

Amanda Energy Pty Ltd ACN 163 376 163
trading as ***Amanda Energy Solutions (Amanda)***

Small Use Customer – Business customers only
Standard Form Contract for Electricity Supply
Terms and conditions
(Version: August 2023)

Items in bold and italics have the meaning set out in clause 23.1
of the ***terms and conditions***.

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1. This Agreement

- (1) This **agreement** is made up of the **particulars of agreement** and associated appendix (if any) and these **terms and conditions**. In the event of any conflict or inconsistency between the terms contained in the **particulars of agreement** and the terms contained in the **terms and conditions**, the **particulars of agreement** take precedence.
- (2) The **Small Use Customer Code** regulates the conduct of **licensed retailers**, metering agents and distributors supplying electricity to small use customers (being customers who consume less than 160MWh of electricity per year) in Western Australia. The **Small Use Customer Code** protects the interests of small use customers and covers most aspects involved in the supply of electricity including electricity marketing, billing, connection, disconnection, payment difficulties and dispute resolution.
- (3) **Amanda** can provide **you** with a copy of the **Small Use Customer Code** on request or **you** can find it on **Amanda's** website or on the Economic Regulation Authority's website at <https://www.erawa.com.au/electricity/electricity-licensing/code-of-conduct-for-the-supply-of-electricity-to-small-use-customers>

2. Supply of electricity

- (1) Subject to all relevant laws, **Amanda** agrees to sell electricity to **you**, and **you** agree to purchase electricity from **Amanda** at the **sites** in accordance with the **agreement**.
- (2) **Amanda** may require **you** to provide acceptable identification (as defined in the **Customer Contracts Regulations**) before **Amanda** agrees to sell electricity to **you**.

3. Start of the sale of electricity

- (1) The **agreement** comes into effect and **Amanda** will start selling **you** electricity at the **sites** under the **agreement** on the later of the following dates (**commencement date**):
 - (a) if a new **meter** is required, when it is energised, or if an existing **meter** needs reprogramming, when it is reprogrammed; or
 - (b) if **you** are transferring from another **licensed retailer**, when the transfer request made by **Amanda** becomes effective under the **customer transfer code**; or
 - (c) if **you** are an existing **Amanda** customer, the first day after **your** last invoice for **your** previous agreement with **Amanda**; or
 - (d) when **you** provide acceptable identification if required under clause 2(2).
- (2) If **you** move into a **site** and there is an existing electricity connection at the **site**, **Amanda** can ask **you** to pay for all electricity used at the **site** since the final **meter** reading was taken of the previous customer. If a final **meter** reading was not carried out on the day that the previous customer moved out of the **site**, **Amanda** will estimate, using an estimation method consistent with a method in the *Electricity Industry (Metering) Code 2012*, how much electricity **you** used and how much the previous customer used. **Amanda** will try to share the cost of electricity between **you** and the previous customer:
 - (a) so that **you** and the previous customer each pay a fair share; and
 - (b) so that **Amanda** does not overcharge or undercharge **you**.

4. Fees and charges

- (1) **You** must pay the **charges**, which may include the costs of a new **meter** or a **meter** upgrade. If the **meter** is disconnected **Amanda** may charge **you** a reconnection fee.
- (2) Subject to clause 5 the **charges** are specified in the **particulars of agreement** and include the:
- electricity prices**; and
 - daily supply charge**; and
 - loss factor adjustment – peak** based on quantity as determined by the AEMO; and
 - loss factor adjustment – off peak** based on quantity as determined by the AEMO; and
 - Network charge** based on **Western Power network charges**; and
 - Capacity charge** based on **AEMO Capacity charge**; and
 - Renewable energy certificate charges** based on quantity as determined by the Clean Energy Regulator, price per market price as paid by **Amanda** from time to time; and
 - Ancillary service fees** based on **AEMO ancillary service fees**; and
 - Market fees** based on **AEMO market fees**.
- (3) The **electricity prices** and the **daily supply charge** are payable in all circumstances. The **particulars of agreement** specify which (if any) of the **charges** in clauses 4(2)(c) to 4(2)(i) are included in the **electricity prices**. If those **charges** are not included in the **electricity prices you** must pay them in addition to the **electricity prices** and the **daily supply charge**.

- (4) **You** acknowledge that the **charges** are based on **your** historical electricity consumption at the **sites**, and the timing of that consumption. If **you** change the rate at which you use electricity, or the timing of that use, **Amanda** may adjust the **charges** to the extent necessary to preserve the commercial effect of the **agreement**.
- (5) The **electricity prices** and the **daily supply charge** will be adjusted on and from each **adjustment date** in accordance with the following formula:

$$X_n = X_b \times \left[1 + \left(\frac{CPI_n - CPI_b}{CPI_b} \right) \right]$$

where:

X_n means the value of the relevant **charge** that is to apply on and from the **adjustment date**;

X_b means the value of the relevant base **charge** as described in the **particulars of agreement**;

CPI_n means the value of the CPI for the quarter ending immediately before the relevant **adjustment date**;

CPI_b means the value of the CPI for the quarter ending immediately before the **commencement date** listed on the **particulars of agreement**; and

adjustment date means 1 January, 1 April, 1 July, and 1 October in each calendar year if "Quarterly" CPI has been selected in the **particulars of agreement**, or else one year from the **commencement date** if "Annual" CPI has been selected in the **particulars of agreement**.

- (6) A **minimum quantity kWh charge** may apply:
- a **minimum quantity kWh charge** is only applicable if an **Annual Contract Quantity** (or **Annual Contract Quantity (Peak)** or **Annual Contract Quantity (Off Peak)**) that is greater than zero is

- specified in the **particulars of agreement**; and
- (b) the **minimum quantity kWh charge** applies to the **electricity prices**; and
- (c) the **total quantity kWh charges** in respect of a **contract year** are calculated as:
- (i) the sum of the **peak electricity price** multiplied by the total **kWhs** supplied to **you** during **peak** periods during the **contract year**, plus the **off peak electricity price** multiplied by the total **kWhs** supplied to **you** during **off peak** periods during the **contract year**; or
- (ii) the **flat electricity price** multiplied by the total **kWhs** supplied to **you** during the **contract year**; and
- (d) if in respect of a **contract year** the **total quantity kWh charges** payable by **you** are less than the **minimum quantity kWh charges**, **Amanda** may charge **you** the difference between the **minimum quantity kWh charge** and the **total quantity kWh charges** payable by **you**; and
- (e) **Amanda** will **invoice you** for this amount as soon as is practicable after the end of any such **contract year**; and
- (f) in calculating the **total quantity kWh charges** in a **contract year**, the usage component of the price will be applied as if the total units supplied to **you** during the **contract year** were taken at an equal average rate on each day in the **contract year**; and
- (g) in calculating the **minimum quantity kWh charge** in a **contract year**, the usage component of the price will be applied as if the **Annual Contract Quantity** (or **Annual Contract Quantity (Peak)** or **Annual Contract Quantity (Off Peak)**) was supplied to you during the **contract year** and taken at an equal average rate on each day in the **contract year**.
- (7) An **early termination fee** applies under clause 18.2 if **you** end the **agreement** before the **end date**.
- 5. Changes to fees and charges**
- 5.1 Pass through of fees and charges**
- (1) If any **charge** is varied at any time or a new fee or charge is imposed by law or by **Western Power** or **AEMO**, **Amanda** may adjust the **charges** under this **agreement** to pass through to **you** on a full pass-through at cost basis, the total cost increase to **Amanda**, from the date the increase takes effect.
- (2) If necessary, **Amanda** will in its discretion, determine how to adjust the **charges** to reflect the increase (for example, if there isn't a one-to-one relationship between the fee or charge imposed and the **charges** under this **agreement**).
- 5.2 Information on changes**
- Unless **Amanda** has already given **you** notice of the change, **Amanda** will provide **you** with at least 5 **business days'** notice as to any change in **charges** under this **agreement** where required under the **Small Use Customer Code**, together with reasonable information as to the change.
- 5.3 Pass through of charges or penalties caused by your breach**
- (1) If **you** breach this **agreement** in a way which causes **Western Power** or **AEMO** to impose on **Amanda** any additional charge, penalty, fee or other cost, **Amanda** will pass

it through to **you**, on a full pass-through at cost basis.

