

# Perth Energy Standard Form Gas Contract

## Thank you for choosing Perth Energy

Thank you for choosing Perth Energy as your gas retailer. If you have any questions or concerns after reading this Standard Form Contract please contact us. We encourage our Customers to give us feedback to help us improve, and we make all effort to operate better all the time. Perth Energy's contact details are:

Registered Office: Unit 3, 77 Mill Point Road, South Perth WA, 6151  
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## What we mean

**We** and **Us** means Perth Energy Pty Ltd (ABN 39 087 386 445) and **Our** has a corresponding meaning. **You** means the person/s taking a supply of gas from *us* at the *premises* and **Your** has a corresponding meaning.

### 1. Supply of Gas

*We* agree to sell gas to *you* at *Your premises* and *You* agree to purchase gas from *us* on the terms and conditions as set out in this *Contract*. The quantity of gas supplied by *us* to *You* will be the amount measured by the *meter* at *Your premises*.

### 2. Commencement and Term

2.1 This *contract* commences, subject to any cooling off period applicable to this Contract, on the date that *you* commence to take supply of gas at the *premises* from *us* (other than by fraudulent or illegal means) (**Commencement Date**):

- (a) having entered into a supply and sale contract with *us*; or
- (b) without having entered into a supply and sale *contract* with *us*; or
- (c) having cancelled a supply and sale *contract* with *us* within the cooling-off period relating to the *contract*, have continued to take supply of gas without entering into a further supply and sale *contract* with *us*.

2.2 *We* must sell and *you* must pay *us* for energy consumed at the *premises* from the *commencement date*.

2.3 (a) Unless *you* or *we* end the *contract* earlier under this clause 2.3, this *contract* continues for a period of 1 year from the day it came into effect. However, if 1 year passes without either *you* or *us* ending the *contract* under this clause 2.3, the *contract* is automatically renewed for another 1 year period. This automatic renewal occurs each year until *you* or *we* end the *contract* under this clause 2.3.

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

(c) If *you* end this *contract* because *you* enter into a *contract* for the supply of gas with another retailer, this *contract* ends when *we* are deemed to receive notification from the *Network*

*Operator* that *your premises* have been transferred to the other gas retailer in accordance with the *Retail Market Rules*.

(d) If *you* are disconnected, and *we* terminate this *contract*, the *contract* ends when *you* no longer have any right to reconnection.

2.4 *You* can end the *contract* at any time by advising *us* at least 3 *business days* before the day *you* want the *contract* to end.

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

(a) become insolvent (as defined in the Corporations Act 2001 (Cth)); or

(b) have a liquidator appointed; or

(c) become bankrupt (as defined in the Bankruptcy Act 1966 (Cth)); or

(d) commit a substantial breach any of *your* obligations under this *contract*.

2.6 If the *contract* ends:

(a) *we* may arrange for a final *meter* reading and for disconnection on the day the *contract* ends; and

(b) *we* may issue a final bill to *you*; and

(c) *we* can charge *you* a fee for the final *meter* reading, disconnection and final bill; and

(d) *we* can remove the *Gas Supply Equipment* at any time and *you* must let *us* have safe and unrestricted access to the *premises* to allow *us* 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 gas to *you*; and

(f) *you* must enter into a new *contract* with *us* if *you* want *us* to supply *you* gas.

### **3. Charges and Fees**

*You* are required to pay *us* the *Standard Tariff* and the price of other goods and services *you* choose to buy from *us*. *You* must also pay all costs, *fees* and charges *we* can lawfully recover from *you* under the *relevant regulations*, as well as any taxes, levies, regulated charges, costs, *fees* and charges that *we* have to pay when *we* sell and supply Gas and other goods and services to *you*. If *you* breach this *contract* or a provision of the *relevant regulations* *you* will be required to pay any costs *we* incur as a result of that breach, as well as any *fees* *we* charge in relation to that breach.

3.1 There are two main types of *Standard Tariffs* available: residential *Standard Tariff* and business *Standard Tariff*.

a) To be eligible for the residential *Standard Tariff*, the *premises* must be a dwelling (a house, flat, home unit or other place of residence) and *you* must use *your* gas supply for a residential (or household) purpose. If *you* are paying a residential *Standard Tariff*, *you* must not use gas for a non-residential purpose and must give *us* reasonable notice if *you* do so. If *you* don't give *us* reasonable notice, *we* can backdate the business *Standard Tariff* to the start of the non-residential use (up to a maximum of 12 months).

b) If *you* do not qualify or no longer qualify for the residential *Standard Tariff* *you* must pay the business *Standard Tariff*.

c) *Your* bill will show *you* which *Standard Tariff* *you* are paying.

d) If we change the *Standard Tariffs*, we will publish those changes and the date that the change will take effect (see clause 4.2 for how we publish information). We will also notify you of the changes in the *Standard Tariffs* in your next bill.

For an explanation of the *Standard Tariffs* available please visit our website or call us.

3.2 A *Standard Tariff* can include a fixed component and a usage component based on the amount of gas you use. The usage component can be charged at different rates depending upon the amount of gas you use.

3.3 We can charge you fees that are in addition to the *Standard Tariff*. You must pay us the fees that apply to you. We can charge you fees for:

(a) your account application; and

(b) reading your meter when access was not possible (see clause 5.2); and

(c) testing your meter (see clause 5.3); and

(d) sending you overdue notices (see clause 6.2); and

(e) reading your meter when you move out of the premises (see clause 12.4); and

(f) turning off your gas in some situations (see clause 14.6); and

(g) turning on your gas in some situations (see clause 15); and

(h) removing or physically disconnecting the meter (see clause 14.11); and

(i) replacing or physically reconnecting the meter (see clause 14.11); and

(j) other non-standard connection costs; and

(k) other fees.

All charges identified in clauses 3.2 and 3.3 will be itemised on customers' bill. For an explanation of our fees please visit our website or call us.

