



Gas Supply Agreement Terms and Conditions (Standard Form contract – Business customers only)

Unsolicited consumer agreements

Further information about **unsolicited consumer agreements**

The **Australian Consumer Law** sets out when an agreement is an “**unsolicited consumer agreement**”. If **you** would like more information about **unsolicited consumer agreements**, **you** should speak to the Australian Competition and Consumer Commission.

If **you** would like advice about whether **your** agreement with Amanda Energy is an **unsolicited consumer agreement**, **you** should speak to a lawyer.

For **your** information, **we** have set out the following guidelines about when an agreement may be an **unsolicited consumer agreement**.

Guidelines about when **your** agreement with Amanda Energy may be an **unsolicited consumer agreement**.

1. This agreement may be an **unsolicited consumer agreement** if it is made as a result of negotiations between **you** and Amanda Energy:
 - a. in each other’s presence at a place other than Amanda Energy’s business or trade premises or by telephone; and
 - b. **you** did not invite Amanda Energy to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of the goods or services supplied under this agreement (whether or not **you** made such an invitation in relation to a different supply).
2. **You** are not a consumer, and this agreement is not an **unsolicited consumer agreement**, if **you** acquired the goods, or held **yourself** out as acquiring the goods:
 - a. for the purpose of re-supply; or
 - b. for the purpose of using them up or transforming them, in trade or commerce:
 - i. in the course of a process of production or manufacture; or
 - ii. in the course of repairing or treating other goods or fixtures on land.
3. The **Australian Consumer Law** and the regulations supporting it set out other circumstances in which an agreement may be an **unsolicited consumer agreement** and also provide a number of exceptions and further detail relating to the above information.

Agreement

1. What these terms and conditions are about

These are the terms and conditions forming part of the legally binding **contract** for **us** to sell **you** gas at the **supply address**, and for **you** to pay **us** for that gas.

Subject to all relevant **laws**, these terms and conditions set out our rights and obligations and **your** rights and obligations regarding that sale.

{Note: In this document **we** use **bold** to show **you** that some terms are defined in clause 33.4}.

2. We will sell you gas

- 2.1 Gas supply

We will sell **you** gas on these terms and conditions. These terms and conditions allow **us** to arrange for **your** gas supply to be turned off or reduced in some situations.

We may require **you** to provide acceptable identification [as defined in the **relevant regulations**] before **we** agree to sell **you** gas on these terms and conditions.

- 2.2 Service standards

We will supply gas to **you** in accordance with the standards of service set out in:

- a. where applicable to you, **relevant regulations** (including the standards of services set out in Part 5 of the *Energy Coordination (Customer Contracts) Regulations 2004* (WA)) and **relevant codes**; and
- b. our obligations under all relevant **laws**.

The **relevant regulations** and **relevant codes** provide regulatory protections for small use customers. Whether you are a small use customer is determined by the **relevant regulations**. Currently you are a small use customer if your consumption of gas is less than 1 terajoule per year.

- 2.3 Entering a **supply address**

In relation to a new gas connection, **you** will be charged for gas supplied at the **supply address** from the date and time that **we** first commence gas supply to the **supply address**. In relation to an existing gas connection, if a final **meter** reading has not been carried out on the day the previous customer left the **supply address**, **we** will estimate **your** gas usage and the

previous customer's gas usage and will endeavour to fairly share the charges between **you** and the previous customer.

3. Prices and fees

3.1 **You** will pay the price listed in the **Particulars of Contract**, which is a (non-residential) supply charge. **You** must pay a non-residential price unless **you** consume gas solely for domestic use. Unless otherwise specified in the **Particulars of Contract**, the price includes a fixed component and a usage component relating to the quantity of gas consumed by **you**. The price will not exceed the maximum price permitted by the **Gas Tariffs Regulations**, where applicable.

3.2 You must also pay fees

You must pay any **fees** which apply to **you**, in addition to the price.

We can charge **you** the following **fees** :

- a. account application; and
- b. credit card payment; and
- c. dishonour;
- d. **carbon costs**; and
- e. retail market levy; and
- f. account administration; and
- g. bill copy; and
- h. **meter** testing [see clause 4.2]; and
- i. overdue notices [see clause 7.2]; and
- j. final **meter** readings [see clause 22.4]; and
- k. turning off **your** gas in some circumstances [see clauses 18.1, 18.2, 18.4, 18.7 and 18.8]; and
- l. turning **your** gas back on in some circumstances [see clauses 18.1, 18.2, 18.4, 18.7 and 18.8]; and
- m. removing or physically disconnecting the **meter** [see clause 20]; and
- n. replacing or physically reconnecting the **meter** [see clause 20]; and
- o. other non-standard connection costs.

If **we** charge a fee not listed in this clause, **we** will **publish** the **fees** and any variations [see clause 33.2 about how **we** **publish** things]

3.3 Changing prices and the fees

We can change the price or any fee, and add new **fees** or remove **fees**, from time to time in accordance with the **Gas Tariffs Regulations**. When **we** do so, **we** will **publish** the changed price or fee, or the new fee, and the date from which the change commences [see clause 33.2 about how **we** **publish** things].

3.4 Adjustment for changes in CPI

This clause only applies if the **Particulars of Contract** specify that CPI adjustment applies to the **contract**.

The price [including the daily and usage components of it] shall be redetermined on each **price adjustment date** by application of the following formula, calculated to 3 decimal places:

$$AP = BP \times \frac{CPI_n}{CPI_b}$$

AP means the adjusted price applying on and from the relevant **price adjustment date**;

BP means the price applying on the commencement date, as specified in the **Particulars of Contract**;

CPI means the Consumer Price Index for Perth, Western Australia [All Groups] published by the Australian Bureau of Statistics ["Bureau"] under Catalogue Number 6401.0 from time to time, or if the Consumer Price Index for Perth [All Groups] ceases to be published, the index substituted for it by the Bureau, and if no index is so substituted, such alternative index as **we** may select acting reasonably;

CPI_n means the CPI for the quarter ending immediately before the quarter preceding the relevant **price adjustment date**; and

CPI_b means the CPI for the quarter ending on the day that is twelve months prior to the quarter referred to in the definition of **CPI_n**.

Despite the earlier provisions of this clause 3.4, in no event shall the price reduce on and following a **price adjustment date** by force of this clause 3.4.

3.5 Adjustment for change in relevant taxes

If a change in a relevant tax occurs, or a new relevant tax is imposed, **we** may adjust the price [including any fixed component and usage component of it] to the extent necessary to reflect that proportion of the effect of that new or change in relevant tax which **we** estimate in good faith is fairly attributable to or payable by **you**, taking into account the amount of gas **we** supply to **you**.

3.6 Adjustments for change in law

If a change in law occurs, **we** may adjust the price [including the fixed component and usage component of it] to the extent necessary to put **us** into the position **we** would have been in under this **contract** had it not been for the change in law.

3.7 Adjustments for change in gas transportation costs

If a change in **gas transportation costs** occurs, or new **gas transportation costs** are imposed, **we** may adjust the price [including any fixed component or usage component of it] to the extent necessary to reflect that portion of the effect of the new or change in **gas transportation costs** which **we** determine is payable by **you** [on a basis which **we** consider to be reasonable and practicable].

3.8 Timing of adjustments

If **we** make an adjustment under clauses 3.3, 3.4, 3.5, 3.6 or 3.7:

- a. the adjustment takes effect on and from:
 - i. the date **we** publish the change in price or fee; or
 - ii. the **price adjustment date**; or
 - iii. the change in, or imposition of the new, relevant tax; or
 - iv. the change in law; or
 - v. the change in, or imposition of new, **gas transportation costs**,
[as the case may be] or such later date as **we** may decide; and
- b. **we** must notify **you** by email as soon as is practicable of the adjusted price or fee and the adjusted price or fee will replace the then current price or fee and be effective for all purposes under this **contract** with effect on and from the date referred to in clause 3.8a.

3.9 Benefit changes

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

- a. **we** 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 supply of gas after the date of the **benefit change**; and
- b. **we** will inform **you** of the matters in clause 3.9a by providing notice to **you** by email.

3.10 Material adverse event

- a. In addition to the other provisions of this clause 3, if, at any time there is a **material adverse event**, then **we** may give **you** notice advising that there has been a **material adverse event**. The notice will include:
 - i. Reasonable information relating to the **material adverse event** and the effect of that event on **us**;
 - ii. A proposed adjustment to any one or more of the prices or **fees** payable under these terms and conditions with the objective or preserving the commercial effect of the **contract** for **us** as it was immediately before the **material adverse event** (**material adverse event adjustment**);
 - iii. 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**).
- b. If **you** accept the **material adverse event adjustment**, or **you** do not respond within 10 **business days** of receiving the notice, this **contract** is amended as described in the notice from the **material event adjustment date**.
- c. If **you** confirm in writing that **you** do not accept the **material adverse event adjustment** within 10 **business days** of receiving the notice, then this **contract** end on the date specified in the notice and:
 - i. **We** will have no liability to **you** in connection with the election to terminate, including **your** costs of obtaining gas after termination; and
 - ii. an **early termination charge** is not payable.

