

**Standard Electricity Contract**  
**Ocean Reef Renewable Energy Pty Ltd**  
**ACN: 663 110 987**  
**(ORRE)**

Business Address: 52 Belmont Avenue, Rivervale WA 6103

Email: [insert]

Telephone: [insert]

Website: [insert]

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the *Australian Consumer Law*):

**NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW**

**Important Notice to the Consumer**

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

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

Sign \_\_\_\_\_

Signed for and on behalf of **ORRE** by its duly  
authorised representative:

Sign \_\_\_\_\_

Name  
(print) \_\_\_\_\_

Name  
(print) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Agent details (if acting on ORRE's behalf)**

Signed for and on behalf of **ORRE** by its duly authorised agent:

Sign \_\_\_\_\_

Company  
name \_\_\_\_\_

Name  
(print) \_\_\_\_\_

Business  
address  
(not PO Box) \_\_\_\_\_

Date \_\_\_\_\_

email address \_\_\_\_\_

Date \_\_\_\_\_

email address \_\_\_\_\_

Telephone \_\_\_\_\_

## CONTRACT PARTICULARS

### 1. Your details

Title: .....

Family name:..... Given names:.....

Postal address: .....

Suburb:..... Postcode:.....

Home:..... Work:..... Mobile:.....

Facsimile:..... Email:.....

### 2. Your business details (complete this section for business applications only)

Registered Business Name:.....

ABN/ACN:.....

### 3. Premises (address of site connection required)

Unit No: ..... Lot/House No: ..... Street:.....

Suburb:..... Postcode:.....

Date connection required:.....

### 4. Product & pricing details (To be completed by an ORRE representative)

.....  
.....  
.....

### 5. Billing frequency

Standard

Group

*Standard* means a single bill relating to a single supply address. *Group* means a single bill relating to multiple supply addresses or multiple sites at the same supply address.

### 6. Term (To be completed by a [ORRE] representative)

Fixed term

No fixed term

End date in the case of a fixed term .....

## ATTACHMENT A

The following notice applies if this is an ***unsolicited consumer agreement*** (as defined in the *Australian Consumer Law*):

### NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

#### Your additional rights to cancel this agreement

In addition to *your* rights described in the agreement:

- (a) *You* have a right to cancel this agreement at any time within 10 business days from and including the day after *you* signed or received this agreement.
- (b) *You* also have a right to cancel this agreement at any time within 3 months from and including the day after *you* signed or received this agreement if there has been a breach of one or more of the following sections of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).
  - (i) section 73 (permitted hours for negotiating an unsolicited consumer agreement);
  - (ii) section 74 (disclosing purpose and identity);
  - (iii) section 75 (ceasing to negotiate on request).
- (c) *You* also have a right to cancel this agreement at any time within 6 months from and including the day after *you* signed or received this agreement if there has been a breach of one or more of the following sections of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).
  - (i) section 76 (informing consumer of termination period);
  - (ii) a provision of Subdivision C of part 3.2 of the Australian Consumer Law (requirements for unsolicited consumer agreements);
  - (iii) section 86 (prohibition on supplies for 10 business days).

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

- (a) giving *us* a notice personally; or
- (b) giving *us* or sending *us* a notice, in an envelope addressed to:

Ocean Reef Renewable Energy Pty Ltd  
52 Belmont Avenue  
Rivervale WA 6103; or
- (c) emailing [insert].

saying that *you* would like to cancel the agreement.

*You* may use the notice attached as **Attachment B** to this agreement to let *us* know *you* would like to cancel the agreement.

**Supplying goods or services during the cooling-off period**

We are not allowed to supply *you* with electricity or accept or ask for any payment for electricity at any time within 10 business days from and including the day after *you* signed or received this agreement, unless:

- (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.

## **ATTACHMENT B**

### **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.

##### **Extended right to cancel this agreement**

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier**.

Alternatively, write a letter or send an email to the supplier.

#### **Supplier details (to be completed by the supplier)**

Name: Ocean Reef Renewable Energy Pty Ltd

Address: 52 Belmont Avenue, Rivervale, WA 6103

Email: [insert]

Details of goods or services supplied under the agreement: .....

Cost of goods or services: .....

Date of agreement: .....

Transaction number (if any): .....

#### **Consumer details**

Name of consumer: .....

Consumer's address: .....

#### **I WISH TO CANCEL THIS AGREEMENT**

Signed by the consumer: .....

Date: .....

**Note:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

**Ocean Reef Renewable Energy Pty Ltd**  
**(ACN 663 110 987)**  
**STANDARD ELECTRICITY**  
**TERMS AND CONDITIONS**

**1 SUPPLY OF ELECTRICITY**

We will sell electricity to *you* at the *premises* in accordance with this *contract*. Unless otherwise agreed, this *contract* applies to the sale of electricity to all *residential customers* or *business customers* who pay the *standard price* for electricity.

**2 CODE OF CONDUCT**

The *code of conduct* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The *code of conduct* is designed to protect the interests of residential and small business users.

Matters covered by the *code of conduct* include electricity marketing, connection, billing, payment, payment difficulties and *financial hardship*, protections relating to *family violence*, disconnection, reconnection, pre- payment meters, information and communication, complaints and dispute resolution, reporting and service standard payments.

If *you* are a customer who consumes not more than 160 megawatt hours of electricity per annum, we will supply electricity to *you* under this *contract* in compliance with the *code of conduct*. Accordingly, where *you* are a customer who consumes not more than 160 megawatt hours of electricity per annum and this *contract* deal with a subject matter that is covered by the *code of conduct*, then we will act consistently with the relevant provisions of the *code of conduct*.

You can obtain more information about the *code of conduct* from *us* or the Economic Regulation Authority - [www.erawa.com.au](http://www.erawa.com.au).

**3 WHEN THE CONTRACT STARTS**

- (a) Subject to clause 3(b), the *contract* begins on the date and time *we* agree to supply electricity to *you* or at any earlier time when electricity is deemed by law to be supplied to *you* under this *contract*.
- (b) We may require *you* provide *us* with acceptable identification as a precondition to enter into this *contract*.

In this clause 3 “**acceptable identification**” has the meaning given in clause 22(1) of the *Electricity Industry (Customer Contracts) Regulations 2022* (WA).

**4 CHARGES AND REBATES**

**4.1 Standard price**

*You* must pay to *us* the *standard price* that applies to *you*.

**4.2 What are standard prices?**

There are two main types of *standard prices* available: residential prices and non-residential prices.

In addition, there are also different types of residential prices and non-residential prices. Some examples of these are the business price, community service price and the charitable accommodation price.

Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*.

For an explanation of the *standard prices* available and the eligibility conditions applying to those *standard prices*, please visit *our* website or call *us*.

If we change the *standard prices*, we will notify *you* of the changes in the *standard prices* by no later than *your* next bill.

#### **4.3 Which standard price do you pay?**

*Your* bill will show which *standard price* *you* are paying. Please advise *us* if *you* wish to choose a different *standard price* from the price appearing on *your* bill. If *you* meet the relevant eligibility conditions, we will change the *standard price* that applies to *you* to the *standard price* of *your* choice within 10 Business Days of *you* asking us to be supplied under a different *standard price* and demonstrating that *you* meet the relevant eligibility conditions.

The new *standard price* will be effective from the date that *your meter* was last read unless otherwise agreed between *you* and *us*. In some cases, we may need to adjust the *meter* at *your premises* or provide *you* with a new *meter* in order for *us* to provide *you* a different *standard price*. In that case, the new *standard price* will be effective when *your meter* is adjusted or *your new meter* has been installed by *us*. Please note that there may be a separate charge for *meter* adjustments and new *meters*. For an explanation of these charges, please visit *our* website or call *us*.

#### **4.4 Eligibility conditions on standard price**

It is *your* responsibility to assess if the *standard price* *you* are paying is appropriate for *your* circumstances based on eligibility conditions applicable to that *standard price*.

*You* must advise *us* as soon as possible if *you* no longer meet the eligibility conditions applying to the *standard price* that *you* currently pay.

If we discover that *you* are no longer eligible to receive the price that *you* currently pay, including because the *premises* are changed pursuant to clause 23.9(a), then we will advise *you* in writing of the new *standard price* that *you* must pay instead of the price that *you* currently pay.

If *you* are no longer eligible to receive a particular *standard price* because we no longer offer that *standard price* we will notify *you* on or before the date of the withdrawal and offer *you* an alternative *standard price*. In the event *you* do not nominate an alternative *standard price* then we can advise *you* in writing of the new *standard price* *you* must pay.

If *you* have been undercharged for *your* electricity supply because *you* were being charged at a *standard price* that *you* were not eligible to receive, then we can require *you* to pay to *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that we advise *you* of the new *standard price* or a longer period if the underpayment was directly attributable to *your* act or omission.

#### **4.5 Rebates**

If *you* are eligible for a *rebate* in accordance with any eligibility criteria published by us from time to time and *you* apply to *us*, we will provide that *rebate* to *you*. You can contact *us* if *you* have any queries about *your* rebate eligibility.

#### **4.6 Eligibility conditions on rebates**

If *you* are no longer eligible for a *rebate*, *you* must advise *us* as soon as possible.