#### 4. Notices

4.1. Any notice or other communication given under the contract:

(a) does not have to be in writing, unless the contract expressly requires that the notice or communication must be in writing;

(b) subject to clause 4.1(c), is taken to be received:

(1) in the case of a verbal communication, at the time of the communication; and

(2) in the case of hand delivery, on the date of delivery; and

(3) in the case of post, on the second business day after posting; and

(4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and

(5) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and

(c) if received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

4.2. In this contract, when we say we will publish information we will:

(a) post information on our website; or

- (b) communicate to *you* information at the *premises* according to clause 4.1; or
- 4.3. (a) *We* can use electronic communication (such as e-mail or SMS) to give information to *you* with *your* consent.
- (b) *We* can decide procedures as to how electronic communication will operate and what things can be communicated electronically. For more information about electronic communication, visit *our* website or call *us*.

## 5. Billing

- 5.1. *We* use *meter* readings to prepare *your* bill. *We* bill *you* on the amount of energy in the gas *you* use, not the volume of gas. To calculate *your* consumption, *we* first measure the volume of gas *you* use via the *meter* (in cubic meters or cubic feet). *We* then convert the volume of gas *you* use into units by applying a *Heating Value*. This *Heating Value* is measured by the *Network Operator* at a number of places and it can change from time to time.
- 5.2. *We* will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* once every *Billing Cycle*. However, if *we* ask *you* and *you* agree, *you* can read the *meter* yourself and provide *us* with the *meter* readings. In that case, *we* will bill *you* on the basis of *your meter* readings subject to an actual read by the *Network Operator*.

In any event, *we* will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* at *your premises* at least once every 12 months.

*We* may provide *you* with an estimated bill if *we* don't have information available to *us* to prepare an accurate bill in time because:

- (a) *access is denied as a result of action by you, a third party, weather conditions, an industrial dispute or other reasons beyond our control;*
- (b) *you are vacating the supply address and require a final account immediately;*
- (c) *access is denied for safety reasons;*
- (d) *the meter or ancilliary equipment has recorded usage incorrectly; or*
- (e) *the meter has been tampered with or bypassed.*

Where *we* provide *you* with an estimated bill, it will be based on:

- (f) *your* reading of the *meter*; or
- (g) *your* prior billing history; or
- (h) if *we* do not have *your* prior billing history, then *we* may use:
- (1) the average usage of gas at the *Standard Tariff* that applies to *you*; or
- (2) the average usage for *your* type of *meter*; or
- (3) the average usage at the *premises*.

If *we* have provided *you* with an estimated bill, which is not a final bill, and *we* subsequently obtain a *meter* reading from the *Network Operator*, then *your* next bill will be adjusted to take account of that *meter* reading. If *we* have provided *you* with a final bill based on an estimate, *we* will not adjust *your* final bill if *we* are subsequently able to read the *meter* or if *we* subsequently obtain a *meter* reading from the *Network Operator*.

Also, if the reason *we* used an estimate was because it wasn't possible to access *your meter* you can ask that *we* replace the estimated bill with a bill based on a *meter* reading. Provided you grant the *Network Operator* access to the *meter* and pay *us* a reasonable charge, *we* will do so.

- 5.3. You can ask *us* to test the *meter* to ensure that it is measuring accurately and *we* will arrange for the *Network Operator* to test the *meter* if you first pay to *us* a *meter* testing fee. If *we* find that the *meter* is not measuring accurately, then *we* will refund the *meter* testing fee to you. If the *meter* is not measuring accurately, *we* will also arrange for the *Network Operator* to either repair or replace the *meter* at no charge to you.

By "accurate", *we* mean the *meter* is measuring as accurately as the law requires.

- 5.4 *We* will bill you at least once every three months and in accordance with the *billing cycle* that *we* set for our customers from time to time, unless *we* and you have agreed otherwise. As an indication, *our billing cycle* is no more than once every one month and no less than once every three months.

- 5.5 Your bill will contain the following information relevant to the *billing cycle*:

- (a) the account name and account number; and
- (b) the *premises* address and (if required) mailing address; and
- (c) the *Standard Tariff* that *we* charged you; and
- (d) the *fees* *we* charged you; and
- (e) the amount due and the due date; and
- (f) the telephone number for billing and other payment enquiries; and
- (g) the telephone number to contact if you are experiencing payment difficulties (see clause 6.4 for information about payment difficulties); and
- (h) the 24-hour telephone number for faults and emergencies; and
- (i) the dates and results of the previous and current *meter* readings or estimates; and
- (j) your gas use or estimated use; and
- (k) the *meter* or property number; and
- (l) the ways you can pay your bill, including information about payment methods and payment options available to you (see clause 6.1 for some of the payment options); and
- (m) if a residential *Standard Tariff* applies to you, the concessions that are available to you from *us* or the government; and
- (n) the amount of arrears or credit and the details of any adjustments; and
- (o) the amount of any other charge and the details of any service provided; and
- (p) the availability of a *meter* test on the conditions described in clause 5.3; and
- (q) interpreter services; and
- (r) the interest rate *we* applied to any outstanding amounts; and
- (s) the details of security you provided (in accordance with clause 7.2).

The *Standard Tariff* and other *Fees* will be separately itemised on your bill. If *we* provide you with additional goods and services during the *billing cycle*, *we* will also include a description of those goods or services.

## 6. Payment

- 6.1 *You* must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 14 *business days* from the date of the bill.

*You* can pay *your* bill using a range of payment options, including payment in person and by mail.

*You* can find out the full range of payment options that *you* can choose from by referring to *your* bill, by visiting *our* website or by calling *us*. If *you* are unable to use one of these options because *you* are going to be absent for a long period (for example due to illness or extended holiday) *you* can arrange with *us* to redirect *your* bill or to make payments in advance.