4. How **we** calculate the amount of gas **you** have used

4.1 Metering

The **meter** measures the volume of gas **you** use, but **we** will bill **you** according to the amount of energy in gas **you** use.

{Volume is measured in cubic metres or cubic **feet**; energy is measured in **units**.}

Because gas is a naturally occurring substance, the amount of energy in a given volume of gas [called the "**heating value**"] changes from time to time. The **network operator** measures the **heating value** of gas at a number of places, and **we** will use those measurements to calculate the **heating value** of gas **you** use. Then, **we** will use that calculated **heating value** to convert the **meter's** volume reading into an energy value, measured in **units**.

We may also calculate consumption through the measurement of gas from a master **meter** and utilise other measurement devices to calculate bills for individual usage of a product [where required]. The reading on **your meter** is conclusive evidence of the volume of gas **you** have used, unless there is a metering inaccuracy.

We will base **your** bill on a **meter** reading, which will be read as frequently as is required, and in any event will be read at least once in any twelve (12) months.

If **we** or the **network operator** find that the **meter** is inaccurately measuring the volume of gas **you** use, **we** can arrange for the **meter** to be changed. There is no fee for this change.

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

You can ask to have **your meter** tested, to ensure it is measuring accurately. If it is measuring accurately, **you** must pay a **meter** testing fee. If it is not measuring accurately:

- a. **you** do not need to pay a **meter** testing fee; and
- b. the **network operator** will decide whether the **meter** needs to be repaired or replaced; and
- c. clause 7 explains how **we** will deal with any undercharging or overcharging caused by the inaccurate **meter**.

There is no fee for having an inaccurate **meter** repaired or replaced, unless **you** have damaged or interfered with the **network equipment**.

[By “accurate”, **we** mean measuring at least as accurately as the law requires.]

We will try to respond to **your** request for a **meter** test within seven [7] **business days**.

5. **We** can base your bill on estimates of **your** gas use

If **we** don't have an actual **meter** reading available in time to prepare **your** bill [for example, if it wasn't possible to access **your meter** to read it, **you** are leaving the **supply address** and need a final bill immediately, the **meter** or ancillary equipment has recorded usage incorrectly, or the **meter** has been tampered with or bypassed], **we** can use estimates of the volume of gas **you** use based on either:

- a. **your** reading of the **meter**; or
- b. **your** prior billing history; or
- c. if **you** have no prior billing history, our estimate of the average gas use:
 - i. at the price **you** are paying; or

- ii. for **your** type of **meter**; or
 - iii. at the **supply address**. If **we** use estimates in **your** bill:
- d. **we** will say on **your** bill that **we** have done so; and
 - e. the estimates will be calculated using the methods set out in the **retail market rules**; and
 - f. except in the case of a final bill, **we** will adjust **your** bill, or a subsequent bill, if an actual **meter** reading subsequently becomes available.

If **we** use estimates in **your** bill because it wasn't possible to access **your meter** and later **you** request **us** to replace **your** bill with a bill based upon an actual **meter** reading, **we** will do so if **you** allow **us** to access **your meter** and if **you** pay **us** a reasonable charge.

Wherever the **contract** refers to a **meter** reading, it includes an estimation under this clause.

6. How **we** will bill **you**

6.1 When bills are issued

We will bill **you** no more than once every month and at least every 105 days except where permitted by the **Gas Customer Code**, the **trading licence** or where you have given **verifiable consent** to either a shorter or longer billing period.

6.2 Contents

Each bill will show:

- a. the dates of the **meter** readings at the start and end of the billing period or the dates over which a volume of gas has been estimated; and
- b. the number of days covered by the bill; and
- c. the dates on which the account period begins and ends, if different from the range of dates of the metering supply period; and
- d. the **meter** reading at the start and end of the billing period or estimated volume of gas **you** have used during the billing period; and
- e. the actual or estimated number of **units** of gas **you** used during the billing period; and
- f. the average daily cost of gas consumption; and
- g. the average daily consumption; and
- h. the price or **prices** which applied to **you** for the billing period; and

- i. the amount of any other **fees** or charges and details of the service provided; and
- j. the interest rate **we** have charged on any outstanding amounts; and
- k. the MIRN, **meter** number or property number; and
- l. the amount payable for the billing period; and
- m. the amount in arrears or credit for the billing period; and
- n. the due date, which will be at least 12 **business days** after the date of the bill; and
- o. a summary of payment methods and instalment payment options available to **you** under clause 6.3; and
- p. our contact telephone number for complaints and billing and payment enquiries; and
- q. the 24-hour contact telephone number for faults and emergencies; and
- r. the **supply address** and any relevant mailing address to which the bill relates; and
- s. **your** name and **your** account number; and
- t. the telephone number for TTY and interpreter services; and
- u. the availability, upon payment by **you** of a charge, of an Authority approved **meter** accuracy test and the refund of the testing charge to **you** if the **meter** is found to favour **us** by more than allowable in the relevant distribution standards; and
- v. a statement advising that assistance is available if **you** are experiencing financial difficulties and our contact telephone number; and
- w. the details of any **security**; and
- x. the contact details for the **Energy Ombudsman**; and
- y. where applicable, any relevant tariff or tariffs; and
- z. to the extent that data is available, a graph or chart illustrating **your** amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year; and
- aa. if applicable, a statement that an additional fee may be imposed to cover the costs of late payment.

We will itemise prices, **fees**, charges or adjustments and any **security** separately in each bill.

If **we** provide any additional goods or services to **you** and **we** choose to include them in **your** bill [together with a description of those goods and services], **we** will itemise the charges for such goods and services separately, and:

a. if **you** tell **us** how **you** wish to apply any payments received from **you** for the goods and services – **we** will apply those payments in accordance with **your** wishes; or

b. otherwise – **we** will apply those payments, to the **prices**, **fees**, charges or **adjustments** due for gas supplied to **you** under this **contract**, before allocating the payments to the goods and services.

If such goods or services include electricity **we** will apply those payments equally to the electricity charge and the prices, **fees**, charges or adjustments due for gas supplied to **you** under this **contract**, before allocating the payments to any other goods and services

6.3 You must pay your bill

For each bill, **you** must pay the full amount payable by the due date. **We** will give **you** options as to how **you** can pay **your** bill.

The bill will show the options available, which include:

- a. paying in person; and
- b. paying by mail; and
- c. paying by direct debit; and
- d. any other methods agreed by **us**.

We will consider any payments received by **us** after 3:30pm on a **business day** to be received on the following **business day**.

You can request to pay **your** bill in advance or redirect **your** bill to another address.

6.4 If you don't pay your bill

If **you** don't pay the full amount payable by the due date:

- a. **we** can charge **you** interest on the amount **you** haven't paid [clause 6.6 explains how **we** set the interest rate]; and
- b. **we** can turn off **your** gas [clause 18.1 explains how **we** can turn off **your** gas in this case] and charge a disconnection fee; and
- c. **we** can charge **you** a fee for each overdue notice **we** send **you** unless prohibited by the **Gas Customer Code**; and
- d. **we** can charge a reconnection fee if the supply of gas to **you** is disconnected due to **your** default under this

contract and that default is subsequently remedied by **you**.

We may also shorten **your** billing cycle in accordance with the **Gas Customer Code**.

If **you** pay by cheque and the cheque is dishonoured or reversed {these are often called “bounced”}, and as a result **we** have to pay bank fees, **you** must reimburse **us** for those **fees** and also pay **us** an administration fee.

If **you** still haven't paid **your** bill in full after two [2] overdue notices, **we** can refer **your** debt to a debt collection agency unless **you** have entered into an alternative payment arrangement with **us** in respect of the amount due and are complying with the terms of that arrangement.

If **we** do, **you** must pay the agency's **fees** and any reasonable legal costs incurred in recovering **your** debt.

6.5 If you are having trouble paying

If **you** can't afford to pay **your** bills, **you** should let **us** know as soon as possible. **We** will consider any reasonable request for alternative payment arrangements if **you** are experiencing payment difficulties. **You** can write to **us**, call our Customer Service Centre, or email **us**. Our contact details appear in clause 34 and will appear on each bill.