If we discover that *you* are no longer eligible for a *rebate*, then we will advise *you* in writing that *you* will not be receiving any further *rebates*. We can also require *you* to pay to *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that we advise *you* that *you* will not receive the *rebate* or a longer period

if the underpayment was directly attributable to *your* failure to provide *us* with access to the meter.

#### **4.7 How we publish things**

**Where we are required to publish** a *standard price, concession, rebate* or other things (or any variation to any of them) in accordance with the terms of this *contract*, we will publish that thing on *our* website. We may also make that thing available for access on a designated online channel or mobile application. If *you* ask for a copy of this information, we will provide it to *you*.

### **5 HOW WE WILL CALCULATE YOUR ELECTRICITY USE**

#### **5.1 Basis of a bill**

Where a *meter* has been installed at *your premises* we use *meter* readings to prepare *your* bill. We will obtain or estimate metering data to prepare *your* bill consistent with clause 22 of the *code of conduct* (where applicable to *you*) and this *contract*. However, if we ask *you*, *you* can agree to read the *meter yourself* and provide *us* with the *meter* readings for billing purposes (subject to validation and clause 22 of the *code of conduct* (where applicable to *you*)). Where there is no *meter* installed at *your premises* we will bill you in accordance with energy data that is calculated in accordance with the metrology procedure, the *metering code* or any applicable law.

In any event and provided a *meter* has been installed at *your premises*, we will use our best endeavours to ensure that we obtain metering data for *your premises* as frequently as required to prepare bills and will ensure this occurs at least once every 12 months.

#### **5.2 Estimated bills**

If we cannot reasonably base a bill on *our* or *your* reading of the *meter*, or if required by the *code of conduct* (where applicable to *you*) we will provide *you* with an estimated bill in accordance with the *code of conduct* (where applicable to *you*) and we will inform *you* in the bill that the bill was estimated. If *your* bill is estimated *you* can contact *us* and we will tell *you* the basis of that estimation and the reason for the estimation. If we have provided *you* with an estimated bill and we subsequently obtain an actual *meter*, then *your* next bill will be adjusted to take account of that *meter* reading.

If we provide *you* with a bill based on an estimate because *you* failed to provide access to the *meter* and *you* later request *us* to replace *your* estimated bill with a bill based on an actual reading of *your meter*, we will use *our* best endeavours to do so if *you*:

- (a) pay *our* reasonable charge for reading the *meter*; and
- (b) provide due access to the *meter*.

#### **5.3 You can request a meter test**

*You* can ask *us* to test the *meter* to ensure that it is measuring accurately, and we will test the *meter* if *you* first pay to *us* a *meter* testing fee. If we find that the *meter* is measuring accurately, then we will keep the *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 also repair or replace the *meter* at no charge to *you* provided *you* have complied with clause 8.3 of this *contract*.

In this clause “accurately” means as accurately as the law requires the *meter* to measure.

### **6 BILLS**

#### **6.1 When we will bill you**

*We will bill you in accordance with the *billing cycle* that we set for our customers from time to time. As an indication (and subject to the *code of conduct* (where applicable to you)), our *billing cycle* is no less than once every 100 days, unless the *code of conduct* (where applicable to you) provides otherwise or you have agreed otherwise, except that you and we cannot agree to a regular recurrent period of the new billing cycle that exceeds 100 days.*

*We will:*

- (a) issue bills to the address nominated by you (which may include an email address); or
- (b) otherwise make bills accessible to you in accordance with any online channel or mobile application agreed between you and us but if we do this, we will also send a bill to you in accordance with clause 6.1(a) at no additional charge if you ask us.

#### **6.2 Paying your bill**

*You must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill.*

*We must accept your request to make a payment-in-advance in accordance with the *code of conduct*, however we will not be required to:*

- (a) accept any payment-in-advance from you that is less than \$20 or that is more than the maximum credit amount determined by us in accordance with the *code of conduct* (which will not be less than \$100); or
- (b) credit any interest to the amounts we receive as payments-in-advance.

*You can find out the range of payment options that you can choose from by referring to your bill, by visiting our website or by calling our customer service centre.*

#### **6.3 Payment assistance and protections relating to family violence**

- (a) If you are a *residential customer*, you may be entitled to certain assistance in relation to payments you are required to make under this *contract*, which we make available to all *residential customers* under our *payment assistance and hardship policy*. This may include additional time to pay a bill and a payment plan for the amount owing.
- (b) If you are having trouble paying your bills, please advise us. If you are a *residential customer* experiencing financial hardship, we will offer you payment assistance in accordance with the *code of conduct* (where applicable to you) and our *payment assistance and financial hardship policy*.
- (c) We will make an assessment of whether or not you are experiencing financial hardship within 5 *business days* of your request and, if you ask us, we must provide you with the result of our assessment under clause 6.3(a), including the reasons for the outcome of our assessment.
- (d) If you are a *business customer* having trouble paying your bills and you tell us, we will offer you assistance in accordance with the *code of conduct* (where applicable to you).
- (e) If you owe us money, you may request that we transfer the debt to another customer, we may transfer the debt to that person provided we obtain that person's *verifiable consent*.
- (f) If you are a *residential customer* and you or any person listed on your account is a *vulnerable customer* affected by family violence, please advise us. We are here to support you and there are certain things we will do in order to assist, in accordance with the *code of conduct* and our *family violence policy* (for example, we cannot disconnect you for a period of 9 months except in limited circumstances and we must also consider the impact of any applicable debt collection activities on the *vulnerable customer*).

#### **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:
- (1) send a *disconnection warning* to you; and
  - (2) subject to complying with the *code of conduct* (where applicable to you), charge you a fee for each overdue account notice we send to you; and
  - (3) charge you interest on any amount you have not paid; and
  - (4) disconnect your electricity supply; and
  - (5) subject to us complying with clause 6.6, shorten your *billing cycle*.
- (b) If you do not pay the total amount payable for any bill after we send a *disconnection warning* to you, then we may, subject to us complying with clause 39 of the *code of conduct* (where applicable to you):
- (1) refer your debt to a debt collection agency for collection and if we do so, you must pay any costs that we incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees); and /or
  - (2) recover your debt in any court of competent jurisdiction as a debt due to us.
- (c) If you pay a bill and the payment is dishonoured or reversed and, as a result, we have to pay fees to any other person, you must reimburse us for those fees.
- If your account remains overdue for more than 60 days, we may give information about you to a credit reporting body. This information will allow the credit reporting body to create or maintain a credit information file containing information about you. The information that we disclose about you to a credit reporting body may include any of the following:
- (i) Identification information including your name, sex, address (and your previous two addresses), date of birth, name of employer and drivers licence number;
  - (ii) Amounts over \$200 that are overdue by more than 60 days and for which debt collection action has started;
  - (iii) Advice that your payments are no longer overdue in respect of any default that has been listed;
  - (iv) Information that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
  - (v) Dishonoured cheques – cheques drawn by you for \$150 or more which have been dishonoured more than once.

This information may be given before, during or after the supply of services to you.

#### **6.5 Billing data**

If you consume less than 50 MWh of electricity per annum, we will give you your billing data for the *premises* upon request. Unless we are required by law to provide this billing data to you free of charge, you must pay us a reasonable fee before we provide the data to you. For example, this information will be free of charge:

- (a) for the first request that you make in a year if the data requested is for a

- period less than the last 2 years, or
- (b) if you request the billing data in relation to a dispute with us.

If you have registered for our online services, you may be able to access this information directly from our website at no cost.

#### 6.6 Shortened billing cycles

- (a) A shortened billing cycle is a billing cycle that is shorter than our standard billing cycle applicable to you under this contract.
- (b) If we have a right to shorten your *billing cycle*, we can only do that if:
- (1) you are not experiencing *financial hardship*;
  - (2) we have given you a *reminder notice* in relation to 3 consecutive bills;
  - (3) before the third *reminder notice* was given to you, we gave you a notice consistent with clause 20(2)(c) of the *code of conduct*.
- (c) If we place you on a shortened *billing cycle*, we must within 10 *business days* after placing you on a shortened billing cycle give you notice that:
- (1) you have been placed on a shortened *billing cycle*;
  - (2) you must pay 3 consecutive bills by the due date shown on each bill to return to your former *billing cycle*; and
  - (3) failure to make payment may result in arrangements being made for disconnection of the supply of electricity.

### 7 REVIEWING YOUR BILL

#### 7.1 Reviewing a bill

If you have a query about your bill and you ask us to review the bill, then we will review it.

In the meantime, you must pay to us the balance of the bill that is not being queried or an amount equal to the average amount of your bills at the *premises* over the previous 12 months (excluding the bill that you are querying), whichever is less. If you have any other bills that are due, then you must also pay those bills by the due dates. If in accordance with clause 27(1) of the *code of conduct* (where applicable to you) you request us to review your bill, then we will review your bill and inform you of the outcome of the review as soon as we can and no later than 20 *business days* from the date we are taken to receive your request for us to review your bill.

If after a review of your bill:

- (a) we are satisfied the bill is correct, we:
  - (1) may require you to pay the unpaid amount; and
  - (2) will advise you that you can ask us to arrange a *meter test*; and
  - (3) will advise you of our *customer complaints policy* and any external complaints handling processes; or
- (b) we are satisfied the bill is incorrect, we will adjust the bill for any undercharging or overcharging (clause 7.2 explains how we do this).