- 6.2 If *you* do not pay the total amount payable for any bill by the due date, then *we* can:

- (a) send a *Disconnection Warning* to *you*; and
- (b) charge *you* a fee for each overdue account notice *we* send to *you*; and
- (c) where *you* are paying a business *Standard Tariff*, charge *you* interest on the amount *you* have not paid; and
- (d) disconnect *your* gas supply; and
- (e) shorten *your* *billing cycle*.

If *you* are paying a business *Standard Tariff*, the interest rate charged on outstanding amounts will be 12.75 percent per annum (calculated daily). *We* may change this rate. If *we* do change this rate, *we* will publish the changes (see clause 4.2 for how *we* publish things).

If *you* do not pay the total amount payable for any bill after *we* send a *Disconnection Warning* to *you*, then *we* can refer *your* debt to a debt collection agency for collection and if *we* do so, *you* must pay any costs that *we* incur in connection with the recovery of the unpaid bill (including the agency *fees* and legal *fees*).

If *you* pay a bill and the payment is dishonoured or reversed and, as a result, *we* incur costs or have to pay *fees* to any other person, *you* must reimburse *us* for those costs and *fees*.

- 6.3 Unless *you* direct *us* otherwise:

- (a) *we* will apply *your* payment to the amount due for *your* gas use before applying it to other items; and
- (b) if *we* also supply electricity to *you*, then *we* will apply *your* payment to the amount due for *your* gas use and electricity use in equal proportions before applying it to other items.

- 6.4 If *you* are having trouble paying *your* bills, please advise *us*.

As an indication, *we* will offer the following options to *you*:

- (a) instalment plan options, such as a *Payment Plan*; or
- (b) redirection of a bill to a third person; or
- (c) information about, and referral to, government assistance programs; or
- (d) information about independent financial counselling services.

If *you* are paying a residential *Standard Tariff* and seek assistance, *we* will assess *your* request within 3 *business days* of *your* request and *we* will offer *you* assistance in accordance with *our* *Payment Difficulties and Financial Hardship Policy*.

For more information about government assistance programs and independent financial counselling services, visit *our* website or call *us*.

- 6.5 If *you* ask *us*, and at the time of the request *you* are *our* customer, *we* will give *you* a copy of *your* billing data held by *us* for the *premises*. *We* will use *our* reasonable endeavours to provide it within 10 *business days* of *your* request.

Unless *we* are required by law to provide the billing data free of charge, *we* can ask *you* to pay a reasonable fee before *we* provide the data to *you*. For example, *we* must provide *you* with historical billing data free of charge:

- (a) for the period 2 years before a request; and
- (b) if the request is in relation to a complaint made by *you* to the *Gas Industry Ombudsman*.

If *you* want billing data for a period before the date *we* started to supply *you* gas, *you* will need to ask *your* former gas retailer for the billing data.

## **7 Credit worthiness and Refundable Advances**

- 7.1 *You* authorise *us* to conduct a credit check assessment on *you*.

- 7.2 *We* can require *you* to provide *us* with a security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.

The amount of *your* security will be no more than 1.5 times *your* average bill if *you* pay quarterly or 2.5 times *your* average bill if *you* pay monthly. To determine *your* average bill, *we* can use *your* billing history or the consumption history of similar customers or business types.

If *you* are paying a residential *Standard Tariff*, *we* can ask *you* to provide a security when:

- (a) *you* pay a type of *Standard Tariff* that requires *you* to provide a security; or
- (b) *you* do not have a satisfactory payment record at a previous *premises*; or
- (c) *you* have applied to *us* for supply at a new *premises* and *you* do not have an acceptable credit reference; or
- (d) *your* gas supply has been disconnected under clause 14.6 of this *contract* or a similar clause in a previous *contract*; or
- (e) amounts that were outstanding when *you* left a previous *premises* remain unpaid and *you* refuse to make a payment arrangement for those amounts.

If *you* provide a security under this clause, then:

- (f) *we* will keep the security in a trust account and identify it separately in *our* accounting records; and
- (g) interest will accrue daily at the bank bill rate (as defined in the *Relevant Regulations*) and is capitalised every 90 days unless paid.

- 7.3 *We* will only use *your* security, together with any accrued interest, to offset any amount *you* owe *us* if:

- (a) *your* failure to pay a bill resulted in the disconnection of supply at the *premises*; or
- (b) *you* default on a final bill; or
- (c) *you* default on *your* bill and *you* and *us* agree that *we* can use the security to avoid disconnection; or

(d) *you* have so requested because *you* are leaving the *premises* or asked *us* to disconnect supply at the *premises*; or

(e) *you* transfer to another retailer.

7.4 If *we* use *your* security under clause 7.3 above, then within 10 *business days* we will provide *you* with an account and pay *you* any balance together with any interest.

## **8. GST**

8.1 In this clause:

(a) An expression or word used in this clause which has a particular meaning in the *GST Law*, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and

(b) A reference to *GST* payable by a party includes any corresponding *GST* payable by the representative member of any *GST* group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any *GST* group of which that party is a member.

8.2 Unless *GST* is expressly included, any amount payable under this *contract* for any supply made under or in connection with this *contract* does not include *GST*.

8.3 To the extent that any supply made under or in connection with this *contract* is a taxable supply, the *GST* exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which *GST* is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.

8.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of *GST* paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the *GST* paid by *you*:

(a) *We* must provide a refund or credit to *you*, or *you* must pay a further amount to *us*, as appropriate, at the same time as the *GST* exclusive component of the adjustment is refunded or paid;

(b) the refund, credit or further amount (as the case may be) will be calculated by *us* in accordance with the *GST Law*; and

(c) *We* must notify *you* of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of *GST* payable. If there is an adjustment event in relation to the supply, *our* requirement to notify *You* will be satisfied by *us* issuing to *you* an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

8.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of *GST* paid or payable in respect of any supply made under or in connection with this *contract*.

8.6 If a payment to a party under this *contract* is a payment by way of reimbursement or indemnity and is calculated by reference to the *GST* inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for *GST* pursuant to clause 8.3.