6.6 Interest rate

The interest rate **you** pay on amounts **you** haven't paid **us** will be the interest rate **we** **publish** for customers paying the price **you** pay. **We** can change the standard interest rates from time to time, and when **we** do **we** will **publish** the change [see clause 33.2 about how **we** **publish** things].

[The interest rate will be three [3] percentage points above the quoted rate for a one month bank bill swap rate [as defined in the **relevant regulations**].]

6.7 Minimum annual bill

This clause only applies if an annual contract quantity that is greater than zero is specified in the **Particulars of Contract**.

The **minimum annual bill** in respect of a **contract year** is calculated as follows:

$$\text{MAB} = \text{PR} * \text{ACQ} * \text{P}$$

where

MAB means the **minimum annual bill** for the relevant **contract year**;

PR means the **minimum annual bill percentage**;

ACQ means the annual contract quantity specified in the **Particulars of Contract**; and

P means the usage component of the price [per **unit**].

The **total charges** in respect of a **contract year** are calculated as the usage component of the price [per **unit**] multiplied by the total amount of **units** supplied to **you** during the **contract year**.

If in respect of a **contract year** the **total charges** payable by **you** are less than the **minimum annual bill**, **we** may charge **you** the difference between the **minimum annual bill** and the **total charges** payable by **you**.

We will bill **you** for this charge as soon as practicable after the end of any such **contract year**.

In calculating the **total 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**.

In calculating the **minimum annual bill** in a **contract year**, the usage component of the price will be applied as if the annual contract quantity [**ACQ**] was supplied to **you** during the **contract year** and taken at an equal average rate on each day in the **contract year**.

6.8 Reviewing **your** bill

If **you** reasonably consider that a bill contains an error, **you** may notify **us** and **we** will review the bill and notify **you** of the result of the review as soon as practicable after the review is completed. If **we** have not notified **you** of the outcome of the review with 20 **business days** of **your** notice to **us**, **we** will notify **you** of the status of the review as soon as practicable. In the meantime, **you** must pay to **us** the lesser of:

- a. the balance of the bill that is not being queried; and
- b. an amount equal to the average amount of **your** bills over the previous 12 months (excluding the bill that **you** are querying).

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

If after conducting a review **we** are satisfied that the bill is correct, **you** must pay **us** the unpaid amount of the bill. **You** can ask for a **meter** test under clause 4.2. If **you** are not satisfied **you** can make a complaint [see clause 11 below].

If after conducting a review **we** are satisfied that the bill is incorrect **we** will adjust the bill in accordance with clause 7.

7. If we undercharge or overcharge you

7.1 Undercharging

If **we** undercharge **you** because of an error, including a **meter** error, then **we** can ask **you** to make a correcting payment, but:

- a. the correcting payment will only relate to errors for [at most] the 12 months before **we** notify **you** that the undercharging has occurred; and
- b. **we** will show the correcting payment as a separate item in **your** bill, with an explanation; and
- c. **we** will not charge **you** interest on the correcting payment if **you** make payment by the due date.

Unless otherwise agreed by **us**, **you** must pay the correcting payment on the due date for payment described in the bill on which it appears.

You can pay the correcting payment by instalments.

We will not charge **you** interest on these instalments if **you** make payment by the due date.

Clause 18.7 explains what happens if **we** undercharge **you** because of fraud, or because **you** have breached the **contract** [for example, by bypassing the **meter**].

7.2 Overcharging

If **we** overcharge **you**, then:

- a. **we** will tell **you** within ten [10] **business days** after **we** discover the overcharging; and
- b. **we** will give **you** a correcting refund; and
- c. **we** will not pay **you** interest on the correcting refund. **You** can choose whether **we** make the correcting refund as:
 - i. a credit to **your** account; or
 - ii. a payment to **you**; or
 - iii. a payment to someone else [if **you** tell **us** who, in writing], except where the amount of a correcting refund is less than \$45, in which case **we** will automatically credit the amount to **your** account.

We will not make a correcting refund where the overcharging was due to an unauthorised use of gas by **you** as described in clauses 18.7a to 18.7d.

8. Information available to you

If **you** request it **we** will supply **you** with a copy of:

- a. the Energy Coordination [Customer **Contracts**] Regulations 2004 [WA] or any **relevant code**; or
- b. information about the **fees** and prices payable under the **contract**; or
- c. information about how **you** can use energy more efficiently; or
- d. **your** billing data for the previous two [2] years [**you** may also request billing data for the period prior to this time subject to a reasonable charge]; or
- e. information about Government assistance programs or financial counselling services; or
- f. information about our complaints handling process and how to contact the **Energy Ombudsman** if **you** are not satisfied with our handling of **your** complaint [see clause 11 below]; or
- g. a combination of any or all of the above.

Unless a law or our **trading licence** requires **us** to provide the information free of charge, **we** can ask **you** to pay a reasonable charge.

9. Things **you** must tell **us**

You must tell **us** as soon as possible:

- a. if there is a change in the person responsible for paying **your** bills; or
- b. if there is a change in **your** billing address or contact details; or
- c. if **you** change the way **you** use gas [for example, if **you** wish to use gas for a residential use]; or
- d. if **you** change something at the **supply address** which makes our access to the **meter** more difficult; or
- e. if **you** are planning a change to **your equipment** which might affect the quality or safety of any gas supply to **you** or anyone else; or
- f. if **you** become aware of any gas leak or other problem with the **network equipment**, at or reasonably close to the **supply address**.

10. Things you must not do

You must not tamper with or bypass the **meter**, or allow anyone else to do so.

You must not, without our permission, turn **your** gas back on at the **meter** if it has been turned off by **us** or the **network operator**.

11. Complaints

We will manage any complaint by **you** in accordance with Australian Standard on Complaints Handling [AS/NZS 10002:2022] and will **publish** information which will assist **you** in utilising our complaints handling process and on request **we** will provide **you** with information on our complaints handling process and the **Energy Ombudsman** scheme of which **we** are a member. **You** can also visit our website for further information about our complaints handling process [see our contact details in clause 34].

You may make a complaint to **us** about anything **we** have done or have failed to do. If **you** are not satisfied with our response, **you** can raise the complaint to a higher level within our organisation.

If **you** are not satisfied with our handling of **your** complaint, **you** may refer the complaint to the **Energy Ombudsman**.

12. **Network equipment and your equipment**

Everything before [upstream of] the point where gas leaves the **meter** is **network equipment**. **We** or the **network operator** will inspect and look after **network equipment**.

Even though **network equipment** may be connected or become affixed to **your** property, **we** or the **network operator** retain title to the **network equipment** and at no time will the **network equipment** become **your** property or anyone else's other than ours or the **network operator's**.

Everything after [downstream of] the point where gas leaves the **meter** is **your equipment**.

You must:

- a. inspect and look after **your equipment**; and
- b. keep **your equipment** in good **working** order and good condition; and
- c. not let anyone other than a certified gas installer **work** on **your equipment**; and
- d. protect **network equipment** from damage and interference; and
- e. not use gas in a way that interferes with **network equipment** or with the supply of gas to anyone else, or in a way that causes loss to anyone else.

13. **You** must allow access to the **supply address**

You must let **us** or the **network operator** have safe and unrestricted access to the **supply address** when **we** or the **network operator** need it:

- a. to read the **meter**; or
- b. to inspect or **work** on any **network equipment**; or
- c. to turn off **your** gas supply if **we** or the **network operator** think it necessary; or
- d. to inspect **your equipment** [although **we** are under no obligation to do so]; or
- e. [at any reasonable time] for any other reason having to do with the **contract**.

We must give **you** notice before **we** or the **network operator** come onto the **supply address**, except:

- f. for a routine **meter** reading or **meter** replacement; or
- g. in an emergency; or
- h. if **we** suspect gas is being used illegally at the **supply address** [for example, if **we** suspect that **you** are bypassing **your meter**].

Subject to **relevant regulations** and **relevant codes**, **we** will usually give **you** at least 24 hours notice before **we** or the **network operator** come onto the **supply address** [except for planned maintenance, where **we** will give **you** at least four [4] days notice].

A person coming onto the **supply address** on our behalf must show **you** official identification that he or she is our agent.