- (2) This clause 5.3 does not limit **Amanda's** remedies for **your** breach.

5.4 **Material adverse event**

- (1) If, at any time there is a **material adverse event**, then **Amanda** may give **you** notice advising that there has been a **material adverse event**. The notice will include:

- (a) Reasonable information relating to the **material adverse event** and the effect of that event on **Amanda**;
- (b) A proposed adjustment to any one or more of the **charges** (including the **electricity prices**) with the objective of preserving the commercial effect of this **agreement** for **Amanda** as it was immediately before the **material adverse event (material adverse event adjustment)**;
- (c) The date (which must be at least 20 **business days** after the date of the notice) on which the adjustments are to take effect (**material adverse event adjustment date**).

- (2) If **you** accept the **material adverse event adjustment**, or **you** do not respond within 10 **business days** of receiving the notice, this **agreement** is amended as described in the notice from the **material adverse event adjustment date**.

- (3) If **you** confirm in writing that **you** do not accept the **material adverse agreement adjustment** within 10 **business days** of receiving the notice, then this **agreement** ends on the date specified in the notice, and:

- (a) **Amanda** will have no liability to **you** in connection with the election to terminate, including **your** costs of obtaining electricity after termination; and

- (b) Clause 18.2 (early termination) does not apply.

5.5 **Benefit changes**

Where there is a change to or expiry of a benefit (such as a discount) provided to **you** under the **agreement** before the date on which the **agreement** ends or is terminated:

- (a) **Amanda** will inform **you** not more than 40 **business days** and not less than 20 **business days** before the date of the **benefit change**, of the **benefit change**, and your options for the supply of electricity after the date of the **benefit change**; and
- (b) **Amanda** will inform **you** of the matters in clause 5.5(a) of the **agreement** by providing notice to **you** by email.

6. **Calculating your electricity use**

6.1 **Meter** reading

Amanda uses **meter** readings to prepare **your invoice** in respect of the **electricity prices**. Generally **Western Power** reads the **meter** once every **invoicing cycle**. However, in the event of the **meter** data not being measured for any reason, the missing data will be estimated by **Western Power** in accordance with its internal policies and this information will be used by **Amanda** to prepare **your invoice**. If **Amanda** cannot reasonably base an **invoice** on **Western Power's** reading of the **meter**, then **Amanda** will provide **you** with an estimated **invoice** based on **your** prior consumption and invoicing history. If **Amanda** has provided **you** with an **invoice** based on an estimate of electricity consumption and accurate information subsequently becomes available or **Western Power** subsequently reads the **meter**, then **your** next **invoice** will be adjusted to take account of **Western Power's meter** reading.

6.2 **You** can ask for a **meter** test

You can ask **Amanda** to test the **meter** to ensure that it is measuring accurately, and **Amanda** will

arrange for **Western Power** to test the **meter** if **you** first pay to **Amanda** a **meter** testing fee. If **Western Power** finds that the **meter** is not measuring as accurately as the law requires, then **Amanda** will refund the **meter** testing fee to **you**. **Western Power** will decide whether the **meter** needs to be repaired or replaced.

7. Invoices

7.1 When **invoices** are issued

Amanda will **invoice you** at least once every 100 days. **Amanda** will issue your **invoice** by email to your nominated email address. **You** can choose to receive paper **invoices** by post by notifying **Amanda**. **Amanda** may charge a fee for a paper **invoice**.

7.2 Paying **your invoice**

For each **invoice**, **you** must pay the total amount payable by the due date specified in that **invoice**. Typically, the due date specified on an **invoice** will be 12 **business days** from the date of the **invoice**.

7.3 Payment options

Included on **your invoice** is a range of payment options that **you** can choose from.

7.4 Overdue **invoices**

If the total amount payable for any **invoice** is not paid by the due date, then **Amanda** can:

- (a) send you a disconnection warning; and
- (b) charge **you** a fee for each reminder notice **Amanda** sends to **you**; and
- (c) charge **you** interest on the amount **you** have not paid, starting with the day following the due date, charged daily based on an annual interest rate of 6% plus the Reserve Bank of Australia Cash Rate current on the day of calculation; and
- (d) disconnect **your** electricity supply; and

- (e) where permitted by the **Small Use Customer Code**, reduce your **invoicing cycle**.

- (2) If **you** do not pay the total amount payable for any **invoice** after **Amanda** sends a reminder notice to **you**, then **Amanda** can refer **your** debt to a debt collection agency for collection and if **Amanda** does so, **you** must pay any fees or costs that **Amanda** incurs in connection with the recovery of the unpaid **invoice** (including the agency fees and legal fees).

7.5 If **you** are having trouble paying **your invoice**

If **you** are having trouble paying **your invoice**, please notify **Amanda** as soon as possible. **Amanda** will consider any reasonable request for alternative payment arrangements if **you** are experiencing payment difficulties.

8. Reviewing your invoice

8.1 **You** can ask for **your invoice** to be reviewed

If **you** reasonably consider that an **invoice** contains an error, **you** may notify **Amanda** and **Amanda** will review the **invoice** and notify **you** of the result of the review as soon as practicable after the review is completed. If **Amanda** has not notified **you** of the outcome of the review within 20 **business days** of **your** notice to **Amanda**, **Amanda** will notify **you** of the status of the review as soon as practicable. In the meantime, **you** must pay to **Amanda** the greater of:

- (1) the balance of the **invoice** that is not being queried; and
- (2) an amount equal to the average amount of **your invoices** over the previous 12 months (excluding the **invoice** that **you** are querying); and
- (3) if there are less than 12 months of previous **invoices**, then 1/12 of the **Annual Contract Quantity (peak)** and **Annual Contract Quantity (off peak)** stated on the **particulars of agreement**.

If **you** have any other **invoices** that are due, then **you** must pay those **invoices** by the due dates.

8.2 Undercharging

Amanda may recover from **you** any amount **you** have been undercharged. Where **you** have been undercharged because of **Amanda's** error, including a **metering** error:

- (1) **Amanda** will only recover the amount undercharged in the last 12 months prior to the date **Amanda** notifies **you** of the undercharging; and
- (2) **Amanda** will notify **you** of the amount to be recovered no later than the next **invoice** after **Amanda** becomes aware of the undercharging and will provide an explanation of the basis on which the amount was calculated; and
- (3) **Amanda** will not charge **you** interest or a late payment fee on the undercharged amount if **you** make payment by the due date; and
- (4) **Amanda** will show the undercharged amount as a separate item on **your invoice**, together with an explanation of the amount that was undercharged; and
- (5) The undercharged amount is due by the date specified on the **invoice**.