#### 7.2 Undercharging and overcharging

- (a) If we undercharge you for any reason, we can require you to make a correcting payment. However, if you are a customer who consumes not more than 160 megawatt hours of electricity per annum and we:
  - (1) undercharge you; or

- (2) are required to adjust the bill in accordance with the *code of conduct*,
- we will:*
- (3) only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that *we advise you that you have been undercharged*, which must be no later than the next bill after *we become aware of the charging*;
  - (4) provide an explanation of the basis on which the undercharging amount was calculated;
  - (5) not charge *you* interest on the amount of the undercharge or a fee for late payment unless *you* fail to pay the amount by the due date and do not enter into a payment plan agreed with *us* for that amount and in that case we may do either but not both of these things; and
  - (6) if *you* are a *residential customer*, offer *you* the option to pay the correcting payment by instalments.
- (b) If clause 7.2(a) applies to *you and we* undercharge *you and we* were denied access to the *meter* at the *premises* for more than 12 months, then the 12 month time limitation in clause 7.2(a)(3) does not apply.
- (c) If *you* are a customer who consumes more than 160 megawatt hours of electricity per annum, then *we* can recover the amount of any undercharge subject to and in accordance with applicable laws.
- (d) If *we overcharge you* due to an error, defect or default for which *we* are responsible (including where the *meter* has been found to be defective not due to *your* breach of this *contract*), then, in accordance with the *code of conduct* (where applicable to *you*) and subject to clause 22, *we* will notify *you* and seek *your* instructions as to whether to credit the overcharged amount to *your* account or have the overcharged amount repaid to *you*. If the amount of the overcharge is less than \$100, or if *we* do not hear from *you* in relation to *your* preferences for crediting or repayment within 5 *business days* of making the request, *we* may credit the amount to *your* next bill instead of having the amount repaid to *you*. The 12-month limit referred to in clause 7.2(a) does not apply to amounts that *we* have overcharged *you*.
- (e) If *we overcharge you and you owe us a debt*, *we* may after providing written notice to *you*, use the amount *you* have been overcharged to set off the debt *you owe us* provided that *you* are not experiencing *payment difficulties* or *financial hardship*. If, after the set off, there remains an amount of credit to *you*, *we* will deal with it in accordance with clause 7.2(c).

## 8 ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

### 8.1 Electricity supply equipment

The *electricity supply equipment* remains *our* property at all times and *we* are responsible for installing and maintaining the *electricity supply equipment*.

*You* must not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that interferes with, damage or bypass that equipment. *You* must ensure, and take all necessary actions to ensure, that any other person does not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that interferes, damages or bypasses that *electricity supply equipment*.

*"electricity supply equipment"* means the *meter (if any)* for the *premises* and all wiring,

apparatus and other equipment or works located upstream from the point that electricity leaves that *meter* or, if there is no *meter* for the *premises*, upstream from the *connection point* for the *premises* and which are used by *us* for, or in connection with, the supply of electricity and any wiring, apparatus or other equipment or works belonging to *us* located downstream of the point that electricity leaves the *meter* for the *premises* or, if there is no *meter* for the *premises*, downstream of the *connection point* for the *premises* which are used by *us* for, or in connection with, the supply of electricity.

## 8.2 Your equipment

*You* are responsible for keeping *your equipment* in good working order and condition.

“*your equipment*” means all wiring, apparatus and other equipment or works located at the *premises* which are used for, or in connection with, the supply or consumption of electricity, except any *electricity supply equipment*.

## 8.3 Prohibited activity

(a) *You* must not:

- (1) tamper with, bypass, circumvent or otherwise interfere with the electricity supply equipment, or do anything that will prevent *us* from accessing the electricity supply equipment;
  - (2) use electricity in a way that interferes with the supply of electricity to anyone else;
  - (3) use electricity in a way that interferes with the supply of electricity by *us* to *you*;
  - (4) use electricity in a way that causes loss to *us* or anyone else;
  - (5) contravene any applicable laws in relation to the use of electricity, use or operation of the *electricity supply equipment* or use or operation of *your equipment*; or
  - (6) use a connection point to transfer electricity into the electricity network without *our* prior written consent.
- (b) *You* must ensure that any other person does not do any of the things listed in clause 8.3(a) of this *contract*.
- (c) You must immediately notify *us* on becoming aware of any behaviour or circumstances which is suspected to or may reasonably be expected to contravene clauses 8.3(a) and 8.3(b) of this contract.
- (d) In the event *you* or someone else tampers with, bypasses, circumvents or otherwise interferes with the *electricity supply equipment* then *you* will be responsible for any loss to *us*.

## 9 MOVING PREMISES

### 9.1 New electricity connection

If *you* move into the *premises*, or the *premises* under this *contract* is changed pursuant to clause 23.9(a) of this *contract*, and it does not already have an existing electricity connection, then we will sell *you* electricity from the day that we connect the *premises* to the network and energise the *premises*.

## **9.2 Existing electricity connection**

If you move into the *premises*, or the *premises* under this *contract* is changed pursuant to clause 23.9(a) of this *contract*, and it has an existing electricity connection, then we will charge you for electricity supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless you read the *meter* and advise us of the *meter* reading within 3 *business days* of the day that you move in. If a final *meter* reading was not taken, we will estimate the amount of electricity used by the previous occupant (having regard to seasonal consumption patterns of the previous occupant or a similar class of customer supplied by us), so we do not overcharge or undercharge you.

## **9.3 Moving out**

- (a) If you move out of a *premises* and no longer wish to obtain an electricity supply at that *premises*, you must notify us:
  - (1) of the date of your departure from the *premises* at least 3 *business days* before you move out.
  - (2) of an address where the final bill for the supply of electricity at those *premises* can be sent, unless you and we otherwise agree.
- (b) If you notify us as described in clause 9.3(a), and you move out of the *premises* at the time specified in your notice, then we will arrange a final *meter* reading on the day that you move out of the *premises* and issue a final bill to you for electricity consumed at those *premises* and other charges relating to your supply at those *premises* (including, for example, supply charges) up to the day you move out of those *premises*.
- (c) If you have demonstrated to us that you were evicted from those *premises* or were otherwise required to vacate those *premises*, we will not require you to pay for electricity consumed at those *premises* from whichever is the later of, the date you vacate those *premises* and the date that you notify us of the following:
  - (1) the date that you vacated or intend to vacate those *premises*; and
  - (2) a forwarding address to which a final bill for the supply of electricity at those *premises* may be sent.However, we may still charge you for other charges relating to your supply at those *premises* (including, for example, supply charges and our reasonable charges for reading the *meter*).
- (d) If you move out of those *premises* and no longer wish to obtain an electricity supply at those *premises*, and you have not notified us of that and of an address where a final bill for the supply of electricity at those *premises* can be sent, at least 3 *business days* before you move out, then, subject to any applicable laws, we may require you to pay for our reasonable charges for reading the *meter* and for electricity consumed at those *premises* for up to a maximum of 5 days after you do notify us that you have moved out of those *premises*.
- (e) If you move out of the *premises* and no longer wish to obtain an electricity supply at those *premises* and you have given us at least 3 *business days* notice of the time of your departure from those *premises* and of an address where a final bill for the supply of electricity at those *premises* can be sent before you move out, then (despite the notice requirements in clause 9.3(a)) we may require you to pay for our reasonable charges

for reading the *meter* and for the electricity consumed at those *premises* only up to the day *you* move out of those *premises*.

- (f) If *your* account is in credit after *you* have paid *us* all amounts payable under clause 9.3(b), (c), (d) or (e), and you validly terminate this *contract*, then *you* can choose to have *us* credit *your* new account with this amount or repay the amount to *you* (if applicable).

## 10 ACCESS TO THE PREMISES

- (a) *You* must let *us* or persons nominated by *us* have safe and unrestricted access to the *premises* when *we* need it and without having to give *you* notice, at all reasonable times and at any time in an *emergency*, for the purposes of the performance of our functions in relation to the supply of energy to *you*, including access for us:
- (1) to read the *meter*; or
  - (2) to inspect or work on the *electricity supply equipment*; or
  - (3) to disconnect *your* electricity supply; or
  - (4) to inspect or work on *your equipment*; or
  - (5) 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 show his or her identification to *you* if *you* ask to see it.
- (c) If *you* do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading, *we* may request *you* to read the *meter* and provide the *meter* reading to *us*. If *we* make that request then *you* must read the *meter* and provide the *meter* reading to *us* within the timeframe specified in *our* request. This does not prejudice *our* rights and remedies in respect of *your* breach of clause 10(a)(1).

## 11 PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

### 11.1 Eligibility conditions on life support

*You* must advise *us* if *you* or a person residing at the *premises* is dependent on *life support equipment* and give *us* written confirmation from an appropriately qualified medical practitioner that the person requires *life support equipment* at the *premises*.

*You* must advise *us* as soon as possible if *you* or a person residing at the *premises* who is dependent on *life support equipment*:

- (a) no longer requires *life support equipment* at the *premises*;
- (b) changes their contact details or *premises*; or
- (c) changes their *life support equipment*.