14. Security

- a. **We** cannot require **security** if **you** are a **residential customer**. This clause 14 only applies to **business customers**. If this clause applies, **you** must provide us with permission to investigate **your** credit history and must provide **us** with any information held by **you** about **your** credit history.
- b. **We** can require **you** to provide **us** with **security** against **your** future gas bills before connection if **you** are a new customer, or continuation of supply if **you** are an existing customer.
- c. **We** will only require **security** where:
 - i. **you** owe **us** an amount in relation to the supply of gas at any **supply address** under this **contract** or any other current or previous **contract** unless **you** have disputed the bill related to that amount and the bill is subject to review by **us** or a complaint to the **Energy Ombudsman**; or

- ii. within 2 years before entering into this **contract**, **you** have either fraudulently obtained gas, or consumed gas intentionally and unlawfully; or
 - iii. **we** reasonably decide **you** have an unsatisfactory credit history or an unsatisfactory history relating to paying for gas supplied to **you**.
 - d. **We** will inform **you** and provide reasons for our decision under paragraph [c] above. **We** will also advise **you** of our complaints handling process and the **Energy Ombudsman** scheme.
 - e. Where you have provided **security**:
 - i. the amount of the **security** shall be no greater than 37.5% of **your** estimated bills over a 12 month period calculated based on **your** historic billing data or the average consumption of gas by a comparable customer over a comparable 12 month period; and.
 - ii. the **security** will be kept in a separate trust account and separately identified in our accounting records. Interest will accrue on the **security** at the bank bill swap rate [as defined in the **relevant regulations**]. Interest will accrue daily and will be capitalised every 90 days unless paid. **We** will advise **you** of the bank bill swap rate if requested.
 - f. **We** will only use the **security** [plus any accrued interest] to offset, in full or partially, any amount **you owe** to **us** if:
 - i. **you** have failed to pay a bill resulting in gas being turned off at **your supply address** and **you** no longer have a right to reconnection under this **contract**; or
 - ii. **you** do not pay **your** final bill issued under this **contract**.
 - g. Where **we** use the **security** in accordance with this clause, **we** will provide **you** with a written statement of how the **security** was applied and will repay the balance [if any] and remaining interest [if any] to **you** within ten [10] **business days**.
 - h. Where **you** have provided **security** in accordance with this clause, then subject to clause 14f and 14g, **we** will return the balance of the **security** and any accrued interest payable to **you**, in accordance with **your** reasonable instructions, within ten [10] **business days**, after:
 - i. **you** have completed 2 years of payments for the supply of gas by the due date specified in the relevant bills; or
 - ii. **you** leave the **supply address**; or
 - iii. **we** disconnect your gas supply at the **supply address** at **your** request; or
 - iv. **you** transfer to another retailer.
 - i. If **you** do not give **us** reasonable instructions under clause 14h, **we** will credit the relevant amount to **your** next bill if clause 14h.i applies or otherwise to **your** final bill.
 - j. Our rights as set out in this clause are in addition to and without prejudice to our rights under clause 22.3.
15. If things happen beyond **your** control
- You** must pay **your** bill by the due date shown on the bill, even if something happens which is beyond **your** control.
- Otherwise, if something beyond **your** control happens which makes **you** breach the **contract**:
- a. **you** must tell **us** immediately; and
 - b. **we** will excuse that breach for as long as the thing beyond **your** control lasts.
16. If things happen beyond our control
- If something beyond our control happens which makes **us** breach the **contract**, **you** must excuse that breach for as long as the thing beyond our control lasts. **You** must still pay all bills by the due date shown on the bill.
- If an event beyond our control occurs, **we** will:
- a. take all reasonable steps to ameliorate and remedy the consequences of that event without delay; and
 - b. resume full performance of our obligations under this **contract** as soon as reasonably practicable.
- Further, because **we** don't operate the gas distribution network, things beyond our control include insufficient volumes of gas or any other problem with the gas distribution network.
17. **We** can change these terms and conditions
- 17.1 How **we** can change these terms and conditions
- We** can change these terms and conditions without **your** consent, subject to those changes being approved by the Economic Regulation Authority. **We** will **publish** the changed terms and conditions and the date from which the change commences [see clause 33.2 about how **we** **publish** things]. The terms and conditions will change on the published date.

17.2 If **you** don't like the changed terms and conditions

If **you** don't agree to the changed terms and conditions of the **contract**, **you** can end the **contract**. Clause 22 explains how to do that.

18. When **your** gas can be turned off, and when it will be turned on again

18.1 Unpaid bills

We can turn off **your** gas or arrange for the **network operator** to turn off **your** gas if:

- a. **you** haven't paid **your** bill for this **supply address** [or any previous address] in full by the due date shown on the bill; or
- b. **you** haven't agreed to an offer by **us** of an alternative payment arrangement for the amount **you** owe **us**; or
- c. **we** have agreed to an alternative payment arrangement for the amount **you** owe **us** but **you** don't keep to that arrangement.

Your gas cannot be turned off if the unpaid amount of **your** bill:

- d. is less than **your** average bill over the past 12 months and **you** have agreed with **us** to repay the amount; or
- e. doesn't relate to the supply of gas but relates to some other good or service.

Before **your** gas can be turned off for non-payment of a bill, **we** will:

- f. give **you** [in writing]:
 - i. a "reminder notice" at least 14 **business days** after the date the bill was issued, advising that payment is overdue and requiring **you** to pay by a specified date [which will be at least 20 **business days** after the date the bill was issued]; and
 - ii. if **you** then fail to pay by the date specified in the reminder notice, a "disconnection warning notice" at least 22 **business days** after the date the bill is issued, requiring **you** to pay by a specified date [which will be at least ten [10] **business days** after the date of the disconnection warning notice]; and
 - iii. a notification in the "disconnection warning notice" of our intention to disconnect **your meter** on a date [which will be at least five [5] **business days** after the required payment date specified in the disconnection warning notice]; and

g. do our best to contact **you** [in person, by telephone, by electronic means or in writing]; and

h. if **you** are not paying the residential price, offer **you** terms for an extension of time to pay beyond the original due date shown in the bill [which may include payment of interest].

We will not turn off **your** gas [or arrange for the **network operator** to turn off **your** gas] unless **you** have not accepted an offer under clause 18.1h within a time (not less than 5 **business days**) specified by us or **you** accept an offer but don't take any reasonable action towards settling the debt within the time (not less than 5 **business days**) specified in the offer.

We will comply with the **supplier of last resort** when **we** turn off **your** gas or arrange for the **network operator** to turn off **your** gas.

We can charge **you** a fee for turning off [or arranging for the **network operator** to turn off] **your** gas.

If **your** gas is turned off for this reason and **you** either pay the amount due or agree to an alternative payment arrangement within ten [10] **business days** after **your** gas is turned off, **we** will turn **your** gas back on or arrange for the **network operator** to turn **your** gas back on.

We can charge **you** a fee for turning **your** gas back on [or for arranging for the **network operator** to turn **your** gas back on].

18.2 Not allowing access to the meter

If **you** don't give **us** or the **network operator** safe and unrestricted access to the **supply address** to read the **meter**, **we** can turn off **your** gas or arrange for the **network operator** to turn off **your** gas. Before **your** gas is turned off for this reason:

- a. **we** or the **network operator** will try to access the **meter** for the purpose of reading the **meter** for the purposes of issuing 3 consecutive bills; and
- b. **we** will give **you** a written notice in accordance with the **Gas Customer Code** each time **we** or the **network operator** can't get access advising of the next date of the **meter** reading, requesting access to the **meter** at the **supply address** and advising of our ability to arrange disconnection if **you** fail to provide access; and
- c. **we** will give **you** a chance to give **us** or the **network operator** access by some other reasonable means; and
- d. **we** will try to contact **you** personally, by telephone or in writing; and

- e. **we** will give **you** a written disconnection notice five [5] **business days** before **your** gas is actually turned off.

We can charge **you** a fee for turning off **your** gas or arranging for the **network operator** to turn it off.

If **your** gas is turned off for this reason and **you** provide access to the **meter** within ten [10] **business days** after **your** gas is turned off, **we** will turn **your** gas back on or arrange for the **network operator** to turn **your** gas back on. **We** can charge **you** a fee for turning **your** gas back on [or for arranging for the **network operator** to turn **your** gas back on].

18.3 Emergencies

We can always turn off **your** gas or arrange for the **network operator** to turn off **your** gas without giving notice to **you** in an **emergency**. In this case, **you** can get information on the nature of the **emergency** and an estimate of when gas supply is likely to be restored by contacting the 24 hour emergency line.

We will use best endeavours to turn **your** gas on or arrange for the **network operator** to turn **your** gas on again as soon as possible [and in any case, within 20 **business days** after the situation has been rectified].

Nothing in the **contract** limits our statutory powers in relation to emergencies and safety.

18.4 Health or safety reasons

We can always turn off **your** gas or arrange for the **network operator** to turn off **your** gas for other health or safety reasons, but before **your** gas is turned off for this reason (and except in the case of an **emergency**, or where there is a need to reduce the risk of fire or to comply with **relevant regulations**):

- a. **we** will give **you** a written notice explaining what the health or safety problem is; and
- b. where **we** think it possible, **we** will give **you** five [5] **business days** to fix the problem, if **we** think it is a problem **you** can fix; and
- c. on expiry of those five [5] **business days**, **we** will give **you** a written disconnection notice of a further five [5] **business days** before **your** gas is actually turned off.