8.3 Overcharging

If **you** have been overcharged **Amanda** will:

- (1) notify **you** of this overcharging within 10 business days after **Amanda** becomes aware of the overcharging; and
- (2) provide **you** with a refund for the overcharged amount; and
- (3) not pay **you** interest on the refund.

Where **Amanda** is required to pay **you** a refund under the **agreement**, **you** can choose whether the refund is made as:

- (4) a credit to **your** account; or
- (5) a payment directly to **you**.

Amanda will credit or repay the overpayment in accordance with **your** instructions within 12 **business days** of receiving the instructions. If **Amanda** does not receive any instructions from **you** within 5 **business days** of **Amanda** advising **you** of the overpayment, **Amanda** will use reasonable endeavours to credit the amount overcharged to **your** account.

9. Electricity supply equipment and your equipment

9.1 Electricity supply equipment

The **electricity supply equipment** remains the property of **Western Power** at all times and **Western Power** is responsible for installing and maintaining the **electricity supply equipment**.

9.2 Your equipment

You are responsible for keeping **your equipment** in good working order and condition, safe and secure and free from unauthorised interference or damage.

9.3 Things **you** must not do

You must not:

- (1) tamper with, bypass, circumvent or otherwise do anything that will damage or interfere with the **electricity supply equipment**, or allow anyone else to do so; or
- (2) do anything that will prevent **Amanda** or **Western Power** from accessing the **electricity supply equipment**; or
- (3) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else; or
- (4) let anyone other than the holder of an electrical worker's license granted under the Electricity (Licensing) Regulations 1991 (WA) work on **your equipment**; or
- (5) exceed the contract maximum demand or the median peak load as specified in the **particulars of agreement**; or

- (6) do anything to place **Amanda** in breach of a **regulatory requirement**.

9.4 **You** acknowledge that if you exceed the contract maximum demand or the median peak load as specified in the **particulars of agreement**, this may result in an additional charge under clause 5.3.

10. Access

- (1) **You** must let **Amanda** or persons nominated by **Amanda** (including **Western Power**) have safe and unrestricted access to the **sites**:

- (a) to read the **meter**; or
- (b) to inspect or work on the **electricity supply equipment**; or
- (c) to disconnect or reconnect **your** electricity supply; or
- (d) to inspect **your equipment**; or
- (e) for any other reason relating to the supply of electricity to the **sites**.

- (2) **Amanda** will give **you** at least 5 **business days** notice before **Amanda** enters the **sites**. However, **Amanda** may enter the **sites** without notice:

- (a) for routine **meter** reading or **meter** replacement; or
- (b) in an emergency; or
- (c) if **Amanda** reasonably suspects that electricity is being used illegally at the **sites**.

- (3) Any representative of **Amanda** or **Western Power** who enters **your sites** will wear, in a visible manner in accordance with **Amanda's** or **Western Power's** requirements, official identification and will show it to **you** or **your** representatives at the **sites** upon request.

- (4) **Western Power** may enter **your sites** for any of the reasons set out in clause 10(1)

and 10(2) and in that case, **Western Power** is required to give **you** the appropriate notice where required.

11. Interruptions to electricity supply and disconnection

11.1 In an emergency

Amanda can arrange for **Western Power** to turn off **your** electricity at any time without notice to **you** in an emergency, or if necessary to reduce the risk of fire or if required by law. In this case, **you** can get information on the nature of the emergency and an estimate of when electricity supply is likely to be restored by contacting **Western Power's** 24-hour emergency line.

Amanda will use its best endeavours to arrange for **Western Power** to turn **your** electricity on again as soon as possible once the emergency no longer exists.

Nothing in the **agreement** limits **Amanda's** or **Western Power's** statutory powers in relation to emergencies and safety.

If **Amanda** or **Western Power** disconnects **your** electricity supply because **you** cause that emergency, then **Amanda** will arrange for **Western Power** to reconnect **your** electricity supply once **Amanda** is satisfied that the emergency no longer exists. **Amanda** may also charge **you** a reconnection fee.

11.2 Planned work on a distribution system

If **Western Power** needs to carry out planned work on a distribution system **Western Power** can interrupt or disconnect **your** electricity supply at any time. **Western Power** will advise **you** if it needs to carry out planned work. **Western Power** will reconnect **your** electricity supply as soon as practicable once any planned work is complete and it is otherwise safe to reconnect **your** electricity supply.

11.3 Disconnection due to **your** actions

Amanda can arrange for **Western Power** to disconnect **your** electricity supply in accordance with **Amanda's** own internal procedures, if:

- (1) **you** fail to pay an **invoice** (either for the **sites** or previous **sites**) in full by the due date shown on the **invoice**; or
- (2) **you** do not give **Amanda** or **Western Power** safe and unrestricted access to the **sites** or the **meter**; or
- (3) **you** commit a fraud relating to the supply of electricity to **you** at the **site** or any other **sites**; or
- (4) **you** get electricity supplied to the **sites** illegally or in breach of a **regulatory requirement**; or
- (5) **you** fail to keep **your equipment** in good working order or condition; or
- (6) **you** get electricity supplied to the **sites** in breach of the **agreement**; or
- (7) subject to the conditions on **Amanda's** licence and the requirements of the **agreement**, where **Amanda** requires **you** to provide **Amanda** security and **you** fail to provide it to **Amanda**; or
- (8) **you** are in breach of any other requirement of the **agreement**; or
- (9) **you** move out of a **site**.

Under clause 18.2 **you** must give **Amanda** 5 days' notice if **you** want this **agreement** to end before the **end date**. An **early termination fee** is payable.

11.4 Things **Amanda** will do before disconnecting **your** electricity supply

- (1) If **Amanda** wishes to disconnect **your** electricity supply because **you** fail to pay an **invoice**, **Amanda** will provide **you** with a disconnection warning which will provide at least 5 **business days'** notice of the proposed disconnection.
- (2) If **Amanda** wishes to disconnect **your** electricity supply because **you** fail to give **Amanda** or **Western Power** access to the **site** for the purpose of reading the **meter** **Amanda** will only disconnect **you** if:
 - (a) **you** have failed to give **Amanda** or **Western Power** safe access to the **site** for the purpose of reading the **meter** at the **site** for a period of 9 consecutive months; and
 - (b) **Amanda** has on at least one occasion given **you** at least 5 **business days** written notice of a date or a timeframe requesting for safe access to the **meter** and advising **you** of **Amanda's** ability to arrange for disconnection if **you** fail to provide safe access; and
 - (c) **you** failed to give **Amanda** or **Western Power** access in accordance with the requirements of the notice or by providing reasonable alternative access arrangements and **Amanda** has used best endeavours to contact **you** to advise of the proposed disconnection due to the failure to provide access to the **meter**; and
 - (d) **Amanda** has given **you** a disconnection warning advising **you** that **Amanda** will arrange for disconnection with **Western Power** on a day that is at least 5 **business days** after **you** receive the disconnection warning.
- (3) If **Amanda** wishes to disconnect **your** electricity supply because **you** fail to give **Amanda** or **Western Power** access to the **site** to test, inspect, maintain, alter, replace or check the accuracy of the **meter**, **Amanda** will only disconnect **you** if:
 - (a) **Amanda** has on at least one occasion given **you** at least 5 **business days** written notice of the matter giving rise to the potential disconnection and of a date or a timeframe requesting for safe access to the **meter** and advising **you** of **Amanda's** ability to arrange for disconnection if **you** fail to provide safe access; and

(b) **you** failed to provide access in accordance with the requirements of the notice or by providing reasonable alternative access arrangements within a reasonable time after the notice.