If *you* advise *us* that the person no longer requires *life support equipment* we can de-register the *premises* as a *life support equipment address*.

### 11.2 Periodic confirmation of life support equipment requirements

If the *premises* is registered as a *life support equipment address*, *we* may in accordance with the *code of conduct* by notice require confirmation:

- (a) from *you* that a person residing at the *premises* continues to require *life support equipment*, except that *we* must send the notice no earlier than 3 months prior and no later than 3 months following the anniversary of the registration of the *life support*

*equipment address;*

- (b) in writing from an appropriately qualified medical practitioner that the person continues to require *life support equipment* at the *premises*.

### **11.3 Interruptions**

If you have advised us (or we are otherwise aware) that you or a person residing at the *premises* is dependent on *life support equipment*, then we will not disconnect the *premises* for failure to pay a bill while the person requiring *life support equipment* continues to reside there or make any planned interruption to the electricity supply at the *premises* without giving you at least 3 *business days*' written notice. However, in an *emergency*, we can interrupt your electricity supply without giving you prior notice.

It is therefore very important that you make suitable alternative arrangements (for example a back-up supply or alternative power source) to address the needs of any person residing at the *premises* who is dependent on *life support equipment*.

### **11.4 Disconnections**

If you have advised us (or we are otherwise aware) that you or a person residing at the *premises* is dependent on *life support equipment*, then consistent with the *code of conduct* (where applicable to you) we cannot arrange to disconnect your electricity supply because you fail to pay us a bill by the due date while the person requiring *life support equipment* continues to reside at the *premises*.

### **11.5 De-registration as a life support equipment address**

- (a) If you have advised us that you or a person residing at the *premises* is no longer dependent on *life support equipment* then we will de-register the *premises* as a *life support equipment address*, provided that we are not aware that any other person residing at the *premises* still requires *life support equipment*.
- (b) If you fail to provide confirmation required in response to a notice given to you under clause 11.2 within 3 months of receipt of that notice, we must de-register your *premises* as a *life support equipment address* but:
- (1) only after we have on at least 2 occasions at least 10 *business days* apart taken reasonable steps to contact you and warn you that the *premises* may be de-registered as a *life support equipment address* and you have still not provided the required confirmation;
  - (2) provided that we are not aware that any other person residing at the *premises* still requires *life support equipment*.

## **12 INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY**

### **12.1 Emergency and other reasons**

We can interrupt or disconnect your electricity supply at any time without notice to you in an *emergency*, if we are permitted or required by law or if Western Power Networks requires us to do so. We will use our best endeavours to turn your electricity on again as soon as reasonably practicable once it is safe to do so.

If we disconnect your electricity supply because that *emergency* was caused or substantially contributed to by you or anyone under your care, custody or control or who was present at the *premises* with your permission, then we can charge you a fee for disconnecting your electricity supply and we can also charge you a fee for reconnecting your electricity supply. We will reconnect your electricity supply when you ask us to do so and we are satisfied that the *emergency* no longer exists, and it is otherwise safe to reconnect your electricity supply.

### **12.2 Planned work on distribution system**

*We can interrupt or disconnect your electricity supply at any time if we or Western Power Networks needs to carry out planned work on a distribution system. We will reconnect your electricity supply as soon as practicable following the end of the planned work and it is otherwise safe to reconnect your electricity supply.*

**12.3 Events beyond your control**

If an *event beyond your control* occurs and prevents *you* performing any of *your* obligations under this *contract* to any extent, *you* must tell *us* as soon as reasonably practicable, and *you* are then not required to perform that obligation to the extent and for as long as *you* are prevented by that *event beyond your control*. However, *you* must pay *your* bill by the due date shown on the bill or pay a security deposit in accordance with *your* obligations under this *contract*, even if an *event beyond your control* occurs.

**12.4 Events beyond our control**

If an *event beyond our control* occurs and prevents *us* performing any of *our* obligations under this *contract*, then *we* are not required to perform that obligation to the extent and for as long as *we* are prevented by that *event beyond our control*. If such an *event beyond our control* occurs and *we* consider it appropriate to do so, *we*

may notify *you* of the event beyond our control by any reasonable means, including by a public announcement (for example, on television, radio or in a newspaper).

#### **12.5 Disconnection due to your actions**

We can disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable laws, including the *code of conduct*, if:

- (a) subject to clause 11.2 of this *contract* you fail to pay a bill in full by the due date shown on the bill; or
- (b) *you* do not give *us* safe and unrestricted access to the *premises* or the *meter* at the *premises*; or
- (c) there has been unlawful or unauthorised use or supply of electricity at the *premises* or any other *premises*; or
- (d) *you* fail to keep *your equipment* in good working order or condition; or
- (e) *you* get electricity supplied to the *premises* in breach of this *contract*; or
- (f) *you* commit a substantial breach of any of *your* obligations under this *contract*, including an obligation to pay *us* a security deposit; or
- (g) without limiting any of the above paragraphs, *you* breach any of *your* obligations under this *contract* where that breach is capable of remedy and *you* fail to remedy the breach within 10 *business days* of *us* requesting *you* to do so.

#### **12.6 Things we must do before disconnecting your electricity supply**

If we wish to disconnect *your* electricity supply because *you* fail to pay a bill within the meaning of clause 48 of the *code of conduct*, we will (subject to the *code of conduct* (where applicable to *you*)):

- (a) give *you* a *reminder notice* not less than 15 *business days* from the date that *we* sent *you* the bill; and
- (b) use *our* best endeavours to contact *you* to advise of the proposed disconnection; and
- (c) if *you* still have not paid *us* after the *reminder notice*, then give *you* a *disconnection warning* not less than 20 *business days* from the date that *we* sent *you* the bill, advising *you* that *we* may disconnect *you* on or after a day that is at least 5 *business days* after the date *you* are deemed to receive the *disconnection warning*; and
- (d) not disconnect *you*:
  - (1) until at least 1 *business day* after the date that *we* say *we* may disconnect *your* electricity supply in the *disconnection warning*;
  - (2) if *you* are adhering to obligations to make payments under an agreed payment plan or arrangement relating to the payment of the bill; or
  - (3) if *you* are a *residential customer*, the outstanding amount is less than \$300 and *you* agree to pay the outstanding amount; or
  - (4) *you* inform *us*, or *we* are otherwise aware that *you* have applied for a *concession* and the decision on the application has not been made;
  - (5) if the amount *you* fail to pay does not relate to the supply of electricity; or
  - (6) if the bill does not relate to the supply address, other than if the bill relates to a supply address *you* previously occupied.

If we wish to disconnect *your* electricity supply because *you* fail to give *us* access to the *meter* at the *premises*, we will:

- (e) if the purpose of access is to read the meter, only disconnect *you* if *you* deny access for at least 9 consecutive months and comply with clause 12.6(g); or
- (f) if the purpose of access is for testing, maintaining, inspecting, altering or replacing a *meter* or checking the accuracy of consumption at the *premises*, disconnect *you* subject to clause 12.6(g); and
- (g) give *you* at least a 5 *business days'* written notice:
  - (1) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
  - (2) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
  - (3) advising *you* of our ability to arrange disconnection if *you* fail to provide access to the *meter*; and
- (h) use *our* best endeavours to contact *you*; and
- (i) give *you* an opportunity to offer reasonable alternative access arrangements; and
- (j) if *you* still have not given *us* access, give *you* a *disconnection warning* advising *you* that *we* will disconnect *you* on a day that is at least 5 *business days* from the day *you* are deemed to receive the *disconnection warning*.

Unless:

- (k) *you* have requested *us* to disconnect *your* electricity supply;
- (l) *we* are required to disconnect *your* electricity supply due to an emergency;
- (m) there is a health or safety reason warranting disconnection; or
- (n) electricity has been illegally consumed at the *premises*,

*we* will not arrange for disconnection:

- (o) if a *vulnerable customer* resides at the *premises*, during the period commencing on the date *we* became aware that a *vulnerable customer* resides at the *premises* and ending on the earlier of 9 months thereafter or the date the *vulnerable customer* ceases residing at the *premises*; and
- (p) if *you* have made a complaint directly related to the reason for disconnection to *us*, the *electricity industry ombudsman* or another external dispute resolution body and that complaint has not been resolved;
- (q) the *premises* is a *life support equipment address*;
- (r) after 3.00 pm Monday to Thursday;
- (s) after 12.00 noon on a Friday; or
- (t) on a Saturday, Sunday, public holiday or on the *business day* before a public holiday except where *we* have arranged for a planned interruption under clause 12.2,

unless

- (u) *you* are a *business customer*; and
- (v) *your* normal trading hours fall within the time frames set out in paragraphs (q), (r) or (s) and do not fall within any other time period; and
- (w) it is not practicable for *us* to arrange for disconnection at any other time.

## 12.7 Reconnection of electricity supply

If *your* electricity supply is disconnected under clause 12.5, then *we* will reconnect *your* electricity supply when *you* ask *us* to reconnect *your* electricity supply and *we*

are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

For example, the circumstance giving rise to the disconnection may no longer exist because *you* provide access to the *premises* and the *meter* at the *premises* or we are reasonably satisfied that *you* cannot continue to obtain *your* electricity in the unauthorised way and *you* have paid all amounts owing to *us* under this *contract* (or agreed with *us* an arrangement to pay them).

