premises* for up to a maximum of 5 days after *We* discover that *You* have moved out of the *Premises*.
- 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 this *Contract*, then *You* can choose to have *Us* credit *Your* new account with this amount or repay the amount to *You*.

## 12 Disconnection

### 12.1 In Emergencies

- a) *We* can arrange for the *Network Operator* to turn off *Your* electricity at any time without notice to *You* in an *Emergency*, if necessary to reduce the risk of fire, or if required by *Law*. In this case, *You* can get information on the nature of the *Emergency* and an estimate of when electricity supply is likely to be restored by contacting the *Network Operator's* 24-hour *Emergencies & outages* line.
- b) *We* will do *Our* best to arrange for the *Network Operator* to turn *Your* electricity on again as soon as possible.
- c) Nothing in the *Contract* limits *Our*, or the *Network Operator's*, statutory powers in relation to *Emergencies* and safety.

### 12.2 Planned work

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

### 12.3 Other reasons *You* may be disconnected

*We* can arrange the *Network Operator* to disconnect *Your* electricity supply (and *We* can charge *You* a *Fee* for disconnecting *Your* electricity supply) if:

- a) *You* fail to pay a bill (either for the *Premises* or a previous *Premises*) in full by the *Due Date* shown on the bill (see clause 6 for information about billing), and *We* act in accordance with clause 12.4,
- b) *You* do not agree to a *Payment Plan* or other payment option,
- c) *You* do not perform *Your* obligations under a *Payment Plan* or other payment option,
- d) *You* do not give *Us* or the *Network Operator* safe and unrestricted access to the *Premises* or the *Meter* (see clause 10 for information on accessing the *Premises*),
- e) *You* commit fraud relating to *Our* supply of electricity to *You* at the *Premises* or another *Premises*,
- f) *You* get electricity supplied to the *Premises* illegally or in breach of a *Relevant Regulation* or code,
- g) *You* don't provide security to *Us* after *We* request *You* to (see clause 8 for information about security),



- h) *You* fail to keep *Your Equipment* in good working order or condition (see clause 9 for information about *Your Equipment*), or
- i) *You* get electricity supplied to the *Premises* in breach of this *Contract*.

#### 12.4 Failure to pay a bill

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

- a) If *We* decide to disconnect *Your* electricity supply because *You* fail to pay a bill, then *We* will:
  - i. give *You* a *Reminder Notice* not less than 15 *Business Days* from the date that *We* issued *You* the bill, advising *You* that payment is overdue and that *We* require payment by a specified date (which will be not less than 20 *Business Days* after the date that *We* issued *You* the bill),
  - ii. send *You* a *Disconnection Warning* advising *You* that *We* will disconnect *You* in no less than 5 *Business Days* if *You* have not paid *Us* by the time indicated in the *Reminder Notice*,
  - iii. not disconnect *You* until at least 1 *Business Day* after the date that *We* say *We* will disconnect *Your* electricity supply in the *Disconnection Warning*, and
  - iv. advise *You* of the functions of the *Electricity Industry Ombudsman* and tell *You* their free call telephone number.
- b) *We* will not disconnect *You* unless:
  - i. *You* have not accepted *Our* offer of a *Payment Plan* (if any) within the specified period, or
  - ii. *You* have accepted *Our* offer of a *Payment Plan*, but *You* have not taken reasonable action towards settling the debt within the specified time.

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

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

- a) only disconnect *You* if *You* have denied access to the *Meter* for 12 consecutive months,
- b) give *You* a notice requesting access to the *Meter* at the *Premises* each time access was denied,
- c) use *Our* best endeavours to contact *You*,
- d) give *You* an opportunity to offer reasonable alternative access arrangements, and
- e) send to *You* a *Disconnection Warning* advising that *We* will disconnect *Your* electricity supply on a day that is at least 5 *Business Days* after *You* are deemed to receive the *Disconnection Warning*.