- (4) If **Amanda** wishes to disconnect **your** electricity supply for any other reason under clause 11.3, **Amanda** will, except in cases of emergency, provide **you** with at least 5 **business days'** notice of the proposed disconnection.
- (5) If **you** have not remedied the breach within 5 **business days**, then **Amanda** will disconnect your electricity supply and may charge you a disconnection fee. A disconnection fee may be higher if **Western Power** had to attend the site to undertake the disconnection.

11.5 Reconnecting the electricity supply

- (1) If **your** electricity supply is disconnected under clause 11.3, then **Amanda** will arrange for **Western Power** to reconnect **your** electricity supply once **Amanda** is reasonably satisfied that the breach has been remedied and the circumstances giving rise to the disconnection no longer exist.
- (2) Before **Amanda** arranges for **Western Power** to reconnect your electricity supply under this clause 11.5 you must pay **Amanda**:
- (a) all reasonable costs **Amanda** incurs in disconnecting **your** electricity supply; and
 - (b) a fee for reconnecting **your** electricity supply under this clause 11.5.
- (3) Where **Amanda** requires **you** to provide security under clause 20 and **you** fail to provide it, in whole or in part, **Amanda** may, subject to **regulatory requirements**, refuse to reconnect **your** electricity supply.

11.6 If **you** are disconnected

If **Western Power** disconnects **your** electricity supply at **Amanda's** request under clause 11.3, then:

- (1) **Amanda** can arrange for **Western Power** to 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
- (2) **Amanda** can charge **you** a fee for removing or physically disconnecting the **meter** and replacing or physically reconnecting the **meter**; and
- (3) **you** must not reconnect the electricity supply.

12. Events beyond your or Amanda's control

12.1 Events beyond **your** control

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

- (1) **you** must notify **Amanda** promptly, giving reasonable details; and
- (2) **you** must use reasonable endeavours to bring the breach to an end; and
- (3) **you** must still pay all **invoices** by the due date specified on the **invoice**; and
- (4) **Amanda** will excuse the breach (other than failure to pay an **invoice**) from the time **you** notify **Amanda**, for as long as the thing beyond **your** reasonable control lasts.

12.2 Events beyond **Amanda's** control

- (1) If a something beyond **Amanda's** reasonable control happens, which **Amanda** is not reasonably able to avoid or overcome, which makes **Amanda** breach this **agreement**, then:

- (a) **Amanda** must notify **you** promptly, giving reasonable details; and
 - (b) **Amanda** must use reasonable endeavours to bring the breach to an end; and
 - (c) **you** must still pay all **invoices** by the due date specified on the **invoice**; and
 - (d) **you** must excuse the breach from the time **Amanda** notifies **you**, for as long as the thing beyond **Amanda's** reasonable control lasts.
- (2) In an event beyond **Amanda's** control arising in response to a declaration of a High Risk or Emergency Operating State (as defined by the **Wholesale Electricity Market Rules**):
- (a) **Amanda** may direct **you** to reduce electricity consumption from the electricity network operated by **Western Power** to the minimum level required for safety at **your sites**, or to stop electricity consumption, and **you** must do so; and
 - (b) If the High Risk or Emergency Operating State continues for more than 24 hours and results in materially increased wholesale electricity prices, **Amanda** and **you** will cooperate to agree an alternative pricing arrangement for the duration of the event. In the absence of such agreement being reached within 3 **business days**, either **Amanda** or **you** may immediately end this **agreement** by providing to the other a written notice and clause 18 will apply.

13. Protected rights and liability

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

In order to sell electricity to **you**, **Amanda** has an **Electricity Transfer Access Contract** with **Western Power** to transmit the electricity through the electricity network.

You acknowledge that a variety of factors may influence the supply of electricity to **you**, including events and constraints in **Western Power's** equipment or **Western Power's** network, equipment failures, weather, accidents and third party acts.

Accordingly, **Amanda** cannot control the quality, frequency or continuity of electricity being supplied to **you** through the electricity network and cannot guarantee the electricity will be free from surges or interruptions.

As a result, **Amanda** is not liable to **you** for any liability whatsoever (including any **excluded loss**) **you** may incur in connection with any failure or disruption in the quantity, quality, frequency or continuity of, or any surges or interruptions in, electricity supply. It is **your** responsibility to sufficiently protect **your** goods and equipment or to make suitable alternative arrangements to mitigate **your** loss arising from any disruption, surges or interruptions in electricity supply.

13.2 **Amanda's** cap on liability

Amanda's liability is limited to the maximum extent permitted by law. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, **Amanda's** liability for breach of this **agreement** is limited to (at **Amanda's** option):

- (1) in the case of goods being electricity:
 - (a) the replacement of the electricity or the supply of equivalent electricity; or
 - (b) the payment of the cost of replacing the electricity or of acquiring equivalent electricity; or

- (2) in the case of services:
- (a) the supply of the service again; or
 - (b) the payment of the cost of having the services supplied again.

13.3 Excluded loss

Except to the extent that liability cannot lawfully be excluded, neither **Amanda** nor **you** are liable for any **excluded loss** however caused, including without limitation, through breach of contract, in tort (including negligence), in equity, or for breach of statute.

13.4 **Your** liability to **Amanda**

- (1) **You** will indemnify **Amanda** and each **indemnatee** against any liability to any person, which arises in connection with any interference with or damage to **your equipment** or the **electricity supply equipment** by **you** or any of **your** employees, contractors, or agents.
- (2) **You** will indemnify **Amanda** and each **indemnatee** against any liability to:
 - (a) any of **your** employees, contractors, or agents; or
 - (b) any third person who acquires goods or services directly or indirectly from **you**,

in respect of any liability arising out of or connected with the **agreement**, including anything arising out of or connected with any failure or disruption in the quantity, quality, frequency, or continuity of, or any surges or interruptions in, electricity supply, except to the extent that the liability arises as a result of **Amanda's** wilful default.

13.5 Limitation in relation to consumer guarantees

If **you** are a **consumer**, **Amanda** may be taken to have given **you** certain consumer guarantees under the **Australian Consumer Law** about the supply of goods (including electricity) or services to **you**. If **Amanda** fails to comply with those consumer guarantees, then **you** may have

statutory rights against **Amanda** under the **Australian Consumer Law** that **Amanda** is prohibited by law from excluding, restricting, or modifying.

Nothing in the **agreement** is to be taken to exclude, restrict or modify:

- (1) any rights of recovery or to compensation **you** may have under the **Australian Consumer Law** (including in relation to **excluded loss**); or
- (2) any other rights of recovery or to compensation **you** may have under law; or
- (3) any other condition, warranty, or guarantee (including the application of any consumer guarantee under the **Australian Consumer Law**),

to the extent that **Amanda** is prohibited by law from excluding, restricting, or modifying them.

All other conditions, warranties and guarantees (including any rights of recovery or to compensation), whether or not implied by law, are, to the extent permitted by law, excluded.

14. Operation of the electricity network

The electricity network is operated by the network operator (**Western Power**) and **Amanda** cannot control the way in which **Western Power** operates the electricity network.

If **you** raise a concern with **Amanda** about **your** electricity supply **Amanda** may forward **your** concerns to **Western Power**.

You may be eligible for a payment from **Western Power** in certain circumstances related to a failure in the supply of electricity under the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.

You can obtain more information about this payment by contacting **Amanda** or **Western Power**.