## **9. Review of Bill**



9.1 We will review a bill at *your* request, provided that *you* agree to pay any future bills and:

- (a) the portion of the bill under review that *you* and *we* agree is not in dispute;
- (b) an amount equal to the average amount of *your* bills for the previous 12 months; or

If the bill is found to be incorrect, *we* will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If the bill is found to be correct, *you* may request to have *your meter* tested to establish whether it is measuring accurately. If the *meter* is found to comply with the *metering standards* set in the *Relevant Regulations*, *you* must pay *us* all costs associated with the test and pay the amount of the bill.

9.2 We may recover from *you* any amount *you* have been undercharged. Where *you* have been undercharged as a result of *our* error, including a *metering* error, *we* will only recover the amount undercharged in the last 12 months prior to the *meter* reading date on the last bill sent to *you* (the **undercharged amount**) and will not charge *you* interest on the *undercharged amount*. We will show the *undercharged amount* as a separate item on *your* bill, together with an explanation of the amount that was undercharged.

We will offer *you* the opportunity to pay the *undercharged amount* in instalments over the same length of time during which *you* were undercharged. Where *we* have undercharged *you* as a result of fraud by *you* or use of gas otherwise as in accordance with the *AGA Code*, *we* may take action against *you* in accordance with paragraph 3.1.5 of the *AGA Code*. This may include:

- (a) disconnecting supply to *your premises* in certain circumstances;
- (b) estimating the gas usage at the *premises* for which *you* have not paid *us*; and
- (c) taking debt recovery action against *you* for the unpaid amount as well as any disconnection costs and *our* reasonable legal costs.

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

- (a) notify *you* of this overcharging within 10 *Business days* after *we* become aware of the overcharging;
- (b) provide *you* with a refund for the overcharged amount (**Correcting Refund**);
- (c) refund any charge to *you* for testing the *meter* where the *meter* is found to be defective; and
- (d) *we* will not pay *you* interest on the *Correcting Refund*.

In the event that the overcharged amount relates to a *meter* error, if *you* are paying a residential *Standard Tariff*, the *correcting refund* will only relate to errors for (at a maximum) the 12 months prior to *your* most recent bill. Where *we* are required to pay *you* a *correcting refund* under the *contract*, *you* can choose whether *we* make the *correcting refund* as:

- (a) a credit to *your* account;
- (b) a payment directly to *you*; or
- (c) a payment to a third party (if *you* have given *us* written instructions to this effect).

## 10. Metering

10.1 *We* or the *Network Operator* will provide, install and maintain *Gas Supply Equipment*, including the *meter* and necessary ancillary equipment at the *premises*, after due consideration of *your* wishes.

The *Gas Supply Equipment* remains the property of the *Network Operator* at all times and the *Network Operator* is responsible for installing and maintaining the *Gas Supply Equipment*.

*You* must not do anything that will damage or interfere with the *Gas Supply Equipment* or use gas in a way that interferes with that equipment.

**“Gas Supply 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 that gas leaves the *meter*.

10.2 *You* are responsible for keeping *your Equipment* in good working order and condition. **“Your Equipment”** is all equipment located after (downstream of) the point that gas leaves the *meter* at the *premises* which is used to take supply of or consume gas except any *Gas Supply Equipment*.

10.3 *You* must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *Gas Supply Equipment*; or
- (b) do anything that will prevent *us* from accessing the *Gas Supply Equipment*; or
- (c) use gas in a way that interferes with the supply of gas to anyone else or causes loss to anyone else; or
- (d) unless *you* have *our* permission, turn the *meter* on if the *meter* has been turned off by *us* or by the *Network Operator*; or
- (e) allow anyone else to do the things described in this clause 10.3.

## 11. Access

(a) *You* must let *us* or persons nominated by *us* (including the *Network Operator*) have safe and unrestricted access to the *premises* when *we* need it:

- (1) to read the *meter*; or
- (2) to inspect or work on the *Gas Supply Equipment*; or
- (3) to inspect the gas installation (as defined in section 4 of the Gas Standards Act 1972 (WA));
- (4) to disconnect or reconnect *your* gas supply; or
- (5) to inspect or work on *Your Equipment*; or
- (6) for any other reason relating to the supply of gas to the *premises*.

(b) *We* will give *you* 24 hours notice before *we* or the *Network Operator* enters the *premises* for the purposes allowed in this *contract*, except:

- (1) for routine *meter* reading or *meter* replacement; or
- (2) in an emergency; or
- (3) if *we* suspect that gas is being used illegally at the *premises*.

(c) If *we* or the *Network Operator* enters the *premises* for the purposes of planned work then *we* will give *you* at least 4 *business days* notice.

(d) Any representative of the *Network Operator* or *us* who enters the *premises* will wear, in a visible manner in accordance with *our* or the *Network Operator's* requirements, official identification or will carry such identification and show it to *you* if *you* are at the *premises*.

## 12. Gas Supply at *Your premises*

12.1 If *you* move into the *premises*, then before *we* supply *you* gas at the *premises*, *we* can require *you* to:

(a) apply to *us* for gas supply (by phone, by e-mail, in person or in writing) and provide *us* with identification *we* consider acceptable; and

(b) provide *us* with assurance that *we* will be able to access the *meter* (and other *Gas Supply Equipment*) according to clause 11; and

(c) provide *us* with contact details for billing purposes; and

(d) provide *us* with contact details of the property owner or agent if the *premises* is a rental property; and

(e) in the case of a new gas connection, provide *us* with information about *your* estimated gas usage; and

(f) in the case of an existing gas connection, provide *us* with information on the number and type of appliances installed, number of household occupants and anticipated usage of appliances; and

(g) agree to pay *us* all relevant charges and *fees* according to this *contract*; and

(h) provide *us* with a security in accordance with clause 7.2; and

(i) pay *us* any outstanding debt *you* owe *us* for the supply of gas at another *premises* (but not debts that are subject to a dispute or repayment arrangements).