Before *we* reconnect *your* electricity supply under this clause 12.7, *you* must pay *us*:

- (a) any security deposit required by us (in whole or in part), subject to our legal obligations; and
- (b) all reasonable costs *we* incur in disconnecting *your* electricity supply; and
- (c) a fee for reconnecting *your* electricity supply under this clause 12.7 or accept an instalment plan for *our* fee for reconnecting *your* electricity supply under this clause 12.7; and
- (d) for all electricity that *you* used (or which *we* estimate that *you* used) and have not paid for (except to the extent *you* have agreed *our* offer for *you* to repay the debt via an instalment plan or other payment arrangement).

If *we* are obliged to reconnect *your* electricity and *you* ask *us* to reconnect *your* electricity at a time:

- (a) before 3.00pm on a *business day*, then *we* will forward *your* request to *our* networks operations personnel on that day; and
- (b) on or after 3.00pm on a *business day* or on a day that is not a *business day*, then *we* will forward *your* request to *our* networks operations personnel no later than 3.00pm on the next *business day*.

## **12.8 Consequences of disconnecting your electricity supply**

If *we* disconnect *your* electricity supply at *our* request under clause 12.5, then:

- (a) *we* can remove or physically disconnect the *meter* at the same time that the supply of electricity to *you* is disconnected, or at a later time; and
- (b) *we* can charge *you* a fee for removing or physically disconnecting the *meter* and replacing or physically reconnecting the *meter*; and
- (c) *you* must not reconnect the electricity supply.

## **12.9 Reporting illegal use**

If *we* think *you* or someone at the *premises* have used, or are obtaining, electricity illegally, then *we* can advise the Director of Energy Safety and the Police (as appropriate) and give them any information that *we* have in relation to *your* electricity use.

# **13 ELECTRICITY SUPPLY**

## **13.1 The nature of the electricity supplied to you**

In order to sell electricity to *you* *we* deliver the electricity through *our* electricity network, which includes the acquisition of electricity from the electricity network operated by *Western Power Networks*.

*We* cannot control the way in which *Western Power Networks* operates its electricity network. For example, *we* cannot control the quality, frequency or continuity of electricity being supplied to *our* electricity network from the *Western Power Networks* electricity network and this may have impacts on the quality of electricity supplied through *our* electricity network.

As a result, despite *us* taking reasonable endeavours to maintain a secure electricity supply to *you*, the electricity supplied to *you*:

- (a) may not be free from interruptions or fluctuations and may fluctuate in quality from time to time;
- (b) will be of the quality of electricity contained in the *Western Power Network* electricity network; and
- (c) may not suit *your* specific needs if, for example, *you* have specific goods or equipment at *your* premises that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality.

There are things *you* can do to minimise the impact of these interruptions, fluctuations and other supply limitations so that *you* can protect *your* property and interests.

For example, in the case of an unexpected, prolonged power outage affecting *your* refrigerator/freezer contents, *you* may be reasonably able to minimise *your* loss (depending on the circumstances) by asking a friend/neighbour if *you* can use their refrigerator/freezer (if they are not affected by the outage) or by obtaining bagged ice from *your* local service station or other outlet. If those or similar options would not be reasonably available to *you* in that situation, then *you* should consider if the value of the contents of *your* refrigerator/freezer (such as important medicines or expensive foods, wines or other produce) means they are worth protection by some other, possibly more substantial and reliable means that *you* could reasonably put in place (such as a back-up power supply).

*You* are best placed to know *your* particular needs and how best to protect them. So, if *you* do have particular needs or specific goods or equipment that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality, then *you* should take reasonable care to ensure *you*:

- (d) address *your* particular needs, including making suitable alternative arrangements (for example, a back-up supply or alternative power source);
- (e) protect persons, property, goods and equipment at the *premises* from any loss, harm or damage that arises if the electricity supplied to *you* is not free from interruptions or fluctuations in supply or fluctuations in quality (for example, installing surge protection devices for sensitive equipment); and
- (f) otherwise do what *you* reasonably can to mitigate *your* loss arising from any interruptions or fluctuations in supply or fluctuations in quality.

Further, as electricity is by its nature inherently dangerous (including risks of fire and electrocution) *you* must take care in relation to *your* use and treatment of electricity supplied. *You* must only use electricity with appropriate wiring, fittings, appliances and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed electrician. For more information on electricity safety please contact Building and Energy – Department of Mines, Industry Regulation and Safety.

## 14 LIABILITY

### 14.1 Protected rights

- (a) If *you* are a *Consumer*, we may be taken to have given *you* certain consumer guarantees under the *Australian Consumer Law* about the supply of goods (including electricity) or services (if any) to *you*. If we fail to comply with those consumer guarantees, then *you* may have rights against *us* under the *Australian Consumer Law* that *we* are prohibited by law from excluding, restricting or modifying.

However, where any electricity or other goods or services (if any) supplied under this

*contract* are not of a kind ordinarily acquired for personal, domestic or household use or consumption, *our* liability for breach of any consumer guarantee applicable to *our* supply of those goods or, if applicable, services under the *Australian Consumer Law*, is (to the extent permitted by the *Australian Consumer Law*) limited to any one or more of the following, as determined by *us*:

- (i) the supply of equivalent goods or, as applicable, the supply of the services again;
  - (ii) the payment of the cost of acquiring equivalent goods or, as applicable, of having the services supplied again.
- (b) Nothing in this *contract* is to be taken to exclude, restrict or modify *Your Protected Rights* if and to the extent that *we* are prohibited by law from excluding, restricting or modifying them. This applies whether or not you are a *Consumer*.
- (c) This clause 14.1 takes precedence over every other provision of this *contract* and applies despite any other provision of this *contract* to the contrary. If another provision of this *contract* has (or, but for this clause 14.1(c), would have) an effect that is inconsistent and conflicts with clause 14.1, then this clause 14.1 overrides that other provision and that other provision will not apply where and to the extent it is inconsistent and conflicts with clause 14.1.

#### **14.2 Other liability limitations**

##### **(a) Protected rights have priority**

*Your Protected Rights* are not excluded, restricted or modified by this clause 14.2, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

##### **(b) All customers – general exclusion of implied warranties etc.**

Unless this *contract* expressly provides otherwise, all conditions, warranties and guarantees *you* may have at any time in relation to this *contract* (including without limitation any rights of recovery or to compensation) however arising, are, to the maximum extent permitted by law, excluded. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

##### **(c) All customers - general exclusion of our Supply Related Liability**

*We* supply electricity and operate *our* electricity network, but *we* do not own or operate the *Western Power Networks* electricity network. The quality, security and reliability of supply on *our* electricity network is substantially affected by the quality, security and reliability of supply on the *Western Power Networks* electricity network. Unless otherwise expressly provided in this *contract* (such as, in clause 14.2(e)), in no event are *we* liable to *you* for any *Supply Related Liability*. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

*You* may also be eligible for a service standard payment from *us* in certain circumstances under the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 or the *code of conduct*. *You* can obtain more information about this payment by contacting *us*.

##### **(d) All customers – our statutory liability limitations still apply**

To the extent we are liable to *you* for any loss or damage under this *contract*, that liability is limited to the fullest extent permitted under law, as if *we* were an “energy operator” under the *Energy Operators (Powers) Act 1979* (WA). However, please note clause 14.2(a) which relates to *Your Protected Rights*.

##### **(e) Residential customers – additional limitations of our liability**

If *you* are a *residential customer* or *you* are a person who consumes 50MWh of

electricity per annum across all supply addresses in Western Australia, then to the fullest extent permitted by law we will not be liable to *you* for any loss, damage or liability (including any *excluded loss* and any *Supply Related Liability*) arising for any

reason under or in relation to this *contract*. However, that limitation does not apply to any *direct loss* (**including** any *direct loss* that is *Supply Related Liability*) *you* suffer or incur to the extent it is caused by *our* negligence. In no event are *we* liable to *you* for any *excluded loss*. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

(f) **Non-residential – additional limitations of *our* liability**

If *you* are a person who consumes 50MWh of electricity per annum across all supply addresses in Western Australia and not a *residential customer*, then to the fullest extent permitted by law *we* will not be liable to *you* for any loss, damage or liability (including any *excluded loss* and any *Supply Related Liability*) arising for any reason under or in relation to this *contract*. However, that limitation does not apply to any *direct loss* (**other than** any *direct loss* that is *Supply Related Liability*) *you* suffer or incur to the extent it is caused by *our* negligence. In no event are *we* liable to *you* for any *excluded loss*. However, please note clause 14.2(a) which relates to *Your Protected Rights*.

(g) **All customers - *our* liability limitations are cumulative**

Each of the limitations of *our* liability in this clause 14.2 applies in addition to each and every other relevant limitation of *our* liability, whether provided in this *contract*, at law or otherwise.

**14.3 Indemnity**

(a) **Protected rights have priority**

*Your Protected Rights* are not excluded, restricted or modified by this clause 14.3, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

(b) **Indemnity**

*You* must indemnify *us* fully against all and any loss, damage or liability of any kind caused by, consequent upon, or arising out of any acts or omissions on *your* part in relation to:

- (i) *your* breach of any term of this *contract*;
- (ii) *your* breach of any applicable laws; or
- (iii) *your* negligence, fraud, theft or other wrongful act or omission,

but only to the extent that such loss or damage was reasonably foreseeable as a possible consequence of *your* breach, negligence, fraud, theft or other wrongful act or omission, and that doing so would not be inconsistent and conflict with clause 14.1.

