

Griffin Standard Terms and Conditions

Contact Details

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1. About these terms and conditions

The State Government regulates the contractual arrangements between electricity suppliers and customers. These terms and conditions, along with the *customer schedule*, set out mutual obligations for the supply of electricity from *us* to *you*. They form the basis of a legally binding *contract* for this supply.

These terms and conditions apply to the supply of electricity to customers consuming less than 160MWh of electricity per year.

2. Code of Conduct, laws and regulations

The *Code of Conduct for the Supply of Electricity to Small Use Customers* (the "*Code*") regulates the conduct of electricity retailers, metering agents and distributors. The *Code* protects the interests of consumers and covers most aspects involved in the supply of electricity.

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

3. Our Service

Subject to the relevant *laws* and in accordance with the *Code*, we will supply electricity to you at the premises nominated under the *contract*. We will also provide an account management service in accordance with the *Code* and with *our customer service charter*.

4. Customer schedule

The *customer schedule* will be provided to you and includes the following information:

- (a) your name;
- (b) your contact details;
- (c) the supply address;
- (d) some of the *network equipment* details;
- (e) the *price*;
- (f) the supply date; and
- (g) the contract term.

If mutually agreed, the *customer schedule* may also be used to amend these terms and conditions. This, however, will result in the *contract* becoming a non-standard contract for the purpose of the *Code*.

5. Duration

The *contract* will come into effect when we accept your offer set out in the *customer schedule*. The *contract* will continue from that day unless you or we end the *contract*, or the *contract term* ends.

6. Prices, daily charge rate and fees

6.1 Pay for supply

You must pay us the *price* for the electricity we supply to you under the *contract*.

If a *price* is set out in the *customer schedule*, then you will pay us that *price*. If a *price* is not set out in the *customer schedule*, then you will pay the *price* determined by us from time to time and published by us (see clause 34.2 about how we publish things).

The *price* will be no more than the maximum amount permitted by regulations made under the *Electricity Industry Act 2004 (WA)* (if any).

If you request it, we will supply you with reasonable information on the *price* and any of our tariffs at no charge.

6.2 Daily charge

You must also pay us a daily charge, being an amount calculated by multiplying the number of days during the billing cycle by the *daily charge rate* set out in the *customer schedule*.

6.3 Fees

You must also pay certain *fees* incurred in the normal course of supplying electricity. We will *publish* these *fees* from time (see clause 34.2, about how we *publish* things).

6.4 Changes to the Price, Daily Charge Rate and Fees

- (a) Subject to clauses 6.4(b) and 6.4(c), we reserve the right to alter the *price*, *daily charge rate* and *fees* at any time. If we alter the *price*, *daily charge rate* or *fees*, we will give notice to you on your next bill.
- (b) If your electricity consumption changes and you are no longer eligible to continue to receive an existing, more beneficial tariff, prior to changing the applicable tariff we will notify you in writing of the proposed change to the tariff.
- (c) If we have agreed a fixed *contract term* with you and the *price* and/or *daily charge rate* is specified in the *customer schedule*, we cannot change the *price* and/or *daily charge rate* (as applicable) without your prior agreement during the *contract term*, except as provided in clauses 6.5, 6.6, 6.7, 6.8 and 6.9.

6.5 Adjustments to price and daily charge rate for changes in CPI

This clause 6.5 only applies if it is specified in the *customer schedule* that *CPI* adjustments apply to the *contract*.

The *price* (including both the *off-peak energy price* and the *peak energy price*, if specified in the *customer schedule*) and/or *daily charge rate* shall be adjusted on each *adjustment date* by application of the following formula, calculated to three decimal places:

$$AP = BP \times \left[1 + \left(P \times \frac{CPI_A - CPI_B}{CPI_B} \right) \right]$$

where:

"AP" means the relevant adjusted *price* or adjusted *daily charge rate*, as the case may be, applying on and from the *adjustment date*;

"BP" means the relevant *price* or *daily charge rate*, as the case may be, applying as at the *supply date*;

"CPI_A" means the *CPI* for the *quarter* ending immediately prior to the preceding relevant *adjustment date*;

"CPI_B" means the *CPI* for the *quarter* ending immediately prior to the *supply date*; and

"P" means the *CPI* percentage specified in the *customer schedule*.

Despite the earlier provisions of these terms and conditions, in no event shall the *price* or *daily charge rate* reduce on and following an *adjustment date* by force of this clause.

We will notify you of the adjusted *price* or adjusted *daily charge rate* which applies from the *adjustment date* in your next bill following the *adjustment date*.

Worked example for CPI Adjustment of off-peak price

Assumed *daily charge rate adjustment date* of 7 December 2006

"BP" = 8.000 c/kWh

"CPI_A" = (September Quarter 2007)

= 158.9

"CPI_B" = CPI (September Quarter 2006)

= 154.8

"P" = 50%

$$AP = 8.000 \times \left[1 + \left(.50 \times \frac{CPI(\text{September}2007) - CPI(\text{September}2006)}{CPI(\text{September}2006)} \right) \right]$$

$$AP = 8.000 \times \left[1 + \left(.50 \times \frac{158.9 - 154.8}{154.8} \right) \right]$$

$AP = 8.106 \text{ c}$

Therefore the adjusted price for off-peak power will be 8.106c/kWh

6.6 Adjustments 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 both the *off-peak energy price* and the *peak energy price*, if specified in the *customer schedule*) and/or *daily charge rate* to the extent necessary to reflect that proportion of the effect of that change in *relevant tax* or new *relevant tax* which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of electricity we supply to *you*.