12.2 *We* will sell *you* gas from the day that *your* gas supply is turned on at the *premises*. *We* will use *our* best endeavours to make supply available to *you* at the *premises* by the date *we* agreed to sell *you* gas or, if no date was agreed, within 20 *business days* from the date of *your* application.

If *you* move into the *premises* and it does not already have an existing gas connection, then before *we* supply *you* gas at the *premises* each of the following conditions must be satisfied:

(a) *you* do the things listed in clause 12.1; and

(b) the *Gas Supply Equipment* (and its installation) complies with the regulatory requirements; and

(c) if *we* ask *you*, *you* have given *us* notices of installation from a gas installer; and

(d) there is an adequate supply available at the necessary volume and pressure at the boundary of the *premises*.

12.3 If *you* move into the *premises* and it has an existing gas connection, *we* will use *our* best endeavours to make supply available to *you*:

(a) in accordance with the standards maintained by the *Network Operator*; and

(b) at the *premises* by the date *we* agreed to sell *you* gas or, if no date was agreed, within 1 *business day* from the date of *your* application.

Before we supply gas to you at the *premises*, each of the following conditions must be satisfied:

- (a) you do the things listed in clause 12.1; and
- (b) you apply to us before 3.00 pm on the *business day* before you require connection; and
- (c) the *Gas Supply Equipment* (and its installation) complies with the regulatory requirements; and
- (d) there is an adequate supply available at the necessary volume and pressure at the boundary of the *premises*; and
- (e) the *meter* at the *premises* is available to use; and
- (f) the relevant *Gas Network* standards are met.

We will charge you for gas supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless you read the *meter* and advise us of the *meter* reading within 3 *business days* of the day that you move in. If a final *meter* reading was not taken, we will estimate the amount of gas used by the previous occupant so we do not overcharge or undercharge you.

12.4 (a) If you move out of the *premises* and no longer wish to obtain a gas supply at the *premises*, you must advise us:

- (1) at least 3 *business days* before you move out; and
- (2) of an address where the final bill can be sent.

(b) If you advise us as described in clause 12.4(a), and you move out of the *premises* at the time specified in your notice, then we will make a final *meter* reading on the day that you move out of the *premises* and issue a final bill to you. In that case, you are only required to pay for gas used up to the day you move out of the *premises*.

(c) If you advise us as described in clause 12.4(a), and you move out of the *premises* before the time specified in your notice then you must pay for gas up to the time specified in your notice unless you have demonstrated to us that you were evicted from the *premises* or were otherwise required to vacate the *premises*.

(d) If you do not advise us as described in clause 12.4(a), then subject to any applicable laws, we may require you to pay for gas used at the *premises* for up to a maximum of 3 days after we discover that you have moved out of the *premises* (subject to any applicable laws). However, we will not require you to pay for gas used at the *premises* from the time that a new customer has an obligation to pay for gas supply at the *premises* under a new contract.

(e) If your final bill is in credit after you have paid us all amounts payable under clause 12.4, then you can choose to have us credit your new account with this amount or repay the amount to you.

12.5 You agree to:

- (a) co-operate with the *Network Operator* in relation to connecting your *premises* to the *Gas Network*; and
- (b) allow us to give the *Network Operator* your details.

Although we are separate companies, we may ask the *Network Operator* to do things for us (such as turn on your gas supply or read your *meter*). Where the contract says we will do things that relate to the disconnection or reconnection of supply and the *Gas Supply Equipment*, we may ask the *Network Operator* to do those things for us.

### 13. Disputes

- 13.1 If *you* wish to raise a complaint concerning *our* performance or *your* gas supply, *we* encourage *you* to contact *us* to discuss the issue. *We* will manage any complaint according to the Australian Standard on Complaints Handling (AS 4269) 1995 and *our* Customer Complaints Policy.
- 13.2 If *you* are unhappy with *our* response, *you* may make a complaint to a higher level within *our* management structure. If *you* are still unhappy with *our* response, then *you* may refer the complaint to the *Gas Industry Ombudsman* (*you* should give *us* the opportunity to respond to *your* complaint before *you* refer it to the *Gas Industry Ombudsman*). For more information about *our* complaints handling process and the *Gas Industry Ombudsman*, visit *our* website or call *our* *us*.

### 14. Disconnection

- 14.1 *We* can interrupt or disconnect *your* gas supply, at any time without notice to *you* in an emergency, if *we* are permitted or required by law or if the *Network Operator* requires *us* to do so. *We* will:
- (a) provide information via the 24 hour emergency line about the nature of the emergency and estimate the time when supply will be restored; and
  - (b) use *our* best endeavours to turn *your* gas on again as soon as possible (see clause 14.10 for information about reconnecting *your* gas supply).
- 14.2 *We* can interrupt or disconnect *your* gas supply for a health or safety reason if, before *we* do so:
- (a) *we* notify *you* in writing of the reason; and
  - (b) where *we* think *you* can fix the reason, *you* have had 5 *business days* to fix it; and
  - (c) where after 5 *business days* the reason remains, *we* send to *you* a *Disconnection Warning* advising *you* that *we* will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *Disconnection Warning*.
- We* can charge *you* a fee for disconnecting *your* gas supply in these circumstances.
- 14.3 *We* can interrupt or disconnect *your* gas supply if the *Network Operator* needs to carry out planned work on the *Gas Network*. If this occurs, *we* will use *our* best endeavours to give to *you* at least 4 days notice before interrupting or disconnecting *your* gas supply and *we* will reconnect *your* gas supply as soon as *we* can.
- 14.4 In addition to the reasons in clauses 14.1 to 14.3, *we* can arrange the *Network Operator* to disconnect *your* gas supply, acting in accordance with clause 14.5 and applicable laws (see clause 16 for information about the *Network Operator*), if:
- (a) *you* fail to pay a bill (either for the *premises* or a previous *premises*) in full by the due date shown on the bill (see clause 5 for information about billing); or
  - (b) *you* do not agree to a *payment plan* or other payment option; or
  - (c) *you* do not perform *your* obligations under a *payment plan* or other payment option; or
  - (d) *you* do not give *us* or the *Network Operator* safe and unrestricted access to the *premises* or the *meter* (see clause 10 for information accessing the *premises*); or
  - (e) *you* commit a fraud relating to *our* supply of gas to *you* at the *premises* or any other *premises*; or

- (f) you get gas supplied to the *premises* illegally or in breach of a relevant regulation or code; or
- (g) where we require you to provide us security, you fail to provide it to us (see clause 7.2 for information about security); or
- (h) you fail to keep *Your Equipment* in good working order or condition (see clause 10 for information about *Your Equipment*); or
- (i) you get gas supplied to the *premises* in breach of this *contract*.