This indemnity is without prejudice to any other right or remedy *we* have and survives termination of this *contract*.

**14.4 Land Developer liability**

*You* acknowledge and agree that DevelopmentWA has no liability to *you* for any loss, damage or liability (including *excluded loss* and *Supply Related Liability*) arising out of or in relation to:

- (i) this *contract*, including any breach of this *contract* or breach of any representation or warranty given by a person in connection with this *contract*;
- (ii) *our* electricity network or any generation or battery storage equipment operated by *us* that is electrically connected to *our* electricity network;
- (iii) any act or omission of *us* or any of our *permitted persons*;
- (iv) the installation, maintenance, operation, performance, non-performance or removal

- of any generating plant owned or operated by *us* or any of our *permitted persons*;
- (v) the injury, death or illness of any person sustained when on, using, entering or near the *premises*, any area on which *our* electricity network or generating plant is located; and
- (vi) any work carried out by or on behalf of *us* or *our permitted persons*.

*You* and *we* each acknowledge and agree that this clause 14.4 is for the benefit of and is enforceable against *you* by DevelopmentWA in accordance with section 11 of the *Property Law Act 1969* (WA).

#### **14.5 Indemnity in relation to DevelopmentWA claims**

*You* indemnify *us* and agree to keep indemnified *us* and *our permitted persons* from and against all loss, damage or liability (including any *excluded loss* and any *Supply Related Liability*) that is incurred, suffered or accrued, or claims brought or made against *us* or *our permitted persons* by DevelopmentWA, which arises out of or in relation to any claim brought by *you*, or any of *your permitted persons*.

#### **14.6 Legitimate interests**

*You* agree that the terms of this clause 14 (including those that exclude, restrict or modify *our* liability) are reasonably necessary to protect *our* legitimate interests, including in the circumstances and for the reasons outlined in clause 13 and by appropriating risks so as to help minimise *our* charges for electricity for all *our* customers.

### **15 CONFIDENTIALITY OF YOUR INFORMATION**

- (a) Unless *we* are permitted to do otherwise under this *contract*, *we* will use and otherwise deal with *your* information and keep it confidential, subject to and consistent with *our privacy policy*. In particular, but without limiting the above, *we* will keep *your* information confidential unless:
  - (i) *we have your prior written consent*; or
  - (ii) the law (including applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to disclose it; or
  - (iii) *we need to use the information for our regulatory reporting or compliance, or in any legal or regulatory proceedings*; or
  - (iv) the information is already in the public domain; or
  - (v) *we believe you have obtained or used electricity illegally or in an unsafe manner and, as a result, we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety or the Police (as appropriate)*; or
  - (vi) *we use the information for business purposes, provided that we will only do so subject to applicable laws and, if you are an individual purchasing electricity for a private purpose, then we will only do so to the extent such use:*
    - (A) does not cause a significant imbalance of the parties' rights and obligations arising under this *contract*; or
    - (B) is reasonably necessary in order to protect *our* legitimate interests from time to time; or
    - (C) does not cause *you* detriment (whether financial or otherwise); or
    - (D) is otherwise permitted under any of paragraphs (i) to (v) of this clause (both inclusive).
- (b) *We will ensure our privacy policy is consistent with applicable privacy laws. A copy of*

*our privacy policy* is available on *our website* (TBA).

- (c) You agree to the above arrangements, including to the terms of our *privacy policy* and any use or disclosure of *your information* which is required or permitted by this *contract*, our *privacy policy*, applicable privacy laws or any other law.

## 16 COMPLAINTS

If you wish to raise a complaint concerning *our performance* of *your electricity supply*, we encourage you to contact us to discuss the issue. We will manage and consider *your complaint* consistently with our *customer complaints policy* which complies with Australian Standard AS/NZS 100002:2014 in relation to complaint handling and in accordance with the *code of conduct*.

If you are not satisfied with how *your complaint* is being managed you may have the complaint considered by a senior member of staff. If you are not satisfied with *our response* to *your complaint* (including *our decision* and *reasons for our decision*) you may request *our response* and *reasons* in writing. Should you remain dissatisfied with *our response*, you may raise the complaint with the *electricity industry ombudsman*, whose contact details can be found in our *customer complaints policy*.

## 17 INFORMATION

### 17.1 We will provide you with information

If you wish to obtain further information about the *contract* or the supply of electricity, please contact us. If you request it, we will provide you with or make available to you in accordance with the *code of conduct* (where applicable to you):

- (a) information on the *standard price* and *our other fees and charges* within 8 business days of the date of receipt of *your request* (where “date of receipt” has the meaning given to that term in the *code of conduct*); and
- (b) general information on energy efficiency, including how you may arrange for an energy efficiency audit of the *premises* and the typical running costs of major domestic appliances; and
- (c) information on the distribution of electricity; and
- (d) information on the types of *concessions* available to you;
- (e) information about the availability and different types of meters; and
- (f) any other information we said we would provide you in this *contract*.

Unless we are legally required to provide the information free of charge, we will charge you a reasonable fee.

### 17.2 You must provide us with information

- (a) You must provide us with information we reasonably require for the purposes of this *contract* and you acknowledge that any failure to provide us with such information may affect our ability to supply electricity to you under this *contract*. For example without limitation, we may need personal details necessary to establish your identity or a *concession* on your account, determine tariff eligibility or verify that *life support equipment* is required at your *premises*. All information must be correct, and you must not mislead or misrepresent the information you provide to us. We have rights if information you provide is incorrect, misleading or deceptive.
- (b) In accordance with applicable laws we may disclose information to state and federal government agencies, regulatory authorities or agencies with statutory

functions for the purposes related to this *contract*. Such information includes but is not limited to *your personal details relating to concessions or life support equipment*.

### **17.3 Change of information**

*You* must tell *us* as soon as possible if information *you* have provided to *us* changes. For example without limitation, *you* must advise *us* if:

- (a) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
- (b) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
- (c) *you* become aware of any problem with the *electricity supply equipment* which is at, or reasonably close to, the *premises*; or
- (d) *you* are moving *premises* and would like to amend the *premises* under this *contract* pursuant to clause 23.9(b) of this *contract*.

## **18 ENDING THE CONTRACT**

### **18.1 When the contract ends**

- (a) This *contract* will continue until *you* end the *contract* or *we* end the *contract* under clause 18.
- (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 expiry of the cooling off period (if applicable) specified in the new contract.
- (c) If *you* end this *contract* because *you* enter into a contract for the supply of electricity with another retailer, this *contract* ends when *your premises* is transferred to the other electricity retailer in accordance with the *customer transfer code*

### **18.2 When you can end the contract**

*You* can end the *contract* at any time by advising *us* at least 5 days before the day *you* want the *contract* to end.

### **18.3 When we can end the contract**

*We* can end the *contract* by giving *you* prior notice if *you*:

- (a) become insolvent (as defined in the *Corporations Act 2001 (Cth)*); or
- (b) have a liquidator appointed; or
- (c) become bankrupt (as defined in the *Bankruptcy Act 1966 (Cth)*); or
- (d) commit a substantial breach of any of *your* obligations under this *contract*; or
- (e) breach any of *your* obligations under the *contract* for which *we* have a right under the *contract* or a written law to disconnect supply; or
- (f) cease to be either a *residential customer* or *business customer*; or
- (g) cease to be eligible for a *standard price*; or
- (h) without limiting any of the above paragraphs, breach any of *your* other obligations under this *contract* where that breach is capable of remedy and *you* fail to remedy the breach within 10 *business days* of *us* requesting *you* to do so.

*We* can end the *contract* without giving *you* prior notice if *you* vacate the *premises* and:

- (i) after reasonable enquiry *we* are satisfied *you* no longer occupy or reside at the *premises* and *you* do not request electricity supply from *us* in respect of different premises within a 7 day period from that date; or
- (j) *you* inform *us* *you* no longer wish to obtain electricity supply from *us* under this *contract*.

### **18.4 What happens after a contract ends**

If the *contract* ends:

- (a) *We* may arrange for a final meter reading and for disconnection.
- (b) *We* may issue a final bill to *you*.
- (c) *We* will charge *you* a fee for the final meter reading, disconnection and final bill (if applicable), subject to the provisions of any written law.
- (d) *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.
- (e) *You* will remain liable to pay any outstanding payments to *us* and *we* will have no further obligation to supply electricity to *you*.