#### 12.6 Failure to give security

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

#### 12.7 When *We* must not disconnect *You*

*We* must not disconnect *Your* electricity supply if:

- a) *You* give *Us* a statement from an appropriately qualified *Medical Practitioner* stating that *Your* electricity supply is necessary to protect the life or health of a person who lives at the *Premises*,



- b) *You* have applied for a government concession or grant, and the application has not been finalised,
- c) *You* have made a complaint to *Us*, the *Network Operator*, the *Electricity Industry Ombudsman*, or another external dispute resolution body about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved,
- d) *You* have agreed to a *Payment Plan* or other payment option,
- e) *You* cannot pay *Your* bill because of a lack of income or other means, and *We* have not done the things *We* must do in clause 12.4,
- f) *You* have not paid *Your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and *You* have agreed to repay the outstanding amount,
- g) *You* have an amount outstanding on *Your* bill that does not relate to the supply of electricity but relates to some other good or service, or
- h) disconnection would occur after 12:00 pm on a Friday, after 3:00 pm on any other *Weekday*, or on a weekend, a public holiday, or the *Business Day* before a public holiday, except in the case of interruptions or disconnections for planned work (see clause 12.2 for information about planned work).

## 12.8 If *You* are disconnected

- a) If the *Network Operator* disconnects *Your* electricity supply at *Our* request under this clause, then:
  - i. *We* or *You* can arrange for the *Network Operator* to remove or physically disconnect the *Meter* while the supply of electricity to *You* is disconnected or later,
  - ii. *We* can charge *You* a *Fee* for removing or physically disconnecting the *Meter* and replacing or physically reconnecting the *Meter* except if *Our* actions were due to:
    - A) an *Emergency* not caused by *You*, or
    - B) planned work.
- b) *You* must not reconnect the electricity supply.

## 12.9 If *We* suspect *You* are obtaining electricity illegally

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

## 13 Reconnection

- a) If *Your* electricity supply is disconnected under clause 12, *We* will arrange for the *Network Operator* to reconnect *Your* electricity supply when *You* ask *Us* to, and *We* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.
- b) *We* can charge *You* a *Fee* for reconnecting *Your* electricity supply except if the disconnection was due to:
  - i. an *Emergency*, or
  - ii. planned work.

## 14 Operation of the *Electricity Network*

### 14.1 Operation

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

- a) If You raise a concern with Us about Your electricity supply, We may forward Your concerns to the *Network Operator*. However, if required, We can also:
  - i. supply You with a copy of the distribution standards if You pay Us a Fee,
  - ii. respond to a request about changes in the quality of Your electricity supply that exceed the distribution standards, and
  - iii. advise You about things You can do to avoid interfering with *Electricity Network* equipment or another person's electricity supply.

### 14.2 You agree

- a) You agree to co-operate with the *Network Operator* in relation to connecting Your Premises to the *Electricity Network* and allow Us to give the *Network Operator* Your details.
- b) We may ask the *Network Operator* to do things for Us, such as turn on Your electricity supply or read Your Meter. Where the Contract says We will do things that relate to the disconnection or reconnection of supply and the *Electricity Supply Equipment*, We may ask the *Network Operator* to do those things for Us.

## 15 Force Majeure

- a) The obligations to You and Us under this Contract shall be suspended (except the obligation to pay any money owing) to the extent to which You or We are affected if that failure or delay is due to a *Force Majeure Event* for as long as the *Force Majeure Event* continues.
- b) The Party affected by a *Force Majeure Event* must give the other Party prompt notice of that fact including full particulars of the *Force Majeure Event*, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations, and the steps taken to remove, overcome, or minimise its effects.
- c) The Party affected by a *Force Majeure Event* must use its best endeavours to remove, overcome, or minimise the effects of the *Force Majeure Event* as quickly as possible unless this requires the Party to settle an industrial dispute.

## 16 Complaints

- a) You may make a complaint to Us about anything We have done or have failed to do. We will manage any complaint according to the *Australian Standard on Complaints Handling (AS/NZS 10002:2014)*.
- b) If You are unhappy with Our response, You can make a complaint to a higher level within Our organisation. If You are still unhappy with Our response, then You can refer the complaint to the *Electricity Industry Ombudsman*. You should give Us the opportunity to respond to Your complaint before You refer it to the *Electricity Industry Ombudsman*.

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

## 17 Ending the *Contract*

### 17.1 When the *Contract* ends

This *Contract* for the supply of electricity will continue until *You* end the *Contract* per clause 17.2, or *We* end the *Contract* per clause 17.3.

### 17.2 *You* can end the *Contract*

- a) *You* can end the *Contract* at any time, but *You* must give *Us* at least 5 days' notice of the day *You* want the *Contract* to end.
- b) If *You* end this *Contract* because *You* enter into a new agreement for electricity supply with *Us*, this *Contract* ends on the expiry of any 'cooling-off period' per the terms of the new agreement.
- c) If *You* end this *Contract* because *You* start a new *Contract* for the supply of electricity with another retailer, this *Contract* does not end until *Your* supply is transferred to the other retailer in accordance with the *Electricity Industry Customer Transfer Code 2004*.