6.7 Adjustments for *change in law*

If a *change in law* occurs, we may adjust the *price* (including both the *off-peak price* and the *peak energy price*, if specified in the *customer schedule*) and/or *daily charge rate* to the extent necessary to put *us* into the position we would have been in under the *contract* had it not been for the *change in law*.

6.8 Adjustments to the *network access tariffs*

If a change in the *network access tariffs* occurs, or a new *network access tariff* is imposed, we may adjust the *price* and/or *daily charge rate* to the extent necessary to reflect that proportion of the effect of the new *network access tariffs* or change in *network access tariffs* which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of electricity we supply to *you*.

If *you* change the rate at which *you* use electricity, we may adjust the *price* and/or *daily charge rate* to the extent necessary to reflect that proportion of any increase in *network access tariffs* which we estimate in good faith is fairly attributable to or payable to *you*, taking into account the amount of electricity we supply to *you*.

6.9 Timing of adjustment

If we make an adjustment under clause 6.5, 6.6, 6.7 or 6.8 (as the case may be):

- (a) the adjustment takes effect on and from:
 - (i) the *adjustment date*;

- (ii) the change in, or imposition of the new, *relevant tax*;
 - (iii) the *change in law*; or
 - (iv) the change in, or imposition of new, *network access tariffs*; and
- (b) *we must notify you as soon as practicable of the adjusted price or adjusted daily charge rate and the adjusted price or adjusted daily charge rate will replace the then current price or daily charge rate and be effective for all purposes under the contract with effect on and from the date referred to in paragraph (a).*

7. Metering

7.1 Measuring electricity use

The *meter* at *your supply address* is read by the *network operator*. The *meter* reading is used to measure the quantity of electricity used by *you* and is then used by *us* to bill *you* for the electricity consumed.

If, for any reason, *meter* data is not available, *your bill* will be based on an estimate of electricity consumption in accordance with clause 4.7 of the *Code*.

If *we* base *your bill* on an estimate of electricity consumption, upon *your* request:

- (a) *we* will advise *you* of the basis and the reasons for the estimation; and
- (b) arrange a *meter* reading.

If *we* have provided *you* with a bill based on an estimate of electricity consumption, and subsequently when *meter* data becomes available, *we* will adjust the amount payable to take into account that *meter* data in *your* next bill.

7.2 Meter test

You can ask to have *your meter* tested. *You* will be charged a *meter testing fee*. If the *meter* is not measuring accurately (as prescribed by *law*) *we* will refund the *meter testing fee*. Clause 9 explains how any undercharging or overcharging caused by an inaccurate *meter* will be dealt with.

7.3 Bills

We will bill *you* in accordance with *our* billing cycle. This will be no more than once a month and no less than once every three months. *We* may change *our* billing cycle from time to time.

8. Payment

You must pay the total amount of *your bill* by the due date specified on *your bill*. The due date will be at least 12 *business days* from the date of issue. Instructions for a range of payment methods may be found on *your bill*.

8.1 Payment difficulties

If *you* are having trouble paying *your bills*, please advise *us*. *We* will assess *your* request within 3 *business days* of *your* request and *we* will offer *you* assistance (for example, instalment plans) in accordance with *our* payment difficulties and financial hardship policy if *you* qualify for that assistance.

8.2 If you do not pay your bill

If you do not pay *your* bill by the due date, *we* reserve the right to:

- (a) charge a *fee* for each overdue bill;
- (b) charge interest on the outstanding amount;
- (c) issue a disconnection warning;
- (d) disconnect *your* electricity supply; and
- (e) investigate debt collection proceedings, including costs incurred in the recovery of the outstanding amount.

If, in the process of *you* paying *your* bill, *we* incur *fees* from a third party, *you* must reimburse *us* for those *fees*.

8.3 Interest Rates

The interest rate *you* pay on outstanding *prices*, daily charges and *fees* is the rate published by Westpac Banking Corporation as its indicator lending rate from time to time, and failing any such publications, the rate determined by *us* to be a comparable indicator lending rate of an "Australian bank" (as defined in section 9 of the *Corporations Act 2001 (Cth)*).

8.4 Reviewing a bill

You may ask *us* to review *your* bill. Before *we* review *your* bill, *you* must pay *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 is being queried).

If *we* review *your* bill and *we* are satisfied that *your* bill is incorrect, *we* will adjust *your* bill.

8.5 Disconnection due to non-payment of bills

Failure to pay *your* bill by the due date, or to agree to an alternative payment plan for the amount *you* owe *us*, will lead to *us* arranging for the *network operator* to turn off *your* electricity.

Before *your* electricity can be turned off for non-payment of a bill, *we* will give *you* (in writing):

- (a) a "reminder notice" at least 13 *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 18 *business days* after the date the bill was issued); and
- (b) if *you* then fail to pay before the date specified in the reminder notice, a "warning notice" that *your* electricity will be turned off unless *you* pay by the date specified in the warning notice (which will be at least 5 *business days* after the date of the warning notice).