## **19 SECURITY REQUIRED FROM NON-RESIDENTIAL CUSTOMERS FOR PAYMENT OF BILLS**

- (a) This clause 19 does not apply to *residential customers*.
- (b) *You* must give *us* *your* consent to investigate *your* credit history and provide *us* with any information about *your* credit history as and when required by *us*.
- (c) *We* can require *you* to provide security at the time *you* ask *us* to supply electricity to the *premises* and from time to time, during the term of this *contract*:
  - (1) if *you* owe *us* an amount in relation to supply at any *premises* (including the *premises*), unless *you* made a complaint directly related to the reason for

- disconnection (or *you* dispute a bill) to *us*, the *electricity industry ombudsman* or another external dispute resolution body and that complaint (or dispute) has not been resolved;
- (2) if within two years before entering into this *contract*, *you* fraudulently obtained supply or consumed electricity intentionally and unlawfully; or
  - (3) we reasonably decide that *you* have an unsatisfactory credit history or an unsatisfactory history relating to paying for electricity supplied to *you*, provided that we inform *you* of *our* decision that *you* have an unsatisfactory credit history or an unsatisfactory history relating to paying for electricity supplied to *you* and the reasons for that decision and we inform you of *our* complaints handling procedures and the *electricity industry ombudsman* scheme.
- (d) Usually, security would be in the form of a cash deposit or a bank guarantee but we cannot require security for an amount greater than 37.5% of *our* estimate of the bills *you* will owe *us* for supply over a 12 months period based on billing data relating to *you* or the average consumption of electricity by a comparable customer of a comparable 12 month period.
- (e) If we ask *you* to provide a security deposit and *you* fail to do so, then we may take any action we are entitled to make under this *contract*.
- (f) If *you* provide a security deposit we:
- (1) will keep the security deposit in a separate trust account and identify it separately in *our* accounting records;
  - (2) will pay interest to *you* on the security deposit at the bank bill swap rate that accrues daily and is capitalized every 90 days unless paid;
  - (3) may apply the security deposit in full or partial satisfaction of amounts owed by *you* to *us* only if we disconnect supply for non-payment of a bill and *you* no longer have any right to reconnection under this *contract*; or any amount owed by *you* to *us* relates to a final bill issued to *you*;
  - (4) will provide *you* with a written statement of how the security deposit was applied and repay *you* any amount of the security deposit that was not applied within 10 *business days* after applying the security deposit in accordance with this clause 19;
  - (5) subject to the terms of this clause 19, will repay to *you* any security deposit in accordance with *your* reasonable instructions including the amount of any interest accrued within 10 *business days* after: (A) *you* complete 2 years of payments for supply by the date specified in the relevant bills; (B) *you* leave the *premises*; (C) we disconnect supply at the *premises* at *your* request; or (D) *you* transfer to another retailer, except that if *you* do not give reasonable instructions for the repayment of the security deposit and any accrued interest, we will credit the amount to be repaid: (E) if clause 19(d)(5)(A) applies, to *your* next bill; or if clause 19(d)(5)(B), (C) or (D) applies, to *your* final bill.
- (g) In this clause 19, “bank bill swap rate” has the meaning given in clause 31E of the *Electricity Industry (Customer Contract) Regulations 2022 (WA)*.

**20 GST**

- (a) In this clause:
  - (1) **GST** has the meaning given to that term in the *GST Law*.
  - (2) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
  - (3) **adjustment note, recipient, supplier, tax invoice** and **taxable supply** have the meanings given to those terms in the *GST Law*.
- (b) All sums payable, or consideration to be provided, under the *contract* are expressed inclusive of *GST*.
- (c) If there is a *taxable supply* under or in connection with the *contract*, then the *recipient* must pay to the *supplier* an amount equal to the *GST* payable on the *taxable supply* in addition to, and at the same time as, payment for the *taxable supply* is required to be made under the *contract*.
- (d) The *supplier* must provide a *tax invoice* (or an *adjustment note*) to the *recipient* in respect of the *taxable supply* and the obligation of the *recipient* to pay the *GST* on a *taxable supply* is conditional on the *supplier* providing a *tax invoice* or *adjustment note*.

**21 ADJUSTMENTS FOR A CHANGE IN LAW AND NETWORK ACCESS COSTS**

- 21.1 To the extent permitted by law, if a *change in law* occurs we may adjust the *standard price* applicable under the *contract* to the extent necessary to place *us* in the position we would have been in under the *contract* had it not been for the *change in law*.
- 21.2 To the extent permitted by law, if a change in *network access tariffs* occurs, or a new *network access tariff* is imposed, we may charge *you* an amount to the extent necessary to reflect that proportion of the effect of the new *network access tariff* or change in *network access tariffs*, which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of electricity we supply to *you*.
- 21.3 To the extent permitted by law, if *you* change the rate at which *you* use electricity, we may adjust the *standard price* applicable under the *contract* to the extent necessary to reflect that proportion of any increase in *network access tariffs* which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of electricity we supply to *you*.
- 21.4 This clause 21 does not limit or prejudice in any way any other rights we have from time to time to adjust the *standard price* applicable under the *contract*.

**22 SET OFF**

We may set off any amount owing to *us* under this *contract* against any amount payable by *us* to *you* under this *contract*. Nothing in this contract limits our ability at law to set off any amount owing to *us* under this *contract* against any amount payable by *us* to *you* under another *contract* you may have with *us*, or to set off any amount payable by *us* to *you* under this *contract* against any amount owing to *us* under another *contract* you may have with *us*.

**23 MISCELLANEOUS**

**23.1 Co-operation with Western Power Networks**

*You agree to allow us to give Western Power Networks your details.*

### **23.2 Notices**

Any notice or other communication given under the *contract*:

- (a) does not have to be in writing, unless the *contract* expressly requires that the notice or communication must be in writing;
- (b) subject to clause 23.2(c), is taken to be received:
  - (1) in the case of a verbal communication, at the time of the communication; and
  - (2) in the case of hand delivery, on the date of delivery; and
  - (3) in the case of post, on the second business day after posting; and
  - (4) 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
  - (5) in the case of online feedback to *us* via *our* internet website contact system, on the date on which *our* systems record that the online feedback was successfully received; and
- (c) If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

### **23.3 Giving information and making contact**

In this *contract*, where a person is required to "notify" the other person, it means to "give notice". You agree that we can communicate and give notice to *you* by making contact:

- (a) face to face;
- (b) by telephone;
- (c) by post; or
- (d) by email or another means of electronic communication, such as Short Message Servicing.

### **23.4 No assignment**

- (a) Unless we give you *our* prior written consent, *you* must not transfer, assign or otherwise dispose of any of *your* rights or obligations under the *contract*.
- (b) We can assign or novate the *contract* without notice to *you*, to any person that we believe has reasonable commercial and technical capability to perform *our* obligations under the *contract*, and *you* are taken to have agreed to any such assignment or novation.

### **23.5 Application of land access provisions and lawful directions**

Nothing in the *contract* limits or excludes the rights, powers and remedies that either we or *you* have under any *land access provisions*.

The *contract* also does not in any way limit *our* or *your* obligations to comply with the lawful directions of any lawful authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

### **23.6 Entire agreement**

The *contract* and all applicable written laws represent the entire agreement between *you* and *us* relating to the matters covered by this *contract*, without prejudice to any *land access provisions*.

### **23.7 Waiver of rights**

If we do not enforce any right under the *contract* then this must not be construed as a waiver of that or any other of *our* rights under the *contract* or otherwise prevent *us* exercising any of them later.

### **23.8 Governing law**

The *contract* is governed by the laws of the State of Western Australia.

### **23.9 Amendments**

- (a) We may change the *premises* under this *contract* at *our* discretion if:
  - (i) *you* notify *us* you are moving out of in accordance with clause 9.3, or no longer require supply in respect of the *premises*; and
  - (ii) *you* request supply of electricity in respect of alternative premises under the terms of *our* standard form contract within a period of 30 days from the date *you* notify *us*; or
  - (iii) *we* reasonably believe that *you* are taking supply of electricity at another supply address and *you* have not entered into a contract with us or another retailer for that supply.
- (b) You may change the *premises* under this *contract* with *our* consent, provided that it is a *premises* that is located at the Ocean Reef Marina and connected to *our* electricity network.
- (c) We can change this *contract* without *your* consent from time to time in accordance with the *Electricity Industry Act 2004* (WA). If these terms change and those changes are approved by the Economic Regulation Authority, then *your* *contract* will be taken to be amended to reflect those changes. Any changes to this *contract* will be published as required by the Economic Regulation Authority.

### **23.10 Effect of invalid terms**

If any term of the *contract* is invalid or unenforceable it can be severed from the *contract* without affecting the enforceability of other *contract* terms.

### **23.11 Authorised representatives**

- (a) You can, by giving *us* notice at any time at or after establishment of the *contract*, appoint a person nominated in *your* notice to be *your* authorised representative to act for and on *your* behalf under and in relation to the *contract*. By appointing an authorised representative *you* agree to give that person full, unrestricted power and authority to act for *you* and on *your* behalf as *your* agent under and in relation to the *contract* (but not any other matter). This includes, doing all or some of the following for *you* and on *your* behalf under and in relation to the *contract*:
  - (i) incurring liabilities for *you* to pay money,
  - (ii) accessing *your* account information and personal details,
  - (iii) giving and receiving notices, consents, instructions and other information,
  - (iv) making enquiries,
  - (v) exercising rights, powers and remedies,

- (vi) completing transactions,
  - (vii) changing contact details,
  - (viii) arranging additional time to pay an invoice,
  - (ix) entering into direct debit, payment plans and other payment arrangements,
  - (x) requesting refunds,
  - (xi) changing *your standard price*,
  - (xii) requesting the provision of services such as a meter test,
  - (xiii) applying for new concessions and terminating existing concessions; and
  - (xiv) ending *your contract*.
- (b) Notwithstanding clause 23.11(a) *you* may limit the matters *your authorised representative* can perform on *your behalf* by providing notice to *us* including but not limited to specifying in that notice the matters *your authorised representative* cannot perform on *your behalf*.
- (c) Any such appointment commences on the date of appointment specified in *your notice* to *us* appointing the authorised representative (or any later date when *we* first receive that notice), and continues in full force and effect until:
- (i) the date for termination of appointment *you* specify in *your notice* to *us* terminating the appointment of *your authorised representative* (or any later date when *we* first receive that notice of termination); or
  - (ii) if *you* have not specified a date for termination of appointment of *your authorised representative* at the time of that appointment then the date in which *you* subsequently notify *us* to terminate the appointment of *your authorised representative*.
- (d) This clause 23.11 survives termination of the *contract* for any reason.