We can charge **you** a fee for turning off [or arranging for the **network operator** to turn off] **your** gas if the problem is **your** fault or is in **your equipment**.

If **we** or the **network operator** have turned **your** gas off, after **we** are satisfied that **you** have fixed the problem, **we** will try to turn **your** gas on or arrange for the **network operator** to turn

your gas on again as soon as possible [and in any case, within 20 **business days** after the situation has been rectified].

We can charge **you** a fee for turning **your** gas back on [or for arranging for the **network operator** to turn **your** gas back on] if the problem was **your** fault or was in **your equipment**.

18.5 Legal requirement

We can turn off **your** gas or arrange for the **network operator** to turn off **your** gas for a period of time without notice to **you**, if required by law to do so.

In this case, or if **we** ask **you** to use less gas or stop using gas, **you** must do as **we** ask.

We will do our best to turn on **your** gas or arrange for the **network operator** to turn **your** gas on again as soon as possible.

We will only ask **you** to use less gas or stop using gas if it is reasonably necessary for the purposes of complying with a law, complying with a direction given by the **network operator**; or safety, operational or technical reasons.

18.6 Planned maintenance

We can turn off **your** gas or arrange for the **network operator** to turn off **your** gas when it is necessary for the **network operator's work** on the gas network. Subject to any **relevant regulations**, **we** will give **you** at least four [4] days' notice.

We will do our best to turn **your** gas on again or arrange for the **network operator** to turn **your** gas on as soon as possible [and in any case within 20 **business days** after the situation that caused **your** gas to be turned off has been rectified].

18.7 Unauthorised use of gas

We can turn off **your** gas or arrange for the **network operator** to turn off **your** gas:

- a. if **you** commit a fraud relating to our supply of gas to **you** at the **supply address** or any other **supply address**; or
- b. if **you** get gas supplied to the **supply address** illegally; or
- c. if **you** get gas supplied to the **supply address** in breach of the **contract**; or
- d. if **you** get gas supplied to the **supply address** in breach of a **relevant code** or **relevant regulation**.

We can charge **you** a fee for turning off [or arranging for the **network operator** to turn off] **your** gas, and **we** can ask **you** to pay any reasonable costs incurred in the process of turning off **your** gas.

In addition, **we** or the **network operator** can measure [or estimate if necessary] any **units** of gas which **you** haven't paid for, and require **you** to pay for those **units**.

If **we** or the **network operator** turn off **your** gas for this reason and **you** stop obtaining **your** gas in the unauthorised way and pay all amounts owing within ten [10] **business days** after **your** gas is turned off, **we** will turn **your** gas back on or arrange for the **network operator** to turn **your** gas back on.

We can charge **you** a fee for turning **your** gas back on [or for arranging for the **network operator** to turn **your** gas back on].

If **we** think **you** have used gas illegally, **we** can tell the **Economic Regulation Authority**, the Director of Energy Safety or the Police [as appropriate], and give them any information **we** have in relation to **your** illegal use.

18.8 Failure to provide **security**

Subject to our **trading licence** and the requirements in any **relevant code**, **we** can turn off **your** gas or arrange for the **network operator** to turn off **your** gas if **you** do not provide **security**, in whole or in part, as required under clause 14. Before **your** gas is turned off for this reason, **we** will

give **you** a written disconnection notice five [5] **business days** before **your** gas is actually turned off.

If **you** provide the **security** within ten [10] **business days** after **we** turn **your** gas off, **we** will turn **your** gas back on.

We can charge **you** a fee for turning **your** gas back on [or for arranging for the **network operator** to turn **your** gas back on].

19. When your gas cannot be turned off

Your gas cannot be turned off:

- a. except in circumstances where disconnection is required under the *Gas Standards Act 1972* (WA), where **you** have provided **us** with a written statement from a **medical practitioner** that continued supply of gas is necessary to protect the health of a person living at the **supply address** and **you** have entered into arrangements acceptable to **us** in relation to payment for gas; or
- b. where **you** have agreed to an alternative payment arrangement under clause 18 and **you** have not deviated from this arrangement; or
- c. if **you** have made a complaint, directly related to the reason for **your** gas being turned off, to **us** or the **Energy Ombudsman**, and the complaint remains unresolved; or
- d. if **you** have made an application for a Government concession or grant and the application has not been decided; or

- e. where the unpaid amount in **your** bill doesn't relate to the supply of gas but relates to some other good or service; or
- f. after 3.00pm on Monday to Thursday, or on a Friday, Saturday, Sunday, public holiday or the day before a public holiday [except where required for a planned interruption or **emergency**].

The above do not restrict clauses 18.3, 18.4, and 18.5.

In addition, clauses 18.1 to 18.8 usually require **us** to do things before **your** gas can be turned off.

20. If you have been disconnected, the **meter** can be removed or physically disconnected

Whenever **your** gas is turned off under the **contract**, **we** can remove the **meter** or physically disconnect the **meter** [or arrange for the **network operator** to do this], at the same time **your** gas is turned off, or at a later time.

The **fees** for turning off **your** gas and turning **your** gas back on can include separate **fees** for:

- a. removing or physically disconnecting the **meter**; and
- b. replacing or physically reconnecting the **meter**.

We will not charge **you** these **fees** if **your** gas is turned off under clauses 18.3, 18.5 or 18.6 and **your meter** is unnecessarily removed or physically disconnected.

21. When **your** gas will be turned back on

We will try to have **your** gas turned back on according to the following deadlines:

- a. The same day if the request is received before 3PM on a **business day**; or
- b. The next **business day** if the request is received after 3PM on a **business day** or if the request is received on a day that is not a **business day**; or
- c. The same day if the request is received after 3PM on a **business day** or on a day that is not a **business day** and **you** pay our fee for turning **your** gas on after-hours.

[The above deadlines will not apply if the **meter** has been removed or physically disconnected.]

22. Ending the contract

- 22.1 **You** can end the contract

You can end the **contract** at any time, but **you** must give **us** at least three [3] **business days** notice of the day **you** want the **contract** to end.

If this **contract** is an **unsolicited consumer agreement** or has been entered into as a result of **door-to-door** marketing, then **you** can end the **contract** within the **cooling-off period** by giving **us** notice that **you** want the **contract** to end.

We will not supply **you** gas during the **cooling-off period** unless **you** request **us** to supply **you** with gas during the **cooling-off period** and either:

- a. gas is not connected to the **supply address**; or
- b. gas is connected to the **supply address**, but no gas is being supplied to the **supply address** by **us**; or
- c. **we** are otherwise permitted by law to supply gas to **you** during the **cooling-off period**.

If **you** request **us** to supply **you** with gas during the **cooling-off period** but end the **contract** during the **cooling-off period**, **you** must pay **us** for any gas supplied.

Clause 22.5 explains what happens when the **contract** ends.

[There are **laws**, including the **Australian Consumer Law** and **relevant regulations**, that may limit our ability to supply **you** gas during the **cooling-off period**, except in certain circumstances.]

22.2 Leaving the **supply address**

- a. **You** must notify **us** before **you** leave the **supply address**. **You** must give **us** at least 3 **business days** notice of the date on which **you** intend to vacate the **supply address** and **you** must provide a forwarding address to which a final bill may be sent.
- b. Where **you** have given notice of vacating the **supply address** in accordance with clause 22.2a, **we** may require **you** to remain responsible for paying the gas supplied to the **supply address** and otherwise remain responsible to **us** in respect of the supply to the date notified unless **you** can demonstrate to **us** that **you** were forced to vacate the **supply address** earlier.
- c. If **you** do not give notice in accordance with clause 22.2a, **we** may require **you** to remain responsible for paying for the gas supplied to the **supply address** and otherwise remain responsible to **us** in respect of the supply up until the earlier of:
 - i. 3 **business days** after notice is given;
 - ii. **we** become aware that **you** have vacated the **supply address** and **we** have ceased supply of gas to the **supply address**;
 - iii. a new customer commences to take supply at the **supply address**; or

iv. the date **you** provide notice that **you** were forced to vacate the **supply address**.

- d. If **you** leave the **supply address** and another customer enters into a contract with **us** for the **supply address**, **you** are not required to pay for any gas supplied at the **supply address** after that time when the new customer's obligations to pay for gas supplied under the new contract takes effect.
- e. **We** may require **you** to pay the **early termination charge** if **you** leave the **supply address** and end this **contract** before the end of the **supply period**.