If *you* fail to pay before the date specified in the warning notice, *we* will turn *your* electricity off 1 day after that date.

If *you* agree to *our* offer of an alternative payment plan (if any), *we* can turn off *your* electricity or arrange for the *network operator* to turn off *your* electricity if *you* don't keep to that plan.

If *your* electricity is turned off for this reason and *you* either pay the amount due or agree to an alternative payment plan, *we* will arrange for the *network operator* to turn *your* electricity back on if *you* ask *us* to do so if *our contract* with *you* has not ended.

We can charge *you* a *fee* for arranging for the *network operator* to turn *your* electricity back on.

9. Undercharging and Overcharging

If *we* undercharge *you* for any reason, *we* can require *you* to make a correcting payment for any amount undercharged within a 12 month period. *We* will separately identify any undercharged amount for which *we* require a correcting payment on *your* next bill. *We* will not charge *you* interest on the correcting payment or require *you* to pay a *fee*. *We* may, under certain conditions, offer *you* the opportunity to pay the correcting payment by instalments.

If *we* overcharge *you* for any reason, *we* will endeavour to tell *you* within 10 *business days* after *we* discover the overcharging and give *you* the option of having the overpayment credited to *your* account, or repaid to *you*. *We* will not pay *you* any interest on the correcting charge.

10. Security

We can require *you* to provide *us* with adequate *security* against *your* future electricity bills before connection to supply or continuation of supply.

We will only require *security* where:

- (a) *you* are a customer new to a *supply address* and do not have a satisfactory established account payment record in the same name at another *supply address*;
- (b) *you* are a customer new to a *supply address* and do not have an acceptable credit reference;
- (c) *your* electricity has been turned off in accordance with clause 8.5, under the *contract* or a previous contract;
- (d) in *our* opinion, *your* financial condition has changed increasing *your* credit risk; or
- (e) *we* otherwise agree with *you* that *security* is required.

We may require the *security* as either or both:

- (a) a *payment deduction authority* for *us* to deduct payment for bills from *your* nominated credit card or bank account; or
- (b) an *advance payment*.

The amount of the *security* will be 2.5 times *your* average bill.

Average billing will be calculated with reference to the consumption of similar customers.

The *advance payment* will be kept in a separate trust account and separately identified in *our* accounting records. Interest will accrue on the *advance payment* at the bank bill rate (as defined in the *relevant regulations*).

Unless *you* are a relevant corporation (as defined in the *relevant regulations*), *we* will advise *you* of the bank bill rate if *you* ask *us* to. Interest will accrue daily and will be capitalised every 90 days.

We will only use the *security* (plus any accrued interest) to offset any amount *you* owe to *us*:

- (a) if *you* have failed to pay a bill resulting in electricity being turned off at *your supply address*;
- (b) if *you* do not pay *your* final bill;
- (c) if *you* have failed to pay a bill but *we* agree to use the *advance payment* to avoid the need to turn *your* electricity off;
- (d) at *your* request if *you* are vacating the *supply address* or *you* ask *us* to turn electricity off at the *supply address*; or
- (e) to offset any amount *you* owe *us* if *you* transfer to another electricity supplier.

Where *we* use the *advance payment* in accordance with this clause, *we* will provide *you* with an account of its use and pay the balance (if any) of the *advance payment* together with remaining interest to *you* within 10 *business days*.

Where *you* have provided an *advance payment* in accordance with this clause and *you* have completed 2 years of payment of *our* bills by the due date of the initial bill *we* will, within 10 *business days*, inform *you* of the amount of the *advance payment* including any interest payable and use this to credit *your* account unless otherwise instructed by *you*.

When the *contract* ends *we* will, within 10 *business days*, return the balance of the *advance payment* to *you* after deducting any amount that *you* owe *us*.

11. Electricity Supply Equipment and *Your Equipment*

11.1 *Network equipment*

The *network equipment* remains the property of the *network operator* at all times and the *network operator* is responsible for installing and maintaining *network equipment*. *You* must not do anything that will damage or interfere with *network equipment* or use electricity in a way that interferes with that equipment.

11.2 *Your equipment*

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

11.3 *Prohibited activity*

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with *network equipment*, or do anything that will prevent the *network operator* from accessing *network equipment*, or allow anyone else to do so; or
- (b) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.

12. Access to *supply address*

You must allow safe and unrestricted access to the *supply address* when required by *us* or the *network operator* for the purposes of:

- (a) reading the *meter*;
- (b) inspecting or working on the *network equipment*;
- (c) disconnecting *your* electricity supply;
- (d) inspecting or working on *your equipment* (although *we* have no obligation to do so);
or
- (e) other reasons relating to the supply of electricity to the premises.

We will usually, in accordance with the relevant codes, provide *you* with 24 hours notice if *we* need to come onto the *supply address*. Notice may not be given in the case of:

- (f) a routine *meter* reading or *meter* replacement;
- (g) an emergency; or
- (h) suspected illegal use of electricity at the *supply address* (for example, if *we* suspect that *you* are bypassing *your meter*).

A person entering onto the *supply address* on *our* behalf will clearly display *identification* that identifies that person as *our* employee or agent and show his or her *identification* to *you* if *you* ask to see it.