15. Privacy and personal information

Amanda respects **you** privacy and will only use and disclose **you** personal information as permitted by the Privacy Act 1988 (Cth) and in accordance with **Amanda's privacy policy**. **Amanda** will otherwise comply with all relevant privacy legislation in relation to **you** personal information.

The **agreement** and all pricing information are confidential, and **you** must not disclose the terms of the **agreement** (including pricing information) to any person without the prior written consent of **Amanda**.

Unless **Amanda** is permitted to do otherwise under this **agreement**, **Amanda** will keep **you** information confidential. In particular **Amanda** will keep **you** information confidential unless:

- (1) **Amanda** has **you** prior written consent; or
- (2) disclosure is required by law, **Amanda's regulatory requirements**, by a court or by the rules of a recognised stock exchange; or
- (3) **Amanda** discloses **you** information to any person (including any officer, employee, contractor, legal or other professional adviser or consultant, insurer, financier, third party service provider or related corporation of **Amanda** or any of its related corporations), to the extent reasonably necessary for **Amanda** to evaluate, negotiate, exercise its rights, or perform the **agreement** or to obtain advice, insurance, finance or other goods or services in relation to the **agreement**; or
- (4) the information is already in the public domain; or
- (5) **Amanda** believes **you** have used electricity illegally and, as a result, **Amanda** provides relevant information to the Economic Regulation Authority or the Director of Energy Safety; or
- (6) **Amanda** uses the information for business purposes; or

(7) **you** have not paid **you** electricity bill, and **Amanda** discloses information to a credit reporting agency, but **Amanda** will not provide information about a default to a credit reporting agency if:

- (a) **you** have made a complaint in good faith about the default and the complaint has not been resolved; or
- (b) **you** have requested **Amanda** to review **you** electricity bill and the review is not yet completed.

You agree to the above arrangements, including to the terms of **Amanda's privacy policy** and any use or disclosure of **you** information which is required or permitted by the **agreement**, **Amanda's privacy policy**, applicable privacy laws or any other law.

16. Complaints

You may make a complaint to **Amanda** about anything **Amanda** has done or has failed to do. **Amanda** will manage any complaint in accordance with **Amanda's Complaints Handling Process**.

If **you** are unhappy with **Amanda's** response, **you** may make a complaint to a higher level within **Amanda's** organisation. If **you** are still unhappy with **Amanda's** response, then **you** may refer the complaint to the Energy And Water Ombudsman (**you** should give **Amanda** the opportunity to respond to **you** complaint before **you** refer it to the Energy And Water Ombudsman).

You can contact **Amanda** or visit **Amanda's** website for further information about **Amanda's Complaints Handling Process** and the Energy And Water Ombudsman.

17. Information and notices

17.1 **Amanda** will provide **you** with information

If **you** wish to obtain further information about the **agreement** or the supply of electricity, please contact **Amanda**.

17.2 **You** must provide **Amanda** with information

You must advise **Amanda** as soon as possible if:

- (1) there is a change in **your** contact details or the address to which **your invoices** or other notices are to be sent, or **you** move out of a **site**; or
- (2) **you** change something at the **sites** which makes **Amanda's** access to the **meter** more difficult; or
- (3) **you** become aware of any problem with the **electricity supply equipment** which is at or reasonably close to, the **sites**.

17.3 Notices

Any notice or other communication given under this **agreement**:

- (1) must be in writing; and
- (2) subject to clause 17.3(3), is taken to be received:
 - (a) in the case of hand delivery, on the date of delivery; and
 - (b) in the case of post, on the second **business day** after posting; and
 - (c) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (d) in the case of email, on the date on which the recipient or the recipient's computer or other device acknowledges that the e-mail was successfully received; and
- (3) 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**.
- (4) Notices to **you** must be delivered to one or more of the addresses in the **particulars of agreement**.

- (5) Notices to **Amanda** must be delivered to one or more of the following addresses;

Postal address: PO Box 867, Cottesloe
WA 6911 Australia

Hand delivery: 11/100 Stirling Highway,
North Fremantle WA
6159 Australia

Facsimile: (08) 6311 7348

Email: office@amandaenergy.com.au

17.4 Electronic communication

- (1) **Amanda** can use electronic communication (such as e-mail or SMS) to give information to **you**.
- (2) **Amanda** can decide procedures as to how electronic communication will operate and what things can be communicated electronically.

18. End date and ending the agreement

18.1 When the **agreement** ends

- (1) Subject to clause 19, the **agreement** will end automatically on the **end date** without any requirement of either **you** or **Amanda** to give notice of the **agreement** coming to an end.

18.2 Early termination and moving out of a **site**

- (1) **You** can end this **agreement** before the **end date** if **you** provide **Amanda** not less than 5 days notice of termination before the day on which **you** want this **agreement** to end.
- (2) If **you** move out of a **site** and no longer wish to obtain electricity supply at that **site**, **you** must give **Amanda** notice at least 5 days before **you** move out and of an address where a final **invoice** can be sent.
- (3) If **you** give notice in accordance with clause 18.2(1) or you give notice in accordance with clause 18.2(2) in respect of all the **sites**, the **agreement** will end on the date **you** specify in the notice. If **you** do not specify a date in the notice or **you** do not give 5 days'

notice, then the **agreement** will end 5 days after the notice is given.

- (4) If **you** end the **agreement** before the **end date** (other than under clause 18.4) or **Amanda** ends the **agreement** under clause 18.3, then **you** must pay **Amanda** the **early termination fee** within 7 days of receiving the final **invoice**.
- (5) If **you** give notice in accordance with clause 18.2(2) in respect of some but not all **sites**, or **you** move out of some of the **sites** but do not give notice in accordance with clause 18.2(2) then **you** must pay **Amanda** the **early termination fee** in respect of those **sites** within 7 days of receiving the final **invoice** for those **sites**.

18.3 When **Amanda** can end the **agreement**

Amanda can end the **agreement** by giving **you** notice to take effect immediately if:

- (1) **You** become insolvent (as defined in the Corporations Act 2001 (Cth)); or
- (2) **You** have a liquidator appointed; or
- (3) **You** become bankrupt (as defined in the Bankruptcy Act 1966 (Cth)); or
- (4) **You** breach any of **your** obligations under the **agreement**; or
- (5) **Amanda** is entitled to disconnect **your** electricity supply under clause 11.3; or
- (6) An event beyond **Amanda's** control clause 12.2 is invoked; or
- (7) **You** consume more than 160 MWh of electricity in any period of 12 months.

18.4 When **you** can end the **agreement**

You can end the **agreement** by giving notice to **Amanda** to take effect immediately if **Amanda**:

- (1) breaches a material obligation under the **agreement**; and

- (2) fails to remedy that breach within 14 days of receiving a notice from **you** requiring the breach to be remedied; or
- (3) an event beyond **Amanda's** control clause 12.2 is invoked.