22.3 **We** can end the **contract**

We can end the **contract**, or turn off **your** gas or arrange for the **network operator** to turn off **your** gas, without giving notice to **you** if **you**:

- a. become insolvent; or
- b. go into liquidation; or
- c. commit an act of bankruptcy; or
- d. commit a substantial breach of the **contract** [for example, if **you** bypass **your meter** or allow gas delivered to **your supply address** to be used at another **supply address**]; or
- e. commit a breach of this **contract** and **we** have a right to disconnect supply under this **contract**, a written law or a **relevant code** and **we** have disconnected supply at all **supply addresses** covered by the **contract**.

We can also end the **contract** at any time by 20 **business days** written notice to **you** saying the **contract** is ended.

Clause 22.5 explains what happens when the **contract** ends.

We can agree with **you** on alternative ways of dealing with one of these situations.

22.4 When the **contract** ends

Despite any other provision of the **contract**, termination of this **contract** by **you** or **us** does not have effect until:

- a. If **you** enter into a different **contract** with **us**, the **contract** ends when the **cooling-off period** of the new **contract** ends [if any].
- b. If **you** enter a **contract** with a different gas supplier, the **contract** ends when **you** have been transferred to the other gas supplier in accordance with the **retail market rules**.

- c. If **your** gas is turned off under the **contract**, the **contract** won't end until **you** no longer have any right to have **your** gas turned back on under the **contract**, law or a **relevant code**.

22.5 What happens when the **contract** ends

If either **you** or **us** end the **contract**, on the last day of the **contract** we will:

- a. turn off **your** gas or arrange for the **network operator** to turn off **your** gas; and
- b. take [or arrange for the **network operator** to take] a final **meter** reading.

We will then issue **you** with a final bill. If a final **meter** reading is not performed on the last day of the **contract**, **we** will estimate **your** gas usage and a new customer's gas usage and endeavour to fairly share the charge between **you** and the new customer. **We** may charge a **fee** for a final reading of the **meter**.

We may charge **you** the **early termination charge** if you end the **contract** before the end of the **supply period** under clause 22.1 or 22.2.

Subject to any **relevant regulation** or **relevant code**, **we** will charge **you** a **fee** for turning off **your** gas [or having the **network operator** turn off **your** gas], taking [or having the **network operator** take] a final **meter** reading, and issuing a final bill.

We can arrange for the **network operator** to remove any **network equipment** at any time after the **contract** ends, and **you** must let the **network operator** have safe and unrestricted access to the **supply address** to enable it to do so.

If **you** wish to start buying gas from **us** again, **you** will need to apply for a new **contract**.

Ending the **contract** does not release **you** or **us** from an obligation [such as an obligation to pay bills] which arose before the **contract** ended.

23. You must not assign the contract

The **contract** is personal to **you**. **You** must not assign, transfer, subcontract or otherwise dispose of any of **your** rights or obligations under the **contract** to any person or company unless **we** first agree that the person or company has reasonable commercial and technical capability to perform **your** obligations under the **contract** and that person or company enters into an agreement with **us** acknowledging our rights under this **contract** and undertaking to observe and perform all **your** obligations under this **contract**.

If **you** intend to dispose of land and buildings **you** own at the **supply address** on or within which **network equipment** is located, **you** must, if requested by **us** prior to such disposal, grant **us** such easements or other rights in such form as **we** may reasonably require to establish, confirm or exercise rights granted to **us** under these terms and conditions.

24. We can assign the contract

We can assign, transfer, subcontract or otherwise dispose of all or part of our rights and obligations under the **contract**, without notice to **you**, to any person or company.

If **we** do, **we** will tell **you** about the assignment, either before or as soon as is reasonably practicable after it happens.

If **we** novate the **contract** or cause another party to assume our obligations under the **contract**, **we** will ensure that the assignee enters into an agreement with **you** acknowledging **your** rights under this **contract** and undertaking to observe and perform all our obligations under this **contract**.

25. Duration

The **contract** will come into effect on the **commencement date**.

Unless **you** or **us** end the **contract** earlier under clause 22, the **contract** will continue for the **supply period**.

26. Renewal of **supply period** and supply after expiry

This clause is only applicable if **we** have not entered into new contractual arrangements with **you** for the supply of gas after the current **supply period** ends.

Not more than 40 **business days** and not less than 20 **business days** before the date the **supply period** will expire, **we** will try to notify **you** in writing of:

- a. the day that the **supply period** is due to expire;
- b. the options for supply available to **you** after expiry; and
- c. the terms and conditions under which **we** will sell gas to **you** after expiry of the **supply period**.

Unless either **you** or **we** end the contract under clause 22 or otherwise agreed with **you**, **you** agree that on expiry of the **supply period**, the **contract** will automatically be renewed for consecutive additional **supply periods** as specified in the **Particulars of Contract** until either you or we ends the contract in accordance with clause 22.

27. Confidentiality and privacy

27.1 Confidentiality

We will:

- a. keep **your** information confidential; and
- b. only use **your** information for purposes related to our business activities [for example, for debt collection purposes, to fully investigate complaints or to market energy and other products and services, including third party products and services which **we** believe may be of benefit to **you**]; and
- c. not pass on **your** information to anyone else, except where:
 - i. **we** have **your** prior consent; or
 - ii. disclosure is required to comply with any accounting or stock exchange requirement [such information disclosed will, as far as possible, be in an aggregated form]; or
 - iii. disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration; or
 - iv. the information is in the public domain other than by breach of this clause; or
 - v. **we** think **you** have used gas illegally, and where **we** may give any information **we** have, in relation to **your** illegal use, to the people set out in clause 18.7; or
 - vi. **you** have not paid **your** gas bill, and **we** disclose information to a credit reporting agency, but **we** will not provide information about a default to a credit reporting agency if:
 - A. **you** have made a complaint in good faith about the default and the complaint has not been resolved; or
 - B. **you** have requested **us** to review **your** gas bill and the review is not yet completed.

27.2 Privacy

We will comply with the *Privacy Act 1988* (Cth) and the Australia Privacy Principles in relation to **your** personal information (as defined in the *Privacy Act 1988* (Cth)). In particular, **we** will keep **your** personal information confidential and secure and only disclose it as set out in this **contract** and our **privacy policy**. Our detailed **privacy policy** includes more details about the steps **we** take to keep **your** information

confidential. It is available at our website. Please contact our customer centre to request a paper copy.

28. Protections [exclusion clauses]

28.1 Protections for us

This clause means that **you** might not be able to get compensation from **us** for some losses **you** might suffer as a result of our actions.

The effect of this clause may be limited by law [including the **Australian Consumer Law**], in which case it has effect only as far as the law allows.

In particular, if **you** are a consumer under the **Australian Consumer Law**, **we** may be taken to have given **you** certain consumer guarantees about the supply of goods or services [including gas] to **you**.

If **we** fail to comply with those guarantees, then **you** may have statutory rights under the **Australian Consumer Law** against **us**, and the limitations set out in this clause will not limit our liability to **you** to the extent those statutory rights apply.

Without limiting clause 18, no failure by **us** to supply gas in accordance with this **contract** and no interruption, disturbance or fluctuation in the supply of gas shall render **us** liable for any claim, cost, expense, loss or damage suffered or sustained by **you** unless **we** have not used best endeavours to maintain the supply of gas in accordance with the **supplier of last resort**.

Despite anything else the **contract** says, and despite anything outside the **contract** [other than an applicable law], **we** will only ever be liable to **you** for direct damage. **We** will not in any circumstances be liable to **you** for indirect damage, including:

- a. indirect loss; or
- b. consequential loss; or
- c. business interruption loss; or
- d. lost profits; or
- e. loss of an opportunity; or
- f. **your** liability to other people under **contracts** or otherwise.

You indemnify **us** and our directors, officers, employees, consultants representatives and agents against all loss, damage or cost suffered by any person [including **us**]:

- a. in respect of personal injury or death; or
- b. resulting from damage to or failure of **your equipment** or **network equipment**,

to the extent caused by the wilful or negligent act or omission of **you** or **your** directors, officers, employees, consultants representatives or agents.

28.2 Protections for you

This clause means that **we** might not be able to get compensation from **you** for some losses **we** might suffer as a result of **your** actions.

The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.

Despite anything else the **contract** says [apart from this clause 28.2], and despite anything outside the **contract**, **you** will only ever be liable to **us** for direct damage. **You** will not in any circumstances be liable to **us** for indirect damage, including:

- a. indirect loss; or
- b. consequential loss; or
- c. business interruption loss; or
- d. lost profits; or
- e. loss of an opportunity; or
- f. our liability to other people under **contracts** or otherwise.

Direct damage includes any claim, loss or damage arising out of or relating to a failure by **you** to pay any amount owing to **us** under this **contract**.

29. Network operator

We supply gas, but don't own or operate the gas distribution network. The network is operated by the **network operator**, a separate company.