13. Failure to allow access to the *supply address*

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

- (a) the *network operator* will try to access the *meter* for at least 12 consecutive months;
- (b) *we* will give *you* 5 *business days* written notice where *we* ask *you* for access to the *supply address* for the *network operator* to read the *meter* and advise *you* that *we* can arrange for the *network operator* to turn *your* electricity off;
- (c) *we* will give *you* a chance to give the *network operator* access by some other reasonable means;
- (d) where appropriate, *we* will arrange for the *network operator* to inform *you* of other *meters* which are suitable for *your supply address*;
- (e) *we* will try to contact *you* personally, by telephone or in writing; and
- (f) *we* will give *you* a written disconnection notice 5 *business days* before *your* electricity is actually turned off.

We can charge *you* a *fee* for arranging for the *network operator* to turn off *your* electricity.

If *your* electricity is turned off for this reason and *you* provide access to the *meter*, *we* will arrange for the *network operator* to turn *your* electricity back on if *you* ask *us* to do so and if *our contract* with *you* has not ended. *We* can charge *you* a *fee* for arranging for the *network operator* to turn *your* electricity back on.

14. Moving Into the *supply address*

Regardless of whether the *supply address* has an existing connection or does not have an existing connection, *we* do not have to supply electricity to *you* unless:

- (a) adequate electricity supply is available at the boundary of the *supply address*;
- (b) your equipment complies with relevant regulations;
- (c) a *meter* is installed at the *supply address* and available for *our* use; and
- (d) any other requirements under *relevant regulations* are met and the *network operator* can provide electricity supply to *you*, and undertake the new connection if required.

Unless *we* agree otherwise with *you*, *we* will forward a request on *your* behalf to the *network operator* to connect *you* to a new electricity connection at a new *supply address* when required, or to turn on *your* electricity at an existing *supply address* within the time period required under the *Code* once:

- (e) *you* have provided *us* with acceptable identification;
- (f) *you* have agreed to pay all relevant *prices* and *fees*;
- (g) *you* have provided *us* with contact details for billing;
- (h) *you* have provided *security* if *we* have required it (see clause 10);
- (i) *you* have no outstanding debt relating to the supply of electricity by *us* (other than debt which is either the subject of a dispute or for which *we* have agreed to an alternative payment plan with *you*); and
- (j) *you* have arranged for *us* to be provided with any notices and other information that *we* have requested.

We will do *our* best to arrange for *your* electricity to be turned on in accordance with the standards maintained by the *network operator*.

If *you* move into a *supply address* that has an existing connection, then *we* will charge *you* for electricity supplied to the *supply address* from the date that the *meter* at the *supply address* was last read, unless *you* read the *meter* and advise *us* of the *meter* reading within 3 *business days* of the day that *you* move in.

15. Transferring Customers

If at the time of entering into the *contract*, *you* are supplied electricity at the *supply address* by an electricity retailer other than *us*, *we* will begin to supply *you* with electricity under the *contract* on the date *you* are transferred from the other electricity retailer to *us* by the *network operator* in accordance with the *Electricity Industry Customer Transfer Code 2004 (WA)*.

16. Moving Out of the *supply address*

You must provide *us* with notice if *you* intend moving out of the *supply address*. At least 3 *business days*' notice is required for metropolitan *supply addresses* and 5 *business days*' notice for regional *supply addresses*. Provided this notice period is adhered to by *you*, *we* will not charge *you* for any electricity consumed after *you* move out. If insufficient notice is provided by *you*, *we* can ask *you* to pay for electricity consumed at the *supply address* for up to 5 days after *we* find out that *you* have moved out.

A final bill will be issued and sent to *your* nominated address once a final *meter* reading has been received by *us* from the *network operator*. A *fee* may apply for this service.

If a new customer enters into a *contract* for supply of electricity at the *supply address*, *you* will not be responsible for payment of electricity from the point at which the new customer's contract obligation commences.

If the *network operator* does not obtain a final *meter* reading on the day that *you* move out, *we* will try to share the cost of electricity consumed fairly between *you* and the new customer by estimating the amount of electricity consumed by each party.

17. Interruption and Disconnection of Electricity Supply

In addition to non-payment of *your* bill and failure to provide access to *your meter*, *we* reserve the right to arrange for the *network operator* to turn off or interrupt *your* electricity in the circumstances set out in clause 17.1 to clause 17.6.

17.1 Emergencies

We can always arrange for the *network operator* to turn off *your* electricity without giving notice to *you* in an emergency, or if necessary to reduce the risk of fire or to comply with a *law*. In this case, *you* can get information on the nature of the emergency and an estimate of when electricity supply is likely to be restored by contacting the *network operator's* 24-hour emergency line.

We will try to arrange for the *network operator* to turn *your* electricity on again as soon as possible.

Nothing in the *contract* limits *our*, or the *network operator's*, statutory powers in relation to emergencies and safety.

17.2 Planned work on distribution system

The network operator can interrupt or disconnect *your* electricity supply at any time if there is a need to carry out planned work on a distribution system. *We* will provide *you* with notice of any planned work as required by any *relevant regulations*.

No *fees* apply for turning *your* electricity back on in this instance.

17.3 Legal requirements

We can arrange for the *network operator* to turn off *your* electricity 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 electricity or stop using electricity, *you* must do as *we* ask.

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

There is no *fee* for turning off *your* electricity or turning it back on in this case.