We can charge you a fee for disconnecting your gas supply in these circumstances.

14.5 If we wish to disconnect your gas supply because you fail to pay a bill, then we will:

- (a) give you a *Reminder Notice* not less than 14 *business days* from the date that we issued you the bill advising you that payment is overdue and requiring payment by a specified date (which will be not less than 20 *business days* after the date that we issued you the bill); and
- (b) if you still have not paid us by the time indicated in the *Reminder Notice*, then give you a *Disconnection Warning* not less than 22 *business days* from the date that we issued you the bill, advising you that we will disconnect you on a day that is at least 10 *business days* after we give you the *Disconnection Warning*; and
- (c) not disconnect you until at least 1 *business day* after the date that we say we will disconnect your gas supply in the *Disconnection Warning*;
- (d) use our best endeavours to contact you; and
- (e) if you are paying a residential *Standard Tariff*:
  - (1) offer you a *payment plan* or alternative *payment plan*; and
  - (2) give you information in accordance with clause 6.4; and
- (f) if you are paying a business *Standard Tariff*, offer to extend the due date for payment on terms and conditions (including the payment of interest).

We will not disconnect you unless:

- (a) you have not accepted our offer under either clause 14.5(e) or (f) within the specified period (which must be at least 5 *business days*); or
- (b) you have accepted our offer but not have taken reasonable action towards settling the debt within the specified time.

For more information about your options if you have payment difficulties, refer to your bill, visit our website or call our us.

14.6 If we wish to disconnect your gas supply because you fail to give us or the *Network Operator* access to the *premises*, we will:

- (a) only disconnect you if you have denied access for the purposes of reading the *meter* for the purposes of issuing 3 consecutive bills; and
- (b) give you a notice requesting access to the *meter* at the *premises* each time access was denied; and
- (c) use our best endeavours to contact you; and
- (d) give you an opportunity to offer reasonable alternative access arrangements; and
- (e) send to you a *Disconnection Warning* advising you that we will disconnect your gas supply on a day that is at least 5 *business days* after you are deemed to receive the *Disconnection Warning*.

14.7 If we wish to disconnect *your* gas supply under 14.4(g) because *you* fail to provide any required security to *us*, we will only disconnect *your* gas supply after we send to *you* a *Disconnection Warning* advising *you* that we will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *Disconnection Warning*.

14.8 We must not disconnect *your* gas supply if:

- (a) *you* give *us* a statement from a *Medical Practitioner* stating that *your* gas supply is necessary to protect the life or health of a person who lives at the *premises* and *you* have entered into arrangements acceptable to *us* in relation to payment; or
- (b) *you* have applied for a government concession or grant and the application has not been determined; or
- (c) *you* have made a complaint to the *Gas Industry Ombudsman* about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved; or
- (d) *you* have agreed to a *payment plan* or other payment option; or
- (e) *you* cannot pay *your* bill because of a lack of income or other means and we have not done the things we must do in clause 14.5; or
- (f) *you* have not paid *your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and have agreed to repay the outstanding amount; or
- (g) *you* have an amount outstanding on *your* bill that is not a *Standard Tariff* or any other charge contemplated by the *AGA Code*; or
- (h) disconnection would occur on a Friday, after 3.00 pm on any other Weekday, on a Weekend or on a Public Holiday, except in the case of interruptions or disconnections for planned work (see clause 14.3 for information about planned work); or
- (i) we have not given *you* information on any government funded concessions as outlined in the *AGA Code*.

14.9 If the *Network Operator* disconnects *your* gas supply at *our* request under this clause 14, then:

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

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

14.11 The supplier or distributor shall use its best endeavours to minimise interruption to supply occasioned by planned maintenance or augmentation and restore supply as soon as practicable.

## 15. Reconnection

If *your* gas supply is disconnected under clause 14, then we will arrange for the *Network Operator* to reconnect *your* gas supply when *you* ask *us* to reconnect *your* gas supply and we are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

For example, the circumstance giving rise to the disconnection may no longer exist because *you* provide access to the *premises* and the *meter* or we are reasonably satisfied that *you* cannot

continue to obtain *your* gas in the unauthorised way and *you* have paid all amounts owing to *us* under this *contract* (or made an arrangement to pay them).

*We* will reconnect *your* gas supply if, within 10 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist. If *your* gas supply is disconnected in an *Emergency* situation (under clause 14.1), for life or health safety (under clause 14.2) or planned work reasons (under clause 14.3), then *we* will reconnect *your* gas supply if, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist.

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

(a) before 3.00 pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply on the same day as *your* request; or

(b) after 3.00 pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply as soon as *we* can on the next *business day* or the same *business day* if *you* pay the after hours reconnection fee and *you* ask before 5:00 pm.

*We* can charge *you* a fee for reconnecting *your* gas supply except if the disconnection was due to:

(a) an *Emergency*; or

(b) planned work.

This clause 15 does not apply to cases where disconnection is required under the Gas Standards Act 1972 (WA).

## **16. *Our* responsibility for Gas Supply**

In order to sell gas to *you*, *we* ask the *Network Operator* to deliver the gas through the *Gas Network*.