Where the **contract** refers to **us** or the **network operator** doing something [such as turning off **your** gas supply, or having access to the **supply address**, or inspecting, looking after or reading the **meter**], it will often be the **network operator** that does so in our place.

We will try to make sure that our **contract** with the **network operator** obliges the **network operator** to do anything that these terms and conditions oblige **us** to do, but which in fact can only be done by the **network operator**. [For example, **we** promise in these terms and conditions that if **your** gas is turned off due to **work** on the network, **we** will turn on **your** gas [or arrange for the **network operator** to turn on **your** gas] as soon as possible, but in fact this depends on how quickly the **network operator** completes the **work**.]

We will also try to make sure that when the **network operator** does things in our place under these terms and conditions, it complies with **relevant codes** and **relevant regulations** to the extent they apply.

We cannot control the way in which the **network operator** operates the network. For example, **we** cannot control the quality, volume or continuity of gas being supplied through the network. As a result gas supplied to **you** may not be free from interruptions or may fluctuate in quality from time to time, will be of a quality of gas contained in the network and may not suit **your** specific needs if, for example, **you** require gas that is free from interruptions or fluctuations in quality.

If **you** ask **us** for information relating to the gas distribution network **we** will give **you** the information or if **we** cannot practicably provide the information **we** will refer **you** to the **network operator**.

30. Supplier of last resort

A **last resort supply plan** may come into effect if our **trading licence** is:

- a. cancelled; or
- b. expired and is not renewed; or
- c. surrendered.

If this happens, **you** will be entitled to be supplied with gas by the **supplier of last resort**.

Despite anything else contained in the **contract**, if a **last resort supply plan** comes into operation the **contract** will cease to have effect immediately before the day on which **you**:

- a. are transferred to the **supplier of last resort** under the **last resort supply plan**; or
- b. if the **last resort supply plan** permits, transferred to another gas retailer.

31. GST

Unless **we** state otherwise, the price and **fees** are GST exclusive.

In addition to the price and **fees** and any other amount payable by **you** to **us**, **you** must pay to **us** an amount equal to any GST **we** are liable for in relation to any supply by **us** under the **contract**.

You must pay to **us** amounts for GST, without deduction or set off of any other amounts, at the same time and on the same basis as **you** pay the price [or the first part of it if **we** agree to **you** paying the price by instalments], **fees** or other amounts payable to **us** under the **contract**.

32. Special conditions

Any special conditions which **we** agree with **you** can add to, or change, these terms and conditions. Nothing in the **contract** obliges **you** to agree to any special conditions.

33. Interpretation

33.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

“**annual contract quantity**” means the amount of gas [in **units**] specified in the **Particulars of Contract**; and

“**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]; and

“**benefit change**” means a change to, or the expiry of, a benefit (such as a price discount) provided under this **contract** to **you** during a period that ends earlier than the end of the **supply period**; and

“**business customer**” means a customer who is not a **residential customer**; and

“**business day**” means a day which is not a Saturday, Sunday or public holiday in Western Australia; and

“**carbon costs**” means the costs, expenditure or other liabilities incurred or to be incurred:

- a. by **us** or our **related body corporate** acquiring **carbon instruments** or complying with the **emissions legislation**;
- b. by **us** or our **related body corporate** directly or indirectly as a result of the **emissions legislation** in connection with producing, transporting, acquiring, selling or supplying gas; and
- c. by **us** or our **related body corporate** directly or indirectly arising from a requirement to pay a tax, excise, duty, charge, levy, impost, or any reduction in fuel tax credit [as defined under the Fuel Tax Act 2006 [Cth]] or other financial requirement under the **emissions legislation** in connection with producing, transporting, acquiring, selling or supplying gas; and

“**carbon instruments**” means an **emissions permit** or **carbon offset**; and

“**carbon offset**” means any unit, permit, authorisation, licence, allowance, certificate, credit, right or consent [however named

and however acquired] that reduces its holder's liability [or potential liability] to the **emissions legislation**; and

“**change in law**” means a change in an existing law or the imposition of a new law, which:

- a. directly or indirectly, results in an increase in our cost of producing, conveying, supplying or selling gas to **you** under this **contract**; and
- b. is not a change to or imposition of a tax; and

“**commencement date**” means day the **contract** will come into effect specified in the **Particulars of Contract**; and

“**contract**” means the legally binding agreement between **you** and **us**, which includes these terms and conditions; and

“**contract year**” means a period of 12 months beginning on the commencement date or on any anniversary of the commencement date; provided that in the event this **contract** ends otherwise than on an anniversary of the last day of the first **contract year**, the last **contract year** will commence on the commencement date or any anniversary of the commencement date and end on the date this **contract** ends; and

“**cooling-off period**” means:

- a. if the **contract** was not negotiated by telephone – the period of 10 **business days** starting at the start of the first **business day** after the day on which the **contract** was made; or
- b. if the **contract** was negotiated by telephone – the period of 10 **business days** starting at the start of the first business day after the day on which **you** were given the **contract**; and

“**door-to-door marketing**” means the marketing practice under which –

- a. a **marketing representative** –
 - i. goes from place to place;
 - ii. makes telephone calls; or
 - iii. uses electronic means, seeking out persons who may be prepared to enter, **as customers**, into **contracts**; and
- b. the **marketing representative** or some other **marketing representative** then or subsequently enters into negotiations with those prospective customers with a view to arranging **contracts**; and

“**early termination charge**” means the charge payable if you end the **contract** for your convenience before the expiry of the **supply period** under clause 22.1 or 22.2, which is calculated as the greater of:

- a. 10% of your average total bill value over the previous 12 months multiplied by the number of months remaining until the end of the **supply period** (including the month in which the **supply period** ends); and
- b. 10% of the total bill value for your previous bill, divided by the numbers of days in the billing period for that bill and then multiplied by the number of days remaining until the end of the **supply period** (including the last day of the **supply period**).

“**Economic Regulation Authority**” means the body established by the Economic Regulation Authority Act 2003 [WA]; and

“**emergency**” means an emergency due to actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property.

“**emissions legislation**” means:

- a. the National Greenhouse and Energy Reporting Act 2007 (Cth);
- b. any other legislation for the establishment of a **greenhouse gas** emissions trading scheme in Australia, which relates to the acquisition, surrender or other dealing with **carbon instruments** in specified circumstances; or
- c. any other legislation or statutory instrument containing a mechanism, [including a tax, duty, charge, levy, impost or other financial requirement or any obligation of a non-monetary nature] relating to the management of **greenhouse gas** emissions, fuel or energy use, and includes all regulations, legislative instruments, orders, determinations, directives and guidelines [however named] made under that legislation as promulgated, supplemented or amended from time to time; and

“**emissions permit**” means a unit, permit, authorisation, licence, allowance, certificate, credit, right or consent [however named and however acquired] that is capable of being acquired, held, used, transferred, surrendered or acquitted in satisfaction of an obligation or liability [or potential liability] pursuant to the **emissions legislation**; and “**fee**” means a fee other than a standard price; and

“**Energy Ombudsman**” has the meaning given by section 11ZPZ(1) of the *Energy Coordination Act 1994* (WA); and

“**Gas Customer Code**” means the Compendium of Gas Customer Licence Obligations [**Gas Customer Code**] [as amended from time to time] containing licence conditions made by the **Economic Regulation Authority** under section 11M[1] of the *Energy Coordination Act 1994* [WA] and forming Schedule 2 of our **trading licence**; and

“**Gas Marketing Code of Conduct**” means the **Gas Marketing Code of Conduct** [as amended from time to time] approved by the **Economic Regulation Authority** under section 11ZPM of the *Energy Coordination Act 1994* [WA]; and

“**Gas Tariffs Regulations**” means the *Energy Coordination [Gas Tariffs] Regulations 2000* [WA] and the *Gas Corporation [Business Disposal] [Gas Tariffs] Regulations 2000* [WA]; and

“**gas transportations costs**” means the charges, costs, fees, penalties and other amounts payable by us to a **pipeline operator** under any transportation contract from time to time; and

“**government agency**” means a government or government department or other body, a governmental, semi-governmental or judicial person or a person [whether autonomous or not] charged with the administration of any applicable law; and

“**greenhouse gas**” has the same meaning as in the *National Greenhouse and Energy Reporting Act 2007* [Cth]; and

“**heating value**” has the meaning given to it in clause 4.1; and

“**last resort supply plan**” means a last resort supply plan approved or determined under section 11ZAG of the *Energy Coordination Act 1994*; and

“**law**” means:

- a. the common **law** [as it applies to Western Australia];
- b. all present and future Acts of the Parliament of the Commonwealth and of the Parliament of Western Australia; and
- c. all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all government agencies.