18.5 What happens after the **agreement** ends

If the **agreement** ends:

- (1) **you** will remain liable to pay any outstanding payments to **Amanda** and **Amanda** will have no further obligation to supply electricity to **you**; and
- (2) if **Amanda** continues to supply, and **you** continue to use, electricity at the **sites**:
 - (a) the **agreement** will continue to apply except that the **charges you** must pay will be the greater of:
 - (i) the amounts that **Amanda** charges similarly situated customers for the supply of electricity during the applicable periods that **you** use electricity; or
 - (ii) the **charges** in this **agreement**; and
 - (b) **Amanda** may cease supply of electricity to the **sites** after the **end date** after giving 5 days written notice to **you**; and
- (3) **Amanda** may arrange for a final **meter** reading and for disconnection; and
- (4) **Amanda** may issue a final **invoice** to **you**; and
- (5) if **you** give notice as described in clause 18.2(2) and **you** move out of the **site** at the time specified in the notice, **Amanda** will arrange a final **meter** reading on the day that **you** move out of the **site** and issue a final **invoice** to **you**. In that case, **you** are only required to pay for electricity used up to the day that **you** move out of the **site**; and

- (6) if **you** give notice as described in clause 18.2(2) and **you** move out of the **site** before the time specified in the notice then **you** must pay for electricity up to the time specified in the notice unless **you** have demonstrated to **Amanda** that **you** were evicted from the **site** or were otherwise required to vacate the **site** in which case **you** will be required to pay for electricity consumed up to the date on which **you** gave **Amanda** notice; and
- (7) if **you** move out of a **site** and a new customer enters into an agreement for supply of electricity for that **site**, **Amanda** will not require **you** to pay for electricity used at the **site** from the time that the new customer has an obligation to pay for electricity supply at the **site**; and
- (8) **Amanda** can charge **you** a fee for the final **meter** reading, and disconnection; and
- (9) if for any reason a final **meter** reading is not carried out on the day the **agreement** ends or the day **you** move out of the **site**, **Amanda** will estimate, using an estimation method consistent with a method in the *Electricity Industry (Metering) Code 2012*, how much electricity **you** used up to the day **you** are required to pay for electricity used at the **site**; and
- (10) **Amanda** can ask **Western Power** to remove the **electricity supply equipment** at any time and **you** must let **Western Power** have safe and unrestricted access to the **sites** to allow **Western Power** to do so.

If **you** give notice in accordance with clause 18.2(2) in respect of some but not all **sites**, the provisions of this clause 18.5 apply in relation to the **sites** specified in the notice.

19. Agreement Renewal

19.1 Terms of automatic renewal

Subject to the conditions under this clause 19, the **agreement** will automatically renew on the day after the **end date**:

- (1) on the latest **terms and conditions**; and
- (2) incorporating the new **charges**; and
- (3) continuing until the new **end date**, set out in the **renewal notice**.

19.2 Renewal notice

At least 20 **business days** before the **end date** (but not more than 40 **business days** before the **end date**), **Amanda** will send **you** a written notice:

- (1) alerting **you** to the approaching **end date**; and
- (2) reminding **you** that the **agreement** will automatically renew under clause 19 unless **you** notify **Amanda** otherwise; and
- (3) stating the new **charges** and the new **end date** that will apply to the **agreement** upon its renewal; and
- (4) including the then latest version of these **terms and conditions**.

Amanda is not required to issue the **renewal notice** under clause 19 if **you** have already entered into a new agreement with **Amanda** for the supply of electricity to the **sites** from the **end date** or **you** have already notified **Amanda** that you want the **agreement** to end on the **end date**.

19.3 Response to the renewal notice

- (1) **You** may notify **Amanda** that **you** do not accept the automatic renewal as set out in the **renewal notice** at any time after receipt of the **renewal notice** and no later than five days before the **end date**. If **you** do so, the **agreement** will not automatically renew and will end on the **end date**.
- (2) If by the **end date**, **you** notify **Amanda** that **you** intend to enter into a new **agreement** with **Amanda** for the supply of electricity to the **sites** but **you** and **Amanda** have not yet entered into the new **agreement**, then:
 - (a) **Amanda** will continue to supply **you** with electricity at the **sites** pursuant to clause 18.5(2), until

another arrangement is agreed by **you** and **Amanda**; and

- (b) this **agreement** ends when the cooling off period (if any) of the new agreement ends.

20. Security for payment of invoices

- (1) **Amanda** cannot require security if **you** are a residential customer. This clause 20 only applies if **you** are a business customer.
- (2) **Amanda** may only require that **you** provide security as set out in this clause 20 upon the occurrence of any of the following events:
- (a) **you** have not paid an amount due under the **agreement**, unless **you** have disputed the **invoice** related to that amount and the **invoice** is subject to review by **Amanda** or a complaint to the Energy and Water Ombudsman; or
- (b) within 2 years before entering into the **agreement**, **you**:
- (i) fraudulently obtained the supply of electricity ; or
- (ii) consumed electricity intentionally and unlawfully; or
- (c) **Amanda** reasonably decides that **you** have an unsatisfactory credit history or an unsatisfactory history relating to paying for electricity supplied to **you**.
- (3) If **Amanda** requires **you** to provide security, usually, **Amanda** will require **you** to provide security in the form of a cash deposit or a bank guarantee.
- (4) If **Amanda** can require **you** to provide security to **Amanda** under the **agreement**, **you** must provide **Amanda** with permission to investigate **your** credit history and must provide **Amanda** with any information held by **you** about **your** credit history.

- (5) **Amanda** will inform **you** of a decision by **Amanda** under clause 20(2)(c) and the reasons for that decision. **You** may make a complaint and obtain further information about **Amanda's Complaints Handling Process** and the Energy and Water Ombudsman as referred to in clause 16.

- (6) In the event **Amanda** requires that **you** provide security then **you** must:

- (a) provide the security in an amount no more than 37.5% of **your** estimated invoices over a 12 month period calculated based on **your** historic invoicing data or the average consumption of electricity by a similar customer over a comparable 12 month period; and
- (b) meet **your** security obligation either by providing:
- (i) a cash deposit to **Amanda**; or
- (ii) a bank guarantee to **Amanda** on terms and by a financial institution acceptable to **Amanda**, guaranteeing **your** performance of **your** obligations under the **agreement**; and
- (c) provide the security within 5 business days of receipt of **Amanda's** notice requiring the provision of the security.

- (7) In the event **you** provide security , then:

- (a) **Amanda** will keep the security in a trust account and identify it separately in **Amanda's** accounting records; and
- (b) interest will accrue daily at the **bank bill swap rate** (as defined in the **Customer Contracts Regulations**) and is capitalised every 90 days unless paid. **Amanda**

- will advise **you** of the **bank bill swap rate** if requested; and
- (c) **Amanda** will only use **your** security, together with any accrued interest, to offset, in full or partially, any amount **you** owe **Amanda** if:
- (i) **Amanda** has disconnected **your** electricity supply because **you** failed to pay an **invoice** and **you** no longer have any right to reconnection of **your** electricity supply under this **agreement**; or
- (ii) the amount **you** owe **Amanda** relates to a final **invoice** issued to you under this **agreement**.
- (d) If **Amanda** uses **your** security in accordance with clause 20(7)(c), **Amanda** will provide **you** with a written statement of how the security was applied and will repay **you** the balance of the security (if any) within 10 **business days**.
- (8) If **you** have provided security to **Amanda**, then subject to clause 20(7)(c) and 20(7)(d), **Amanda** will return the balance of the security and any interest accrued to **you**, in accordance with **your** reasonable instructions, within 10 **business days** after:
- (a) **you** have completed 2 years of payments for the supply of electricity by the due dates specified in the relevant **invoices**; or
- (b) **you** move out of the **sites**; or
- (c) **Amanda** disconnects **your** electricity supply at the **sites** at **your** request; or
- (d) **you** transfer to another **licensed retailer**.
- (9) If **you** do not give **Amanda** reasonable instructions under clause 20(8), **Amanda** will credit the relevant amount to your next **invoice** if clause 20(8)(a) applies or otherwise to your final **invoice**.
- (10) **Amanda's** rights as set out in this clause are in addition and without prejudice to its rights under clause 18.3 of the **agreement**.
- 21. Goods and Services Tax (GST)**
- All sums payable, or consideration to be provided, under the **agreement** are expressed exclusive of GST.
- 22. Miscellaneous**
- 22.1 Amendments to agreement**
- Amanda** can change these **terms and conditions** from time to time, without **your** consent, subject to those changes being approved by the Economic Regulation Authority, in which case **your agreement** will be deemed to be automatically amended to reflect those changes. Any changes to these **terms and conditions** will be published as required by the Economic Regulation Authority.
- 22.2 Application of laws**
- Nothing in this **agreement** limits or excludes the rights, powers, and remedies that **Amanda** has at law or in equity. The **agreement** also does not in any way limit **Amanda's** obligation to comply with its **regulatory requirements**.
- 22.3 Assignment**
- (1) **You** may not assign this **agreement** without **Amanda's** prior written consent.
- (2) **Amanda** may assign, or otherwise dispose of the whole or any part of **Amanda's** interest in this **agreement** to a person who acquires all or a substantial portion of the assets of **Amanda's** business of retailing energy, or another **licensed retailer**, without **your** prior consent.