17.4 Unauthorised use of electricity

We can arrange for the *network operator* to turn off *your* electricity without giving notice to *you*:

- (a) if *you* commit a fraud relating to *our* supply of electricity to *you* at the *supply address* or any other *supply address*;

- (b) if *you* get electricity supplied to the *supply address* illegally;
- (c) if *you* get electricity supplied to the *supply address* in breach of the *contract*; or
- (d) if *you* get electricity supplied to the *supply address* in breach of a relevant code or *relevant regulation*.

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

In addition, *we* or the *network operator* can measure (or estimate if necessary) any *units* of electricity which *you* haven't paid for, and ask *you* to pay for those *units*.

If *we* arrange to turn off *your* electricity for this reason and *you* stop obtaining *your* electricity in the unauthorised way and pay all amounts owing, *we* will arrange for the *network operator* to turn *your* electricity back on if *you* ask *us* to do so if *our contract* with *you* has not ended.

We can charge *you* a *fee* for turning *your* electricity back on.

If *we* think *you* have used electricity 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.

17.5 Physical removal or disconnection of the *meter*

At, or after, the point that *your* electricity is turned off, *we* may arrange for the *network operator* to remove or physically disconnect the *meter*.

Fees will apply for *meter* removal or physical disconnection and for replacing or physically reconnecting the *meter*.

17.6 Advance payment

We can arrange for the *network operator* to turn off *your* electricity if *you* haven't paid *your advance payment* or provided any other *security* as required under clause 10. Before *your* electricity is turned off for this reason, *we* will give *you* a written disconnection notice 5 *business days* before *your* electricity is actually turned off.

If *you* pay the *advance payment* or provide any other *security* as requested under clause 10 within 10 *business days* after *we* turn *your* electricity off, *we* will turn *your* electricity back on if *our contract* with *you* has not ended.

We can charge *you* a *fee* for turning *your* electricity back on.

18. Disconnection of Electricity – *Your* Rights

Subject to instances of an emergency or legal requirement, *your* electricity cannot be turned off:

- (a) because *you* have failed to pay a bill if *you* have provided *us* with a written statement from a *medical practitioner* that continued supply of electricity is necessary to protect the health of a person living at the *supply address*;
- (b) because *you* have failed to pay a bill if *you* have agreed to an alternate payment plan under clause 8 and *you* have not deviated from this plan;
- (c) for unpaid bills where the amount outstanding is less than the average bill over the past 12 months and where *you* have agreed with *us* to pay the amount;

- (d) where *you* have made a complaint to the *Ombudsman* directly related to the reason for *your* electricity being turned off, and the complaint remains unresolved;
- (e) for unpaid bills, where *you* have made an application for a Government concession or grant and the application has not been decided;
- (f) for unpaid bills, where the unpaid amount in *your* bill doesn't relate to the supply of electricity but relates to some other good or service;
- (g) after 3:00 pm on Monday to Thursday;
- (h) after 12:00 noon on a Friday; or
- (i) on a Saturday, Sunday, public holiday or the *business day* before a public holiday except where *we* have planned to temporarily interrupt *your* supply of electricity.

19. Events beyond *your* control and events beyond *our* control

19.1 Events beyond *your* control

If an *event occurs which is beyond your control* and that event affects *your* ability to perform any of *your* obligations under the *contract*, *you* must tell *us* immediately and *you* will not be required to perform that obligation for as long as the event continues. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event occurs which is beyond your control*.

19.2 Events beyond *our* control

If an *event occurs which is beyond our control* and that event affects *our* ability to perform any of *our* obligations under the *contract*, then *we* are not required to perform that obligation for as long as the event continues. If such an event occurs and *we* consider it appropriate to do so, *we* may notify *you* of the event.

20. Reconnecting *Your* Electricity

If *your* electricity supply is disconnected under clauses 8.5, 13 or 17, then *we* will arrange for the *network operator* to reconnect *your* electricity when *you* ask *us* to reconnect *your* electricity and when *we* are reasonably satisfied that the circumstances which led to *us* disconnecting *your* electricity supply no longer exist.

Before *we* arrange for the *network operator* to reconnect *your* electricity supply under this clause 20, *you* must pay *us*:

- (a) all reasonable costs *we* incurred in turning off *your* electricity supply;
- (b) a *fee* for turning back on *your* electricity supply under this clause 20; and
- (c) for all electricity that *you* used (or which *we* estimate that *you* used) and have not paid for.
- (d) *You* must also provide any *security* required in the form specified in clause 10.

21. Ending the *contract*

21.1 When the *contract* ends

The *contract* will continue until *you* end the *contract* or *we* end the *contract* under this clause 21.

If a *contract term* is stated in the *customer schedule*, the *contract* ends immediately after the last day of the *contract term*.

If *you* end the *contract* because *you* enter into a new contract for the supply of electricity with *us*, the *contract* ends on the expiry of the *cooling-off period* (if applicable) specified in the new contract.

If *you* end the *contract* because *you* enter into a contract for the supply of electricity with another retailer, the *contract* ends when *we* receive notification that *your* premises have been transferred to the other electricity retailer in accordance with the *Electricity Customer Transfer Code 2004*.

Clause 21.4 explains what happens when the *contract* ends.