The *Gas Network* is operated by the *Network Operator* and *we* cannot control the way in which the *Network Operator* operates the *Gas Network*. For example, *we* cannot control the quality, volume or continuity of gas being supplied to *you* through the *Gas Network*.

However, if *you* are a *consumer*, then certain terms to do with *our* supply of gas to *you* will be implied into this *contract* for *your* benefit under the Trade Practices Act 1974 (or similar state laws). These terms cannot be excluded or modified by any provision of this *contract*.

Except where *you* are a *consumer* and a term implied into this *contract* requires *us* to do so:

(a) *we* do not guarantee that the gas supplied to *you* will be of any particular quality or that *you* will obtain a continuous supply of gas without interruptions; and

(b) *we* will not be liable to *you* for:

(1) any loss or damage associated with any surge in the gas supply or *us* failing to supply gas meeting any particular quality; or

(2) business interruption loss; or

(3) lost profits; or

(4) loss of an opportunity; or

(5) *your* liability to other people under *contracts* or otherwise,



whether arising from or in connection with *our* breach of *contract*, *our* breach of statutory duty, *our* negligence or otherwise.

As a gas retailer, *we* are not responsible for matters relating to the operation of the *Gas Network*. However, to assist *you* when *you* raise a concern with *us* about *your* gas supply, *we* can:

- (a) supply *you* with a copy of the distribution standards if *you* pay *us* a fee; and
- (b) respond to a request about changes in the quality of *your* gas supply that exceed the distribution standards; and
- (c) advise *you* about things *you* can do to avoid interfering with *Gas Network* equipment or another person's gas supply; and
- (d) forward *your* concerns to the *Network Operator*.

For more information about *our* liability to *you* under this *contract*, visit *our* website or call *us*.

## **17. Liability**

17.1 Notwithstanding any other provision of this *contract*, nothing in this *contract* is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

17.2 Except as expressly set out in this *contract*, any representation, warranty, condition or undertaking which would be implied in this *contract* by law, is excluded to the maximum extent permitted by law.

17.3 *Our* liability, if any, under this *contract* is limited to the maximum extent permitted by section 68A of the Trade Practices Act 1974. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, *our* liability for breach of this *contract* is limited to (at *our* option):

- (a) in the case of goods being energy:
  - (1) the replacement of the gas or the supply of equivalent gas; or
  - (2) the payment of the cost of replacing the gas or of acquiring equivalent gas; or
- (b) in the case of services:
  - (1) the supply of the service again; or
  - (2) the payment of the cost of having the services supplied again.

17.4 *Business customers* must take reasonable precautions to minimise the risk of loss or damage to any equipment, *premises* or business of the *business customer*, which may result from poor quality, or reliability of gas supply.

## **18. Privacy and Personal Information**

Unless *we* are permitted to do otherwise under this *contract*, *we* will keep *your* information confidential in accordance with the procedures and steps set out in *our Privacy Policy*. In particular *we* will keep *your* information confidential in accordance with the *Marketing Code of Conduct* unless:

- (a) *we* have *your* prior written consent; or

- (b) the law (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to do so; or
- (c) *we* need to use the information for *our* regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- (d) the information is already in the public domain; or
- (e) *we* believe *you* have used gas illegally and, as a result, *we* provide relevant information to the Economic Regulation Authority or the Director of Energy Safety; or
- (f) *we* use the information for business purposes.

For more information about *our Privacy Policy*, visit *our* website or call *our* *us*.

## 19. Information

19.1 *We* will provide or make the following available to *you*:

- (a) a copy of the terms and conditions of this *contract*; and
- (b) a copy of the *Relevant Regulations* and a copy of any code; and
- (c) a copy of the distribution standards; and
- (d) information about *our* policies, *our* customer service charter and *our* complaints handling process; and
- (e) information about *Standard Tariff* and other *fees you* must pay; and
- (f) information about energy efficiency; and
- (g) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.4 of this *contract*; and
- (h) *your* billing data according to clause 6.5; and
- (i) any other information *we* said *we* would give *you* in this *contract*.

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

19.2 *You* must advise *us* as soon as possible if:

- (a) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
- (b) the person responsible for paying *your* bills changes; or
- (c) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
- (d) *you* become aware of a gas leak or a problem with the *Gas Supply Equipment* which is at, or reasonably close to, the *premises*; or
- (e) *you* change the way *you* use gas (such as if *you* no longer use *your* gas supply for a residential purpose but *you* still pay a residential *Standard Tariff*); or
- (f) *you* are planning a change to *Your Equipment* that may affect the quality or safety of gas supply to *you* or anyone else.

## 20. Assignment

20.1 *You* may not assign this *contract* without *our* prior written consent.

20.2 We may assign, or otherwise dispose of the whole or any part of *our* interest in this *contract* to a person who acquires all or a substantial portion of the assets of *our* business of retailing energy without *your* prior consent.

## 21. Variation

21.1 We can change the terms and conditions of the *contract* from time to time without *your* consent. If these terms change and those changes are approved by the Economic Regulation Authority, then *your contract* will be deemed to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

21.2 If *you* do not agree with an amendment approved by the Economic Regulation Authority, then *you* can end this *contract* by doing the things described in clause 2.

## 22. Force Majeure

22.1 The obligations of the parties under this *contract* shall be suspended (except the obligation to pay any money owing), to the extent to which they are affected, if that failure or delay is due to any cause or condition beyond the reasonable control of that party (**Force Majeure Event**) for as long as the *Force Majeure Event* continues.

22.2 The party affected by a *Force Majeure Event* must give the other prompt notice of that fact including full particulars of the *Force Majeure Event*, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

22.3 If the effects of a *Force Majeure Event* are widespread, we will be deemed to have given *you* prompt notice in accordance with clause 22.2 if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *Force Majeure Event* or otherwise as soon as practicable.

22.4 The party affected by a *Force Majeure Event* must use its best endeavours to remove, overcome or minimise the effects of the *Force Majeure Event* as quickly as possible except that this does not require the party to settle any industrial dispute.