22.4 Co-operation with **Western Power**

You agree to:

- (1) allow **Amanda** to give **Western Power** **your** details; and
- (2) co-operate with **Western Power** in relation to:
 - (a) connecting **your sites** to the distribution system; and
 - (b) **Western Power's** activities in relation to the inspection or maintenance of the **electricity supply equipment**.

22.5 Dispute resolution

- (1) If a dispute arises between **you** and **Amanda** both agree to cooperate with each other and use reasonable endeavours to resolve any disagreements quickly and amicably.
- (2) In the event of a dispute arising in relation to this **agreement**, **you** and **Amanda** agree to the following process:
 - (a) The party claiming that there is a dispute will deliver to the other party a written notice specifying the dispute and the required remedy; and
 - (b) Representatives of the parties must meet within 15 **business days** after the notice is delivered and use reasonable endeavours acting in good faith to resolve the dispute by direct negotiation.

22.6 Effect of invalid terms

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

22.7 Entire Agreement

The terms and conditions set out expressly (or by statutory implication) in this **agreement** comprise the whole of the agreement between **you** and **Amanda**.

22.8 Fraudulent or illegal consumption of electricity

If **you** have consumed electricity fraudulently or not in accordance with applicable law, **Amanda** may recover from **you** any amount which **Amanda** reasonably estimates constitutes the amount by which **Amanda** have not **charged** or undercharged **you**.

22.9 Governing Law

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

22.10 Survival upon termination

Clauses 4 (Fees and **Charges**), 7 (**Invoices**), 8.2 (Undercharging), 10 (Access), 13.4 (Your liability to **Amanda**), 15 (Privacy and Personal Information), 17 (Information and Notices), 20 (Security for payment of **invoices**), 22.9 (Governing Law) and 22.8 (Fraudulent or illegal consumption of electricity) will survive upon termination.

22.11 Waiver of rights

If **Amanda** does not exercise **Amanda's** rights under this **agreement** it will not constitute a waiver of those rights.

23. Definitions and Interpretation

23.1 Definitions

In these **terms and conditions** and the **particulars of agreement**, unless the context otherwise requires:

AEMO means the Australian Energy Market Operator Limited.

agreement means this agreement which comprises the **particulars of agreement** and the **terms and conditions**.

Amanda means Amanda Energy Pty Ltd, ACN 163 376 163, trading as Amanda Energy Solutions.

Annual Contract Quantity or **Annual Contract Quantity (Peak)** or **Annual Contract Quantity (Off Peak)** means the amount of electricity specified (in **kWhs**) in the **particulars of agreement**

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).

benefit change means a change to, or the expiry of, a benefit (such as a price discount) provided under the **agreement to you** for a period of time that ends earlier than the **end date**.

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

charges means the **charges** specified in the **particulars of agreement** and clause 4. The **charges** include the:

- (1) **electricity prices** per kilowatt hour (kWh) for **peak** and **off-peak** electricity, described in the **particulars of agreement**; and
- (2) **daily supply charge** the charge per day for the number of days in the invoicing period multiplied by the number of **meters** described in the **particulars of agreement**; and
- (3) **loss factor adjustment – peak** the estimation of the transmission and distribution losses between the reference node and **your** connection point during **peak** times expressed in kWh; and
- (4) **loss factor adjustment – off peak** the estimation of the transmission and distribution losses between the reference node and **your** connection point during off **peak** times expressed in kWh; and
- (5) **Network charge** the **charges** set by **Western Power** for the distribution and transmission of electricity, the reference

tariffs typically containing set costs and variable costs.; and

- (6) **Capacity charge** is the Individual Reserve Capacity Requirement (IRCR) for a customer, calculated by the AEMO in accordance with the **Wholesale Electricity Market Rules**. The annual cost is apportioned to the number of supply days on an **invoice**; and
- (7) **Renewable Energy Certificate (REC) charges** means all **charges** incurred by **Amanda** in respect of meeting its obligations under the Renewable Energy (Electricity) Act 2000 (Cth) in particular the purchase and surrender of STCs and LGCs. **REC charges** are calculated by reference to the REC market price of LGCs and STCs, renewable power percentage and small-scale technology percentage published by the **Clean Energy Regulator (CER)**. The quantity is determined by the **CER** and the price is determined as the market price as paid by **Amanda** from time to time:
 - (a) Large-scale Generation Certificate (LGC): means a certificate created under the Renewable Energy Act, Part 2, Division 4, Subdivision A
 - (b) Small-scale Technology Certificate (STC): means a certificate created under the Renewable Energy Act, Part 2, Division 4, Subdivision BA; and
- (8) **Ancillary service fee charge** Ancillary Services are required to maintain power system security and reliability, facilitate orderly trading in electricity and ensure that electricity supplies are of acceptable quality. The AEMO requirements for ancillary services charge and the settlement reconciliation charges and rebates are charged per kWh; and
- (9) **Market fees charge** include the AEMO WEM Market Operator fee, AEMO WEM System Management fee, Economic Regulation Authority WEM fee, Energy Policy WA coordinator fee, and are charged per kWh.

Clean Energy Regulator (CER) means the federal government body responsible for accelerating carbon abatement for Australia through the administration of the National Greenhouse and Energy Reporting scheme, Renewable Energy Target, and the Emissions Reduction Fund.

Complaints Handling Process means the policy describing the process to be followed by **Amanda** in responding to a complaint by **you** and which can be obtained from **Amanda's** website.

consumer has the meaning given in the Competition and Consumer Act 2010 (Cth) or similar state laws such as the Fair Trading Act 1987 (WA).

contract year means any period of twelve (12) months beginning on the date of commencement of the **agreement** or on any anniversary of that date with the last **contract year** being the period from the end of the immediately preceding **contract year** to the **end date** of the **agreement**.

CPI means the Consumer Price Index for Perth, Western Australia (All Groups) published by the Australian Bureau of Statistics.

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

customer transfer code means the Electricity Industry Customer transfer code 2004 (WA).