21.2 When *you* can end the *contract*

Unless a *contract term* is stated in the *customer schedule*, *you* can end the *contract* at any time by advising *us* at least 5 days before the day *you* want the *contract* to end.

If *you* have entered into the *contract* as a result of *door to door marketing*, *you* can end the *contract* within 10 days after *you* enter into it ("***cooling-off period***") by giving *us* notice that *you* want the *contract* to end. If *you* request *us* to supply *you* with electricity during the *cooling-off period* but end the *contract* during the *cooling-off period*, *you* must pay *us* for any electricity supplied.

21.3 When *we* can end the *contract*

Notwithstanding any other provision of the *contract* *we* can end the *contract* by giving *you* prior notice if *you*:

- (a) become insolvent (as defined in the *Corporations Act 2001 (Cth)*);
- (b) have a liquidator appointed;
- (c) become bankrupt (as defined in the *Bankruptcy Act 1966 (Cth)*); or
- (d) subject to clause 8.5 and clause 13, breach any of *your* obligations under the *contract*.

21.4 What happens after a *contract* ends

If the *contract* ends:

- (a) *we* may arrange for a final *meter* reading and for disconnection;
- (b) *we* may issue a final bill to *you*;
- (c) *we* can charge *you* a *fee* for the final *meter* reading, disconnection and final bill;

- (d) *we* can arrange for the *network operator* to remove any *network equipment* at any time and *you* must let *us* have safe and unrestricted access to the premises to allow the *network operator* to do so; and
- (e) *you* will remain liable to pay any outstanding payments to *us* and *we* will have no further obligation to supply electricity to *you* unless both parties agree to a new contract.

22. No assignment

Unless *we* give *you our* prior written consent, *you* must not transfer, assign or otherwise dispose of any of *your* rights or obligations under the *contract*.

We can assign or novate the *contract* without notice to *you* or to any person that *we* believe has reasonable commercial and technical capability to perform *our* obligations under the *contract*.

23. Exclusion clause

If *you* are a *consumer* (as defined under the *Trade Practices Act 1974 (Cth)* or similar state laws such as the *Fair Trading Act 1987 (WA)*), then certain terms connected to *our* supply of electricity to *you* will be implied into the *contract* for *your* benefit under the *Trade Practices Act 1974 (Cth)* or similar state *laws*. These terms cannot be excluded or modified by any provision of the *contract*.

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*, in which case it has effect only as far as the *law* allows.

Unless *you* are a *consumer* and a term implied into the *contract* requires *us* to do so:

- (a) *we* do not guarantee that the electricity supplied to *you* will be of any particular quality or that it will be free from surges or that *you* will obtain a continuous supply of electricity without interruptions; and
- (b) *we* will not be liable to *you* for any direct or indirect loss or damage including, without limitation:
 - (i) consequential loss;
 - (ii) business interruption loss;
 - (iii) lost profits (whether indirect or direct);
 - (iv) loss of an opportunity; or
 - (v) *your* liability to other people under contracts or otherwise,whether arising from or in connection with:
 - (i) the electricity supplied to *you* not being of a particular quality;
 - (ii) surges or interruption in the electricity supplied to *you*;
 - (iii) *our* breach of *contract*;
 - (iv) *our* breach of statutory duty;
 - (v) *our* negligence; or

- (vi) otherwise.

Where any electricity supplied under the *contract* is not ordinarily purchased for personal, domestic or household use, *our* liability for breach of a condition or a warranty implied into the *contract* by the *Trade Practices Act 1974* (Cth) (or by similar state laws), to the extent that it is permitted by those laws, is limited to any one of the following determined by *us*:

- (c) the supply of equivalent electricity; or
- (d) the payment of the cost of acquiring equivalent electricity.

If the electricity supplied to *you* is not of a particular quality or is subject to surges, disruptions or fluctuations, *you* may be eligible for a payment from the *network operator* under the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 (WA)). *You* can obtain more information about this payment by contacting the network operator.

24. Notice

Unless these terms and conditions say otherwise, a 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:

- (a) in the case of verbal communication, in person or by telephone, at the time of the communication;
- (b) in the case of hand delivery, on the date of delivery;
- (c) in the case of postal delivery, on the second *business day* after posting;
- (d) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
- (e) in the case of email, on the date on which the sender's computer or other device from which the email was sent records that the email was successfully transmitted.

If a notice is received after 5:00 pm WST or on a day other than a *business day*, it is take to have been received on the next *business day*.

25. Electronic communication

We have the ability under the *contract* to engage in electronic commerce with *you*. This means that *we* may contact or correspond with *you* using the telephone, facsimile or email details that *you* have provided. An example of that is when *we* provide bills to *you* by email.

We may also make services or information available to *you* using *our* website.

We will not communicate with *you* using electronic communication without *your* prior agreement to do so.

We can set any rules about how electronic commerce is to operate and what things may be communicated electronically, and (other than where those rules are already in these terms and conditions) *we* will tell *you* how to find out what those rules are.