## 24 DEFINITIONS AND INTERPRETATION

### 24.1 Definitions

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

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

**billing cycle** means the regular recurrent period in which *you* receive a bill from *us*.

**business customer** means a customer who does not consume more than 160 MWh of electricity per annum and who is not a *residential customer*.

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

**change in law** means a change in an existing law or the imposition of a new law, which directly or indirectly, results in an increase in *our* cost of supplying or selling electricity to *you* under this *contract*.

**Charges By-laws** means the *Energy Operators (Electricity Retail Corporation) (Charges) By-laws 2006* (WA).

**code of conduct** means the *Code of Conduct for the Supply of Electricity to Small Use Customers* as amended from time to time under section 79 of the *Electricity Industry Act 2004* (WA).

**concession** means a concession, rebate subsidy or grant related to the supply of electricity available to a *residential customer* only published by *us* from time to time.

**connection point** has the meaning given to that term in the *metering code*.

**Consumer** has the meaning given to that term in the *Australian Consumer Law*.

**contract** means the legally binding agreement between *you* and *us*, comprising these are the terms and conditions and the *contract particulars*.

**contract particulars** means the document that sets out particular characteristics of supply to *you* at the *premises* which is signed by *you*.

**customer complaints policy** means *our* published policy in force from time to time (as amended or replaced by *us* from time to time) describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request from *our* customer centre or from *our* website.

**customer transfer code** means the *Electricity Industry Customer Transfer Code 2016* (WA) as amended from time to time.

**DevelopmentWA** means the entity established under the *Western Australian Land Authority Act 1992* (WA).

**direct loss** does not include any excluded loss.

**disconnection warning** means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect *you* if *you* have not paid *your* bill or if *you* have failed to provide access to the *meter*, and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

**distribution system** means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of electricity at nominal voltages of less than 66 kilovolts (kV).

**electricity industry ombudsman** means the Energy and Water Ombudsman Western Australia performing the functions of electricity industry ombudsman under a scheme approved under Part 7 of the Act and an agreement under the Parliamentary Commissioner Act 1971 section 34.

**electricity supply equipment** is defined in clause 8.1.

**emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

**event beyond your control** or **event beyond our control** means an event or circumstance affecting *you* (in the case of an *event beyond your control*) or *us* (in the case of an *event beyond our control*), and in each case that is beyond the direct control or influence of *that affected person*, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a *distribution system* or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004* (WA)) but excludes *your* or *our* inability to pay any money due under this *contract* for any reason.

**excluded loss** means all and any of the following (whether or not known to or contemplated by *us* or *you*, or otherwise reasonably foreseeable at any time):

- (a) business interruption loss; or
- (b) lost profits;
- (c) loss of an opportunity;

- (d) *your* liability to others under contracts, applicable laws or otherwise;
- (e) indirect or consequential loss of any kind;
- (f) any loss to the extent it is caused by *your* own negligence or other fault; or
- (g) any loss to the extent it is caused by an *event beyond our control*.

**family violence** has the meaning given in the *Restraining Orders Act 1997*, section 5A.

**financial hardship**, in relation to *you* if *you* are a *residential customer*, means a state of long-term financial disadvantage as a result of which *you* are unable to pay an outstanding amount as required by *us* without affecting *your* ability to meet *your* basic living needs or those of one of *your* dependents.

**land access provisions** means any rights or obligations of *yours* or *ours* imposed in respect of the *premises* (or part thereof) under an easement in place prior to the date on which this *contract* takes effect.

**life support equipment** means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme, as administered by the department of the Public Service principally assisting in the administration of the *Taxation Administration Act 2003* (WA) immediately before 1 January 2023.

**life support equipment address** has the meaning given in the *code of conduct*.

**meter** means the equipment used to measure the volume of electricity that *we* supply to *you*.

**metering code** means the *Electricity Industry Metering Code 2012* (WA) as amended from time to time.

**MWh** means megawatt hour.

**network access tariff** means the charges payable by *us* to *Western Power Networks* from time to time for transmission, distribution, metering and access services in relation to the supply of electricity by *Western Power Networks* to *our* electricity network.

**Ocean Reef Marina** means the area serviced by *our distribution system*.

**payment assistance and financial hardship policy** means the policy that *we* have developed in accordance with the *code of conduct* and outlines, among other things, *our* policy on how *we* assist *you* to meet *your* payment obligations under the *contract*. A copy of this policy can be obtained on request from *our* customer centre or from *our* website.

**permitted person** means any related body corporate (having the meaning given when used in the *Corporations Act 2001* (Cth)), invitee, customer, supplier, contractor, adviser, officer, employee or director of *you* or *us* (as applicable).

**premises** means the address to which electricity is to be supplied to *you* under this *contract* as described in the *contract particulars*, and as amended from time to time pursuant to clause 23.9(a) or 23.9(b) of this *contract*.

**privacy policy** means *our* published policy in force from time to time (as amended or replaced by *us* from time to time) specifying the steps taken by *us* to maintain customer confidentiality and which can be obtained on request from *our* customer centre or from *our* website free of charge.

**private purpose** means wholly or predominantly for personal, domestic or household use or consumption.

**rebate** means a rebate that *we* publish as being available from time to time.

**reminder notice** means a notice in writing that *we* issue to *you* advising *you* that *you* have not paid *your* bill and explaining how *we* may assist *you* if *you* are experiencing

payment difficulties or *financial hardship*.

**residential customer** means a customer who consumes electricity solely for domestic use and does not consume more than 160 MWh of electricity per annum

**standard price** means a charge, fee or rental to be paid by *you* for or in connection with the supply of electricity as described in the *contract particulars* and those charges, fees or rentals for or in connection with the supply of electricity that *we* publish from time to time. Subject to any applicable legislation, *we* can from time to time and at our discretion change the standard price *you* must pay to *us* for or in connection with the supply of electricity.

**Supply Related Liability** means any loss, damage or liability (including any *excluded loss*) arising for any reason from or in connection with:

- (a) any loss or curtailment of or interruption or delay in *your* electricity supply (including any delay in connection, disconnection or reconnection of *your* electricity supply);
- (b) any surge, disruption or fluctuation in electricity supply or its quality from time to time; or
- (c) *us* failing, for any reason, to supply electricity meeting any particular quality, reliability or quantity.

**verifiable consent** has the meaning given to that term in the *code of conduct*.

**vulnerable customer** means, in respect of a *residential customer*, *you* or another person named on *your account* who has advised *us* that you are affected by family violence or that we have reason to believe is affected by family violence.

**we** and **us** means Ocean Reef Renewable Energy Pty Ltd ACN 663 110 987.

**Western Power Networks** means Electricity Networks Corporation, established under the *Electricity Industry Act 2004* (WA), trading as Western Power.

**you** means the person to whom electricity will be supplied under the *contract*.

**your equipment** is defined in clause 8.2.

**Your Protected Rights** means:

- (a) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law* (including in relation to *excluded loss*);
- (b) any other rights of recovery or to compensation *you* may have under law, including, for example, any service standard payments that may be payable to *you* under part 10 of the *code of conduct*; or
- (c) any other condition, warranty or guarantee (including the application of any consumer guarantee under the *Australian Consumer Law*) where applicable, if and to the extent that *we* are prohibited by law from excluding, restricting or modifying them.

## 24.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
- (d) a reference to a person includes a reference to the person's executors,

- administrators, successors, substitutes (including 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) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;
  - (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) a reference to writing includes any means of representing or reproducing words in visible form including electronically such as by email;
  - (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
  - (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
  - (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that 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) a reference to a monetary amount means that amount in Australian currency and a unit of measurement is to an Australian legal unit of measurement, as defined in the *National Measurement Act 1960* (Cth).

#### **Further Information**

If you have any questions regarding your electricity supply, you can contact us

In writing:

[insert]

In person:

[insert]

By internet using our “contact us” web page:

[insert]

By telephone:

For billing, payment enquiries and complaints, on

[insert] for residential customers between 7am and 7pm on business days; or

[insert] for business customers during business hours.

For TTY users (hearing impaired customers) on [insert] during business hours. For telephone interpretation services (TIS) on [insert] during business hours.

For customers residing outside Western Australia on [insert] during business hours.

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

For information regarding ORRE’s Standard Electricity Prices and Charges, see our Terms and Conditions web

page: [insert]