Director of Energy Safety means the position referred to in the *Energy Coordination Act 1994*, section 5.

early termination fee means a fee equal to the greater of:

- (1) 10% of **your** average total **invoice** value over the previous 12 months multiplied by the number of months remaining until the **end date** (including the month in which the **agreement** ends); and
- (2) 10% of the total **invoice** value for the previous **invoice**, divided by the number of days in the **invoicing cycle** for that **invoice** and then multiplied by the number of days

remaining until the **end date** (including the day on which the **agreement** ends).

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

Electricity Transfer Access Contract means the access contract as defined in the Electricity Networks Access Code 2004 (WA) between **Amanda** and **Western Power** for the provision of and access to network services.

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.

end date means the **end date** of the **agreement** specified in the **particulars of agreement** or **renewal notice**.

excluded loss means any loss, damage, **charge**, claim or liability of any nature, and howsoever caused, that constitutes or relates to:

- (1) business interruption; or
- (2) anticipated savings; or
- (3) loss of revenue or profits; or
- (4) loss of an opportunity; or
- (5) liability to other people under contracts or otherwise; or
- (6) special or punitive damages; or
- (7) loss emerging from any disconnection of electricity under this **agreement**; or
- (8) any other indirect or consequential loss or damage however categorised;

whether or not in the reasonable contemplation of **you** or **Amanda** but does not include **your** liability to **Western Power** or the payment by **you** of the **charges**, the **early termination fee**, or any fees or other amounts payable by **you** under clauses 6.2, 7.4(a), 7.4(c), 7.4(2), 11.1, 11.5(2)(a), 11.5(2)(b), 11.6(2), 13.4 and 18.5.

flat electricity price means the electricity price specified in the **particulars of agreement**. A **flat electricity price** is determined as such if the **peak electricity price** and **off peak electricity price** specified in the particulars of **agreement** are the same amount.

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

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time or any replacement or other relevant legislation and regulations

Indemnitee means any of **Amanda** and its related bodies corporate, and any employee, contractor or agent of **Amanda** or any related body corporate.

invoice means the invoice **Amanda** endeavours to send **you** at approximately the end of each **invoicing cycle**.

invoicing cycle means the regular recurrent period in which **you** receive an **invoice** from **Amanda**.

kWh means kilowatt-hour, an energy unit defined as the energy consumed by power consumption of 1 kilowatt during 1 hour.

licensed retailer means a person who holds an electricity retail licence issued under the Electricity Industry Act 2004 (WA).

material adverse event means one or more acts, events or circumstances which increase **Amanda's** costs of performing its obligations under this **agreement** by 5% or more.

material adverse event adjustment is defined in clause 5.4(1)(b).

material adverse event adjustment date is defined in clause 5.4(1)(c).

meter means the equipment used to measure the volume of electricity that **Amanda** sells to **you** under the **agreement**.

minimum quantity kWh charge means the minimum amount payable by **you** for the electricity portion of **your invoice** for the relevant **contract year** and is calculated as follows (as applicable):

$$MQ = PR \times ([ACQp \times P] + [ACPop \times OP])$$

Or (where a **flat electricity price** is specified in the **particulars of agreement**)

$$MQ = PR \times ACQ \times F$$

Where:

ACQ means the **Annual Contract Quantity** specified in the **particulars of agreement**;

ACQop means the **Annual Contract Quantity (Off Peak)** specified in the **particulars of agreement**;

ACQp means the **Annual Contract Quantity (Peak)** specified in the **particulars of agreement**;

F means the **flat electricity price**;

MQ means the **minimum quantity kWh charge** payable by **you**;

OP means the **off peak electricity price**;

P means the **peak electricity price**;

PR means the minimum annual **invoice** percentage specified in the **particulars of agreement**

off peak means a period that is not a **peak** period.

off peak electricity price means the **charge** for electricity as specified in the **particulars of agreement**

particulars of agreement means the Electricity Supply Agreement Particulars of agreement that **you** have signed, verbally accepted or accepted online to enter into this **agreement**.

peak means a period between 08:00 to 22:00 on any Monday, Tuesday, Wednesday, Thursday, or Friday.

peak electricity price means the charge for electricity as specified in the **particulars of agreement**.

privacy policy means **Amanda's** published policy in force from time to time (as amended or replaced by **Amanda** from time to time) specifying the steps taken by **Amanda** to maintain customer confidentiality and which can be obtained on request, without charge, from **Amanda's** customer centre or from **Amanda's** website.

quarter means a period of three consecutive months commencing on 1 January, 1 April, 1 July, or 1 October in any calendar year.

regulatory requirement means all requirements arising under any law or any instrument of regulation which regulates or otherwise impacts all or any part or aspect of the electricity industry in Western Australia or, if applicable, Australia, or that impacts, in any way, **Amanda's** rights or obligations under this **agreement**, and includes the **customer transfer code** and **Amanda's** electricity retail licence.

reminder notice means a notice in writing that **Amanda** issues to **you** advising that **you** have not paid **your invoice** and explaining how **Amanda** may assist **you** if **you** are experiencing payment difficulties.

renewal notice means the **notice** issued by **Amanda** under clause 19.2.

sites means the address to which electricity will be supplied to **you** under the **agreement** as specified in the **particulars of agreement**.

Small Use Customer Code means the code of conduct for the supply of electricity to small use customers 2022 (WA) in force from time to time.

terms and conditions mean these standard form contract terms and conditions, having the version number and date shown at the beginning of this document.

Total quantity kWh charges means the sum of the quantity of **kWh** charged to **you** in a **contract year** as calculated in accordance with clause 4(6)(c).

Western Power is a trading name of the Electricity Networks Corporation, ABN 18 540 492 861, a Western Australian state government-owned corporation, engaged in the maintenance and operation of the South West Interconnected Network (as described in the Electricity Industry Act 2004 (WA)), and is the Network Operator.

Wholesale Electricity Market Rules or **WEM Rules** means the **Wholesale Electricity Market Rules** established under the Electricity Industry (Wholesale Electricity Market) Regulations 2004 (WA).

you or **your** means the person to whom electricity will be supplied under the **agreement**.

your equipment means all wiring and other equipment located at the **sites** which is used to take supply of or consume electricity except any **electricity supply equipment**.

23.2 Interpretation

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

- (1) the singular includes the plural and vice versa;
- (2) a reference to a person includes a reference to an individual, a body corporate, a trust, a partnership, a joint venture, an unincorporated body or other entity and that person's successors and permitted assigns and a person who novates this **agreement**;
- (3) a reference to a clause is a reference to a clause of these **terms and conditions**;
- (4) a reference to a document includes a variation or replacement of it;
- (5) a heading is for convenience only and does not affect the interpretation of the **agreement**;

- (6) the word "under" includes by, by virtue of, pursuant to, and in accordance with;
- (7) a reference to a statute includes its subordinate legislation and a modification or re-enactment of either;
- (8) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (9) the word "includes" is not a word of limitation and does not restrict the interpretation of a word or phrase in the **agreement**;
- (10) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (11) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (12) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (13) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (14) if the date on which a thing must be done is not a **business day**, then the thing must be done on the next **business day**; and
- (15) a reference to currency is to the Australian currency.

Contact Amanda Energy Solutions

To report an electricity fault, interruption or **emergency** call 13 13 51

If **you** have any questions regarding **your** electricity supply, **you** can contact **Amanda**.

By phone: (during business hours)

(08) 9430 7048

By fax:

(08) 6311 7348

By post:

PO Box 867, Cottesloe WA 6911, Australia

In person (registered office address):

11/100 Stirling Hwy, North Fremantle WA 6159

By email:

office@amandaenergy.com.au

Website:

www.amandaenergy.com.au