26. Confidentiality

We will:

- (a) keep *your* information confidential;
 - (b) only use *your* information for business purposes (for example, for debt collection purposes or to fully investigate complaints); and
 - (c) not pass on *your* information to anyone else,
- except where:
- (d) *we* have *your* prior consent;
 - (e) 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);
 - (f) disclosure is required to comply with any legal obligation or regulatory requirement, or in the course of legal or other proceedings or arbitration;
 - (g) the information is in the public domain other than by breach of this clause;
 - (h) *we* think *you* have used electricity illegally, and where *we* may give any information *we* have, in relation to *your* illegal use, to the people set out in clause 17.4; or
 - (i) *you* have not paid *your* electricity bill, and *we* disclose information to a credit reporting agency, but *we* will not provide information about a default to a credit reporting agency if:
 - (i) *you* have made a complaint in good faith about the default and the complaint has not been resolved; or
 - (ii) *you* have requested *us* to review *your* electricity bill and the review is not yet completed.

27. Network operator

We supply electricity, but do not own or operate the *SWIS*. The *SWIS* is operated by the *network operator*.

Where the *contract* refers to *us* or the *network operator* doing something (such as turning off *your* electricity 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.

The *network operator* is required to follow its *network operator customer charter*. A copy of that charter is available from the *network operator*.

We will try to make sure that the *network operator* does anything that these terms and conditions oblige *us* to do, but which in fact can only be done by the *network operator*. Ultimately, doing those things will depend on how quickly the *network operator* completes the work and is beyond *our* control.

28. 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.

29. Supplier of Last Resort

A *supplier of last resort* plan will come into effect if *our retail licence* is:

- (a) cancelled;
- (b) revoked or is not renewed; or
- (c) surrendered.

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

Despite anything else contained in the *contract*, if a *supplier of last resort* plan comes into operation the *contract* will cease to operate on the day that *you*:

- (d) are transferred to the *supplier of last resort* under the supplier of last resort plan; or
- (e) if the *supplier of last resort* plan permits, transfer to another retailer of electricity.

30. We can Change these Terms and Conditions

30.1 How we can change these terms and conditions

We can change these terms and conditions without *your* consent. When *we* do so, *we* will *publish* the changed terms and conditions and the date from which the change commences.

The terms and conditions will change on the published date. Any amendments or replacements made to the terms and conditions must be approved by the *Economic Regulation Authority* under the *Electricity Industry Act 2004* (WA). Exceptions are terms and conditions set out in clause 28; these can be changed in agreement with *you* and without the approval of the *Economic Regulation Authority*.

30.2 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 21 explains how to do that.

31. Information

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

- (a) our customer service charter;
- (b) the *Code*;
- (c) the *fees* and *prices* payable under the *contract*; or
- (d) a copy of the *contract*.

32. Complaints

Details of *our* complaint handling process are contained within *our customer service charter* which can be accessed through *our* website free of charge. *We* will handle *your* complaint in accordance with Australian Standard ISO 10002-2006.

You may make a complaint to *us* in relation to anything that we have done or failed to do. If *you* are not happy with *our* response *you* may choose to 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 *Ombudsman*.

33. GST

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

In addition to the *price* and *fees* 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 *your* paying the *price* by instalments), *fees* or other amounts payable to *us* under the *contract*.

34. Interpretation

34.1 Definitions

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

"adjustment date" means the date specified in the *customer schedule*;

"advance payment" means an amount of money or other arrangements acceptable to *us* as *security* against *you* defaulting on the payment of a bill;

"business day" means a day which is not a Saturday, Sunday or public holiday in Western Australia;

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

- (a) directly or indirectly, results in an increase in *our* cost of producing, conveying, supplying or selling electricity to *you* under the *contract*; and
- (b) is not a change to or imposition of a *relevant tax*;

"Code" means the Code of Conduct (For the Supply of Electricity to Small Use Customers) 2004 (WA);

"contract" means the legally binding agreement between *you* and *us*, of which these are the terms and conditions;

"contract term" means the duration of the *contract* that *you* have agreed to with *us* as specified in the *customer schedule*;

"contract year" means a period of 12 months beginning on the *supply date* or on any anniversary of the *supply date*, provided that in the event the *contract* ends otherwise than on an anniversary of the last date of the first *contract year*, the last *contract year* will end on the date the *contract* ends;

"cooling-off period" the period of 10 days after *you* enter into the *contract*;

"consumer" has the meaning given to it in the *Trade Practices Act 1974* (Cth) or similar state laws such as the *Fair Trading Act 1987* (WA);

"CPI" means the Consumer Price Index for Perth (all groups) published by the Australian Bureau of Statistics under Catalogue Number 6401.0 from time to time, and if that index is discontinued or if its basis of assessment changes so that it no longer accurately reflects changes in the prevailing levels of prices in the same manner as it did prior to the changes in its basis of assessment, then such other index in substitution for that index as *we* may select acting reasonably;

“**customer schedule**” has the meaning given to it in clause 4 of these terms and conditions;

“**customer service charter**” means the Griffin Customer Service Charter;

“**daily charge rate**” means the daily charge rate (if any) specified in the *customer schedule*;

“**door to door marketing**” has the meaning given to it in clause 1.5 of the *Code*;

“**Economic Regulation Authority**” means the body established by the *Economic Regulation Authority Act 2003* (WA);

“**event occurs which is beyond our control**” means an event or circumstance beyond *our* direct control or influence including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a distribution system or the electricity transmission system (as defined by section 3 of the *Electricity Industry Act 2004* (WA)) but excludes *your* or *our* inability to pay any money due under the *contract* for any reason;

“**event occurs which is beyond your control**” means an event or circumstance beyond *your* direct control or influence including acts of God, government orders, emergencies, but excludes *your* or *our* inability to pay any money due under the *contract* for any reason;

“**fee**” means a fee other than a *price*;

“**GST**” means goods and services tax under *A New Tax System (Goods and Services) Act 1999* (Cth).