“**marketing representative**” has the meaning given to that term by the **Gas Customer Code**; and

“**material adverse event**” means one or more acts, events or circumstances which increase our costs of performing our obligations under this **contract** by 5% or more; and

“**material adverse event adjustment**” is defined in clause 3.10a.ii; and

“**material adverse event adjustment date**” is defined in clause 3.10a.iii

“**medical practitioner**” has the meaning in regulation 12(3) of the Energy Coordination (Customer Contracts) Regulations 2004 (WA); and

“**meter**” means the equipment **we** have installed [or will install] at the **supply address** to measure the volume of gas **you** use [and includes the short lengths of gas pipe which protrude from the **meter**]; and

“**minimum annual bill**” has the meaning given to it in clause 6.7; and

“**minimum annual bill percentage**” means the percentage rate specified in the **Particulars of Contract**; and

“**network equipment**” means the **meter** and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to **you**, before [upstream of] the point where gas leaves the **meter**; and

“**network operator**” means the operator of the network from time to time and includes its employees, subcontractors, agents and successors in title; and

{Note: The **network operator** is called the ‘gas distribution operator’ in the Energy Coordination Act 1994 [WA] and other **relevant regulations**.}

“**non-residential**” means the standard non-residential tariff applicable to the area in which the **supply address** is located that **we** are permitted to charge **business customers** in accordance with the Energy Coordination [Gas Tariffs] Regulations 2000 [WA] from time to time; and

“**Particulars of Contract**” means the document titled “Gas Supply Agreement” signed by **you** and which form part of the **contract** between **us**; and

“**pipeline operator**” means the owner or operator of any transmission or distribution pipeline or **network** through which gas sold under this **contract** is received, delivered or transported and includes any company associated with **us**; and

“**price**” means the charge for selling gas as determined from time to time and published by **us**, or such other charge for selling gas as may be specified in the **Particulars of Contract**, and in either case includes a fixed component and a usage component; and

“**price adjustment date**” means

- a. if the commencement date occurs during the months January to June inclusive, 1 July;
- b. if the commencement date occurs during the months July to December inclusive, 1 January; and

“**privacy policy**” means our published policy in 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, without charge, from our customer centre or from our website; and

“**publish**” means to **publish** a thing in the ways set out in clause 33.2; and

“**related body corporate**” has the same meaning as in the Corporations Act 2001 [Cth]; and

“**relevant codes**” means any codes and standards applying to our supply of gas to **you** under the **contract** including [as at the date of the **contract** if applicable to **you**] the relevant provisions of the **supplier of last resort**, the **Gas Marketing Code of Conduct**, **Gas Customer Code** and the **Australian Standard on Complaints Handling [AS/NZS 10002:2022]**; and

“**relevant regulations**” means any **laws** applying to our supply of gas to **you** under the **contract**, including [as at the date of the **contract**] the Energy Coordination Act 1994 [WA], the Energy Coordination [Customer **Contracts**] Regulations 2004 [WA], and the **Gas Tariffs Regulations** ; and

“**relevant tax**” means any tax:

- a. relating to the production, acquisition [including deemed acquisition], conveyance, supply or sale of gas [including, without limitation, any tax on, or which affects directly or indirectly the cost of, goods, services or materials used by **us** to produce, acquire, convey, supply or sell gas]; or
- b. imposed upon **us** which is specific to the gas industry; and

“**residential customer**” means a customer who purchases gas predominantly for personal, domestic or household use; and

“**retail market rules**” is defined in section 11ZOA of the Energy Coordination Act 1994 [WA]; and

“**security**” means an amount of money provided as security against **you** defaulting on a payment due to **us** under this contract; and

“**supplier of last resort**” means a person that supplies gas to **customers** when a **last resort supply plan** comes into operation; and

“**supply address**” means the address to which gas will be supplied under the **contract**; and

“**supply charge**” means that price listed in the **Particulars of Contract** which includes a fixed component and usage component, the latter of which relates to the quantity of gas **you** consume; and

“**supply period**” means the **supply period** applicable to the **contract** as specified in the **Particulars of Contract**; and

“**tax**” means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding of whatever kind and whether direct or indirect; and

“**total charges**” has the meaning given to it in clause 6.7; and

“**trading licence**” means our **trading licence** under the Energy Coordination Act 1994 [WA]; and

“**transportation contract**” means any contract **we** may have with a **pipeline operator** for the receipt, delivery, transportation or distribution of gas delivered under this **contract** to the **supply address**; and

“**unit**” is a measure of the amount of energy in gas, with one **unit** equalling 3.6 megajoules, which is the same energy as one kilowatt-hour or one **unit** of electricity; and

“**unsolicited consumer agreement**” has the meaning given to that term in the Australian Consumer Law; and

“**verifiable consent**” has the meaning in the Gas Customer Code.

“**we**” and “**us**” means Amanda Energy Pty Ltd [ABN 45 163 376 163] trading as Amanda Energy Solutions of Unit 11, 100 Stirling Highway North Fremantle WA 6159, and includes our employees, sub**contractors**, agents and successors in title; and

“**work**” includes installing, operating, maintaining, renewing and replacing any equipment; and

“**you**” means the person to whom gas is [or will be] supplied under the **contract** and **your** successors and permitted assigns; and

“**your equipment**” means all pipes and equipment used to transport, control or use gas after [downstream of] the point where gas leaves the **meter**.

- a. advertise the thing in The **West Australian** newspaper [except where the thing relates solely to the Kalgoorlie-Boulder area, in which case **we** will advertise the thing in the Kalgoorlie Miner newspaper]; or
- b. place details of the thing on our website; or
- c. post **you** a notice in writing of the thing [this notice may be sent before **your** next bill, or may be sent with or printed on **your** next bill] or as otherwise agreed with the **Economic Regulation Authority**.

Where **we** are required by law to do so, **we** will also **publish** a thing by putting a notice in the Government Gazette.

The address of our website appears in clause 34 below and will appear on each bill.

33.3 Simple English

These terms and conditions are written in a “simple English” style. Accordingly, where:

- a. a **contract** or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and
- b. a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style, the ideas are not to be taken to be different just because different forms of words **were** used.

For example:

- c. “do our best” means “use best endeavours”; and
- d. “try” means “use reasonable endeavours”; and
- e. “end”, in relation to the **contract**, means “terminate”; and
- f. “can” means there is a discretion as to whether the thing stated is done or not done; and
- g. “will” and “must” both mean that the thing stated has to be done.

33.4 Other rules of interpretation

Interpretation Act

The rules of interpretation contained in the Interpretation Act 1984 apply to the interpretation of these terms and conditions, and any special conditions under clause 32, as though the **contract** were a written law, unless the contrary intention is shown.

33.2 How we publish things

Where these terms and conditions say that **we** will **publish** a thing, **we** will:

Use of bold typeface

The fact that bold typeface has been applied to some words or expressions, it is solely to indicate that those words or expressions may be defined in clause 33.1 or elsewhere, and in interpreting this **contract** the fact that bold typeface has or has not been applied to a word or expression is to be disregarded. This clause 33.4 does not limit the application of clause 33.1.

33.5 Miscellaneous

Applicable law

The **contract** is entered into under Western Australian law.

No waiver

A failure, delay or partial exercise of a power or right by **us** is not a waiver of that power or right, and does not preclude a further exercise by **us** of that or any other power or right under the **contract**.

Entire agreement

The **contract** constitutes the entire understanding between **you** and **us** concerning the subject matter of the **contract**.

This clause operates to the extent permitted by law.

Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

Notices

Unless these terms and conditions say otherwise, notice does not have to be in writing.

Any written notice given under these terms and conditions must be sent to the address for service in the **contract**.

Notice is deemed to be given according to the following:

- a. at the time of communication in the case of oral communication (on the telephone or in person); or
- b. upon delivery in the case of personal delivery; or
- c. 2 **business days** after posting; or
- d. upon proof of transmission in the case of facsimile or email.

Electronic communication

We can use electronic communication (such as email or SMS) to give information to you. We can decide procedures as to how electronic communication will operate and what things can be communicated electronically.

34. Contact details

If **you** need to contact **us**, our contact details at the date of the **contract** are:

Company/Business name and Australian Company Number:

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

Registered office address:

Unit 11, 100 Stirling Highway North Fremantle WA 6159

Postal address:

PO Box 867

Cottesloe, WA 6911

Business Monday to Friday 9.00am to 5.00pm [WST]

Telephone 08 9430 7048

Facsimile 08 6311 7348

E-mail office@amandaenergy.com.au

Faults and Emergencies [**Network operator**]

24 hours a day, 7 **days a week** Telephone 13 13 52

Internet

www.amandaenergy.com.au

Any changes to our contact details will be published.