## 23. General

23.1 Nothing in the *contract* limits or excludes the rights, powers and remedies that we have at law or in equity.

The *contract* also does not in any way limit *our* obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

23.2 We will comply with certain provisions in the *Relevant Regulations* and a number of codes, standards and *Relevant Policies*, including:

- (a) the standards of service set out in Part 5 of the *Customer Contracts Regulations*;
- (b) the *AGA Code*; and
- (c) the *Marketing Code*;
- (d) Gas Customer Code; and

(e) the standards of service in *our* customer charter and *our* policies.

*You* can obtain more information about the *AGA Code, Marketing Code, Relevant Regulations* and *our* policies from *us* or the Economic Regulation Authority.

23.3 The *contract* and all applicable written laws, represent the entire agreement between *you* and *us* relating to the matters covered by this *contract*.

23.4 Clauses 3, 4, 6, 7.3, 7.4, 9.2, 11, 12, 18 and 23.7 will survive termination of this *contract*.

23.5 If any term or clause of this *contract* is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this *contract*.

23.6 If *we* do not exercise *our* rights under this *contract* it will not constitute a waiver of those rights.

23.7 If *you* have consumed gas fraudulently or not in accordance with Applicable Law, *we* may recover from *you* any amount which *we* reasonably estimate constitutes the amount by which *we* have not charged or undercharged *you*.

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

## 24. Door to Door Contract

Where this contract is a Door-to-Door Contract:

- *you* have a right, to end the Contract within the Cooling-off period;
- *we* will not supply Gas to *you* under the Contract during the Cooling-off Period unless *you* request supply; and
- *you* must pay *us* for Gas supplied and for any services provided in connection with that supply if:
  - at your request, Gas is supplied to *you* by *us* during the Cooling-off Period; and
  - *you* exercise your right to end the Contract during the Cooling-off Period.

## 25. Interpretation

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

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

- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- (i) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow; and
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission; and
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind; and
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year; and
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day; and
- (n) if a date stipulated for payment or for doing an act is not a *business day*, the payment must be made or the act must be done on the next *business day*; and
- (o) a reference to a monetary amount means that amount in Australian currency.

## 25. Definitions

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

**AGA Code** means the Natural Gas Customer Service Code (AG 755-1998) of the Australian Gas Association.

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

**Business customer** means a customer who is not a residential customer.

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

**Consumer** has the meaning given in the Trade Practices Act 1974 (Cth) or similar State laws such as Fair Trading Act 1987 (WA).

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

**Commencement Date** is defined in clause 2.1

**Cooling-off period**, as it applies to a Door-to-Door contract, is a period of 10 days from the date the contract was entered into.

**Correcting Refund** is defined in clause 9.2

**Customer Complaints Policy** means the policy describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request or from *our* website.

**Customer Contracts Regulations** means the Energy Coordination (Customer Contracts) Regulations 2004 (WA).

**Disconnection Warning** means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect *you* if *you* have not paid *your* bill or for health and safety reasons and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

**Door-to-Door Contract** means a standard form contract that is entered into as a result of door to door trading.

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

**Fees** means a charge that is not a *Standard Tariff*.

**Force Majeure Event** is defined in clause 22

**Gas Industry Ombudsman** means the person approved by the Economic Regulation Authority under section 11ZPZ(1) of the Energy Coordination Act 1994 (WA).

**Gas Network** means the distribution system used to distribute gas (as described in section 3 of the Energy Coordination Act 1994 (WA)).

**Gas Supply Equipment** is defined in clause 10.1.

**Gas Tariffs Regulations** means the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

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

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

**Heating Value** is the amount of energy in a given volume of gas, as determined by the *Network Operator* from time to time.

**Marketing Code** means the Gas Marketing Code of Conduct 2004.

**Medical Practitioner** means an individual who is registered as a Medical Practitioner under the Medical Act 1894 (WA).

**Meter** means the equipment used to measure the volume of gas that *we* supply to *you*, which does not form part of the *Gas (Distribution) Network*.

**Network Operator** means the person who owns and operates the *Gas Network* (as described in section 3 of the Energy Coordination Act 1994 (WA)).

{Note: The *Network Operator* is called the 'gas distribution operator' in the Energy Coordination Act 1994 and other *Relevant Regulations*. This operator is responsible for the *Gas Network*, which is the system via which gas is delivered to *you*. *We* have no control over the *Gas Network*.}

**Payment Difficulties and Financial Hardship Policy** means the policy that *we* have developed and outlines, among other things, *our* policy on how *we* assist *you* to meet *your* payment obligations under the *contract*. A copy of this policy can be obtained on request or from *our* website.

**Payment Plan** means a payment option, such as payment by instalments, *we* offer *you* according to *our Payment Difficulties and Financial Hardship Policy* if *you* are having difficulties paying *your* bill. *You* can call *us* or visit *our* website for more information about *Payment Plans*.

**Premises** means the address to which gas will be supplied to *you* under the *contract*.

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

**Relevant Regulations** means the regulations that are relevant to this *contract* and includes the *Customer Contracts Regulations* and the *Gas Tariffs Regulations*.

**Relevant Policies** means the policies published by *us* on *our* website from time to time that are relevant to the *contract* and include the *Privacy Policy*.

**Reminder Notice** means a notice in writing that *we* issue to *you* advising *you* that *you* have not paid *your* bill and explaining how *we* may assist *you* if *you* are experiencing payment difficulties or financial hardship.

**Retail Market Rules** means the same as it does in the Energy Coordination Act 1994 (WA).

**Standard Tariff** means the charge to be paid by *you* for or in connection with the supply of gas under the *Gas Tariffs Regulations* or such lesser charge that *we* publish from time to time.

**Undercharged Amount** is defined in clause 9.2

**Unit** is a measure of the amount of energy in gas, with one Unit equalling 3.6 megajoules, which is the same as 1 kilowatt-hour or one Unit of electricity.

**Your Equipment** is defined in clause 10.2.