“**government agencies**” means a government or government department or other body, a governmental, semi-governmental or judicial person (whether autonomous or not) charges with the administration of any applicable *law*;

“**identification**” means a card or other written material that identifies a person as *our* employee or agent;

“**law**” means:

- (c) the common law (as it applies in the State of Western Australia);
- (d) all present and future acts of the Parliament of the Commonwealth and of the Parliament of the State of Western Australia; and
- (e) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all *government agencies*;

“**local newspaper**” means a newspaper circulating in, or in part, of Western Australia;

“**medical practitioner**” has the meaning given to it in the *Medical Act 1894* (WA);

“**meter**” means the equipment used to measure the quantity of electricity *you* use at the *supply address*;

“**MWh**” means megawatt-hours;

“**network access tariff**” means the *fees* payable by *us* to the *network operator* from time to time for transmission and distribution of access services;

“network equipment” means the *meter* and any electrical facilities or other equipment used to transmit or measure electricity for transfer to *you*, before the point where electricity is transferred from the *meter*;

“network operator” means the operator of the *SWIS* (including its employees, subcontractors, agents and successors in title);

“network operator customer charter” means the charter put in effect by the *network operator* from time to time as required by the *Code*;

"off-peak energy price" means the "Off-Peak Energy Price" (if any) specified in the *customer schedule*, which is payable for the electricity supplied to *you* during any *off-peak period*;

"off-peak period" means a period that is not a *peak period*;

“Ombudsman” means the Energy Ombudsman;

“payment deduction authority” means a verifiable consent authorising *us* to deduct monies from a customer’s nominated credit card or bank account in payment of electricity bills;

"peak energy price" means the "Peak Energy Price" (if any) specified in the *customer schedule*, which is payable for electricity supplied to *you* during any *peak period*;

"peak period" means a period between 8:00 am and 10:00 pm (WST) on any Monday, Tuesday, Wednesday, Thursday or Friday;

“price” means the charge or charges for electricity as set out in the *customer schedule* (which may include a *peak energy price* and *off-peak energy price*), as may be adjusted from time to time in accordance with the *contract*;

“publish” means to publish a thing in the way set out in clause 34.2;

"quarter" means each period of three months beginning on 1 January, 1 April, 1 July and 1 October of each calendar year;

“relevant regulations” means any *laws* and regulations applying to *our* supply of electricity to *you* under the *contract*;

"relevant tax" means any *tax*:

(f) relating to the production, acquisition (including deemed acquisition), conveyance, supply or sale of electricity (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 electricity); or

(g) imposed upon *us* which is specific to the electricity industry;

“retail licence” means *our* retail licence under the *Electricity Industry Act 2004* (WA);

“security” means either a *payment deduction authority* or *advance payment* (or other form as agreed by *us*) required by *us* as security against payment of bills;

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

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

“**supply date**” means the date as specified in the *customer schedule* that we agree to start to supply *you* with electricity under the *contract*;

“**SWIS**” means the “South West Interconnected System”, a system of electricity transmission and distribution facilities controlled by the *network operator* and extending throughout a significant part of South West Western Australia;

“**tax**” means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding of whatever kind and whether direct or indirect, including any carbon tax or other cost arising as a result of a carbon trading scheme;

“**unit**” means 1 kilowatt hour of electricity;

“**we**” and “**us**” means Griffin Energy Sales Pty Ltd (ACN 128 193 993) of BGC Building, 15th Floor, 28 The Esplanade, Perth, Western Australia, 6000, and where the context requires *our* employees, subcontractors, agents and successors in title;

“**you**” and “**your**” refers to the person to whom electricity is (or will be) supplied under the *contract* as specified in the *customer schedule*; and

“**your equipment**” means all electrical facilities and equipment used to transmit or use electricity after the point where electricity is transferred to *you* from the *meter*.

34.2 How we publish things

We will *publish* things in the following manner:

- (a) advertise in a *local newspaper*;
- (b) place details on *our* website;
- (c) post *you* a notice (this notice may be sent before *your* next bill, or may be sent with or printed on *your* next bill); or
- (d) *we* will provide details in the *customer schedule* when *you* enter into the *contract*.

34.3 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";
- (d) "try" means "use reasonable endeavours";
- (e) "end", in relation to the *contract*, means "terminate";
- (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.

34.4 Other rules of interpretation

Governing Law

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

Interpretation Act

The rules of interpretation contained in the *Interpretation Act* 1984 (WA) apply to the interpretation of these terms and conditions, and any special conditions under clause 28, as though the *contract* were a written law, unless the contrary intention is shown.

Use of italic typeface

The fact that italic typeface has been applied to some words, defined in clause 34.1 or elsewhere, is to be disregarded in interpreting these terms and conditions.

Examples

Examples do not limit the generality of a clause.

Laws, regulations, codes etc

A reference to a *law*, regulation, code or standard is a reference to that *law*, regulation, code or standard as amended or replaced from time to time.

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*.

Effect of invalid or unenforceable terms

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.