### 17.3 *We* can end the *Contract*

*We* can end this *Contract*, and *You* will have to pay *Us* the amounts due under clause 17.4 immediately if:

- a) *You* become insolvent,
- b) *You* go into liquidation,
- c) *You* become bankrupt,
- d) *You* consume more than 160 MWh of electricity in 12 consecutive months, or
- e) *We* are entitled to disconnect *Your* supply pursuant to clause 12.3.

### 17.4 What happens when the *Contract* ends

When the *Contract* ends:

- a) the *Network Operator* may remove any *Network Equipment* at any time after the day on which the *Contract* ends,
- b) *We* may arrange for a final *Meter* reading,
- c) *We* may issue to *You* a final bill,
- d) *We* may arrange for the site to be disconnected,
- e) *We* can pass on to *You* any costs imposed on *Us* by the *Network Operator* for the final *Meter* reading and disconnecting *Your* electricity and, subject to the provisions of any *Law*, charge *You* a *Fee* for issuing a final bill,
- f) *You* will remain liable to pay any outstanding payments to *Us*, and *We* will have no further obligation to supply electricity to *You* under this *Contract*, and
- g) *We* can arrange for the *Network Operator* to remove any *Network Equipment* at any time after the *Contract* ends. *You* must provide safe and unrestricted access to the *Premises* to remove the *Network Equipment*.

## 18 Protected Rights and Liability

### 18.1 Consumer guarantees

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

### 18.2 Limitation on liability

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

- a) *Our* liability, if any, under this *Contract* is limited to the maximum extent permitted by section 64A of the *Australian Consumer Law*. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic, or household use or consumption, *Our* liability for breach of this *Contract* is limited to (at *Our* option):
  - 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.
- b) *You* must take reasonable precautions to minimise the risk of *loss* or damage to any equipment, *Premises* or business which may result from poor quality, or reliability of electricity supply.
- c) Notwithstanding any other provision of this *Contract*, nothing in this *Contract* is to be read as excluding, restricting, or modifying the application of any legislation which by *Law* cannot be excluded, restricted, or modified.
- d) 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*.

## 19 Privacy and Personal Information

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

- a) *We* respect *Your* privacy and will only use and disclose *Your* personal information in accordance with the *Australian Privacy Principles* as set out in the *Privacy Act 1988 (Cth)* and in accordance with *Our Privacy Policy*. *We* will otherwise comply with all relevant privacy legislation in relation to *Your* personal information.
- b) Unless *We* are permitted to do otherwise under this *Contract*, *We* will keep *Your* information confidential. *We* will keep *Your* information confidential unless:
  - i. *We* have *Your* prior written consent,
  - ii. the *Law* (including any regulatory, accounting, governmental, Ministerial, or stock exchange requirement) requires or permits *Us* to disclose certain information,

- iii. We need to use the information for *Our* regulatory reporting or compliance, or in any legal or regulatory proceedings,
- iv. the information is already in the public domain,
- v. We believe *You* have used electricity illegally and, as a result, We provide relevant information to the *Economic Regulation Authority* or the *Director of Energy Safety*,
- vi. We use the information for business purposes, or
- vii. *You* have not paid *Your* electricity bill, and We disclose information to a credit reporting agency, but We will not provide information about a default to a credit reporting agency if:
  - A) *You* have made a complaint in good faith about the default and the complaint has not been resolved, or
  - B) *You* have requested *Us* to review *Your* electricity bill and the review is not yet completed.
- c) To ensure *Your* information remains confidential, We will:
  - i. provide *Our* staff with training around *Australian Privacy Principles* to ensure *Your* privacy is maintained,
  - ii. maintain up to date protection software for all electronically stored information,
  - iii. store *Your* information on *Our* internal network, or use secure, encrypted off-site data centres to minimise the risk of an electronic breach,
  - iv. protect *Our* electronic data with passwords. The availability of these passwords will only be provided to *Our* staff that require access to the information for ongoing operational purposes,
  - v. request that any third party who requires access to *Your* information provide assurances that they will comply with the *Privacy Act*,
  - vi. destroy *Your* information as soon as practicable once no longer required for *Our* business or compliance purposes.

## 20 Information

- a) We will provide or make the following available to *You*:
  - i. a copy of the *Terms And Conditions* of this *Contract*,
  - ii. a copy of the *Relevant Regulations* and *The Code*,
  - iii. a copy of the distribution standards,
  - iv. information about *Our* policies, *Our* customer service charter, and *Our* complaints handling process,
  - v. information about the *Electricity Charges* and other *Fees You* must pay,
  - vi. information about energy efficiency,
  - vii. contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.5(b),
  - viii. *Your* billing data per clause 6.2, and
  - ix. any other information We said We would give *You* in this *Contract*.

- b) Unless *We* are legally required to provide the information free of charge, *We* may charge *You* a reasonable *Fee*.
- c) You must advise *Us* as soon as possible if:
  - i. there is a change in *Your* contact details or the address where *Your* bills are to be sent,
  - ii. the person responsible for paying *Your* bills changes,
  - iii. *You* change something at the *Premises* which makes *Our* access to the *Meter* more difficult,
  - iv. *You* become aware of a problem with the *Electricity Supply Equipment* at, or reasonably close to, the *Premises*,
  - v. *You* change the way *You* use electricity, or
  - vi. *You* are planning a change to *Your Equipment* which may affect the quality or safety of electricity supply to *You* or anyone else.

## 21 Assignment

- a) *You* may not assign this *Contract* without *Our* written permission.
- b) *We* may assign, or otherwise dispose of the whole or any part of *Our* interest in this *Contract* to a person who acquires all or a substantial portion of the assets of *Our* business of retailing electricity without *Your* consent.

## 22 We can change these *Terms And Conditions*

- a) *We* can change the *Terms And Conditions* of the *Contract* without *Your* consent, subject to those changes being approved by the *Economic Regulation Authority*, in which case *Your Contract* will be deemed to be amended to reflect those changes. Any changes to the *Terms And Conditions* will be published as required by the *Economic Regulation Authority*.
- b) If *You* do not agree with an amendment approved by the *Economic Regulation Authority*, then *You* can end this *Contract* by doing the things described in clause 17.2.

## 23 GST

- a) In this clause:
  - i. *GST* has the meaning given to that term in the *GST Law*,
  - ii. *GST Law* has the meaning given to that term in *A New Tax System (Goods and Services) Tax Act 1999 (Cth)*, and
  - iii. 'adjustment note', 'recipient', 'supply', 'tax invoice,' and 'taxable supply' have the meanings given to those terms in the *GST Law*.
- b) All sums payable or considerations to be provided under the *Contract* are expressed to be exclusive of *GST* unless expressly stated to be inclusive of *GST*.
- c) If there is a taxable supply under, or in connection with, the *Contract*, the recipient must pay to *Us* 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.

- d) We 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 the taxable supply is conditional upon Us providing a tax invoice or adjustment note.

## 24 Miscellaneous

### 24.1 Application of *Laws*

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

### 24.2 Governing *Law*

This *Contract* is governed by the *Laws* of the State of Western Australia.

### 24.3 Waiver of rights

If *We* do not enforce any right under this *Contract*, then this must not be construed as a waiver of *Our* rights under the *Contract*.

### 24.4 Entire agreement

This *Contract* and all applicable *Laws* represent the entire understanding between *You* and *Us* relating to the matters covered by this *Contract*.

### 24.5 Severability

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

### 24.6 Survival upon termination

The following clauses will survive termination of this *Contract*:

- a) 4 (Prices and *Fees*),
- b) 6 (Bills),
- c) 7 (Reviewing *Your* bill),
- d) 8.2 (Use of the security *You* provide),
- e) 10 (*You* must allow access to the *Premises*),
- f) 17.4 (What happens if the *Contract* ends),
- g) 18 (Protected Rights and Liability),
- h) 19 (Privacy and personal information),
- i) 24.2 (Governing *Law*),
- j) 24.6 (Survival upon termination),
- k) 24.7 (Fraudulent or illegal consumption of electricity), and
- l) 24.8 (Notices).



## 24.7 Fraudulent or illegal consumption of electricity

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

## 24.8 Notices

- a) Any notice or other communication given under the *Contract* does not have to be in writing unless this *Contract* expressly requires that it must be in writing.
- b) A notice is taken to be received:
  - i. in the case of verbal communication, at the time of the communication,
  - ii. in the case of hand delivery, on the date of delivery,
  - iii. in the case of post, on the second *Business Day* after posting,
  - iv. in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted,
  - v. in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted, and
  - vi. on the next *Business Day*, if received on a day other than a *Business Day*.

## 24.9 Publications and electronic communication

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

## 24.10 Contact details

*Our* contact details at the date of this *Contract* are:

Entity Name: *Perdaman Energy Retail Pty Ltd (ACN 654 317 665)*

Trading Name: *Perdaman Energy*

Address: *Level 17, 58 Mounts Bay Road, Perth WA 6000*

Postal: *Level 17, 58 Mounts Bay Road, Perth WA 6000*

Tel: *08 9429 5111*

Fax: *08 9429 5100*

Email: *info@perdamanenergy.com.au*

Website: *www.perdamanenergy.com.au*

Changes to *Our* contact details will be published on *Your* bill and on *Our* website.



## 25 Interpretation

### 25.1 Definitions

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

**Act, The** means the *Electricity Industry Act 2004 (WA)*.

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

**Bank Bill Rate** has the same meaning as in the *Customer Contracts Regulations*.

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

**Business Customer** is a *Customer* who is not a *Residential Customer*.

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

**Code, The** means the *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2018 (WA)* and any future amendment.

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

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

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

**Contract Start Date** is defined in clause 3.

**Customer** means someone who consumes electricity.

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

**Customer Schedule** means the *Customer Schedule* provided to *You* pursuant to clause 4.1 as amended from time to time.

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

**Due Date** means the day in which the total amount on *Your* bill must be cleared into *Our* bank account. A *Late Payment Fee* will be added to a subsequent invoice if less than the total amount is received by the *Due Date*.

**Electricity Charge** means the charge or charges for electricity as set out in the *Customer Schedule* (which includes a *Supply Charge*, a *Peak Electricity Price*, and an *Off-Peak Electricity Price*), and may be adjusted in accordance with the *Contract*.

**Electricity Industry Ombudsman** means the *Energy and Water Ombudsman*.

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

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

**Emergency** means an *Emergency* due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of

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

**Fee** means a charge that is not an *Electricity Charge*.

**Force Majeure Event** means an event or circumstance affecting *You* or *Us*, and in each case that is beyond the direct control or influence of the 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 Act*) but excludes *Your* or *Our* inability to pay any money due under this *Contract* for any reason.

**Form Of Identification** has the meaning given in Regulation 26(3) in the *Customer Contracts Regulations*.

**GST** means *GST* as defined in *GST Law*.

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

**Law** means:

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

**Marketing Agent** is any person or company involved with negotiations between a *Customer* and an electricity retailer.

**Medical Practitioner** has the same meaning as *Appropriately Qualified Medical Practitioner* in the *Code*.

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

**Metering Code** means the *Electricity Industry Metering Code 2012*.

**Network Access Tariff** means the *Fees* payable by *Us* to the *Network Operator* for the transmission and distribution of access services for *Your Premises*.

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

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

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

**Party** means *You* or *Us*, and **Parties** means *You* and *Us*.

**Payment Plan** has the same meaning as 'instalment plan' in the *Code*. *You* can call *Us* or visit *Our* website for more information about *Payment Plans*.

**Peak Electricity Price** means the *Peak Electricity Price* specified in the *Customer Schedule*, which is payable for electricity supplied to *You* during any *Peak Period*.

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

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

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

**Publish** means to publish a thing in the way set out in 24.9.

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

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

**Renewable Energy Target** means the *Small Scale Technology Percentage* and the *Renewable Power Percentage*, as defined in the *Renewable Energy (Electricity) Act 2000*.

**Residential Customer** has the meaning given in *The Code*.

**Small-Use Customer** is a customer who consumes less than 160 MWh per year at a *Premises*.

**Undercharged Amount** is defined in clause 7.2

**We, Our, Us, and Perdaman** means *Perdaman Energy Retail Pty Ltd* (ACN 654 317 665) and, where the context requires, *Our* employees, subcontractors, agents, and successors in title.

**You and Your** refers to the person/s to whom electricity is (or will be) supplied under this *Contract*.

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

## 25.2 Interpretation

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

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

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

### 25.3 Simple English

This *Contract* is written in a 'simple English' style. Accordingly, where:

- a) a *Contract* or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words, and
- b) a provision of these terms and conditions appears to have expressed the same idea in a different form of words to use a clearer or simpler style, the ideas are not to be taken to be different just because different forms of words were used. For example:
  - i. 'do *Our* best' means 'use best endeavours',
  - ii. 'end', in relation to the *Contract*, means 'terminate',
  - iii. 'can' means there is a discretion as to whether the thing stated is done or not done, and
  - iv. 'will' and 'must' both mean the thing stated has to be done.