

**WESFARMERS KLEENHEAT GAS PTY LTD**

**ABN 40 008 679 543**

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The following notice applies if this is an **unsolicited consumer agreement** as defined in the **Australian Consumer Law** (for more information on what constitutes an unsolicited consumer agreement, refer to [www.accc.gov.au](http://www.accc.gov.au) or contact the Australian Competition and Consumer Commission).

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

**Important Notice to the Consumer**

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

I, \_\_\_\_\_, the **Customer**:

- (a) apply to **Kleenheat** for the supply of **Gas** to the **Supply Address** on the terms and conditions contained in this document and the Kleenheat Standard Form Contract;
- (b) acknowledge receipt of prescribed Gas Marketing Code of Conduct 2012 and Australian Consumer Law information outlining the various rights and obligations of **Kleenheat** and the **Customer**; and
- (c) request the supply of **Gas** during the *cooling-off period*:  (tick if required)

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

Sign

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

\_\_\_\_\_  
Date

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

Sign

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

\_\_\_\_\_  
Date

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

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

|                               |
|-------------------------------|
| Sign                          |
| Company name                  |
| Name (print)                  |
| Business address (not PO Box) |
|                               |
| Date                          |
| Telephone                     |
| Email address                 |

**Cooling-off period**

In addition to the **Customer's** rights under the **Contract**, the **Customer** can end the **Contract** by giving **Kleenheat** notice that the **Customer** wants the **Contract** to end during the following period:

- (a) if the **Contract** was not negotiated by telephone – the period of 10 **Business Days** starting at the start of the first **Business Day** after the day on which the **Contract** was made; or
- (b) if the **Contract** was negotiated by telephone – the period of 10 **Business Days** starting at the start of the first **Business Day** after the day on which the **Customer** was given the **Contract**, (the cooling-off period).

**Kleenheat** will not supply the **Customer** with gas during the cooling-off period, unless the **Customer** asks **Kleenheat** to do so and either:

- (a) **Gas** is not connected to the premises; or
- (b) **Gas** is connected to the premises, but no **Gas** is being supplied to the premises by **Kleenheat**.

If, at the **Customer's** request, **Kleenheat** supplies the **Customer** with **Gas** during the cooling-off period and the **Customer** ends the **Contract** during the cooling-off period, **Kleenheat** may charge the **Customer** for any **Gas** and associated services supplied to the **Customer** during this period.

## Use of bold typeface

Bold typeface has been applied to some words or expressions to indicate that those words or expressions are defined in clause 41 or elsewhere. In interpreting this Contract the fact that bold typeface has or has not been applied to a word or expression is to be disregarded.

### 1 This Standard Form Contract

This Standard Form Contract is a legally binding **Contract** for the sale of **Gas** at the **Supply Address** by **Kleenheat** and the payment for that **Gas** and other services by the **Customer**.

### 2 Gas and Services provided by Kleenheat

Under this **Contract**, **Kleenheat** will:

- (a) Arrange for connection of the **Supply Address** to the **Network**;
- (b) Supply **Gas** to the **Supply Address** at the **Delivery Point**;
- (c) Arrange for the provision and maintenance of the **Meter Equipment**; and
- (d) Provide or arrange the associated services set out in this **Contract** from time to time, including testing of the **Meter Equipment** in accordance with the requirements of law, disconnection and reconnection.

These services will be provided to the **Customer** on the terms and conditions provided in this **Contract** and **Kleenheat** will comply with the **Relevant Regulations** (including the standards of services set out in Part 5 of the Energy Coordination (Customer Contracts) Regulations 2004), the **Relevant Codes** and **Kleenheat's Customer Charter**.

However, **Kleenheat** does not guarantee that **Gas** will be supplied to the **Customer** without interruption.

### 3 Price and Fees

The **Customer** must pay **Kleenheat**:

- (a) the **Price** for all **Gas** supplied to the **Supply Address**; and
- (b) all **Fees** payable for all other services provided by **Kleenheat**.

**Kleenheat** will **Publish** the **Price**. A list of the **Prices** and **Fees** is set out on our website at [www.kleenheat.com.au](http://www.kleenheat.com.au). If requested by the **Customer**, **Kleenheat** will send the **Customer** a copy of its **Prices** and **Fees**.

#### 3.1 Price

The two types of **Price** that are applicable to this **Contract** are:

- (a) residential; and
- (b) non-residential.

The **Price** will not exceed the maximum **Price** permitted by the **Gas Tariffs Regulations**, where applicable.

Unless the **Customer** qualifies to pay the residential **Price**, the **Customer** must pay the non-residential **Price**.

#### 3.2 Residential

Under the **Gas Tariffs Regulations**, a residential **Price** will be payable for a **Supply Address** which is a residential dwelling (including a house, flat, home unit or other place of residence) or if the **Supply Address** is not a residential dwelling but the gas supplied is separately metered and is solely for residential use.

If the **Customer** is paying a residential **Price** the **Customer** must not use **Gas** for any non-residential purpose without giving **Kleenheat** reasonable notice. **Kleenheat** can apply the non-residential **Price** to the **Customer** from the time that **Gas** was used for a non-residential purpose and can back-date the non-residential **Price** up to a maximum of 12 months.

### 3.3 Non-Residential

A non-residential **Price** will be payable for a **Supply Address** if the **Gas** is used for commercial or business purposes.

### 3.4 Fees

Fees can be charged for the following, in addition to the **Price**:

- (a) account application;
- (b) overdue notices [see clause 5.3];
- (c) turning off the **Gas** in certain circumstances [see clause 20];
- (d) turning the **Gas** back on in certain circumstances [see clause 21];
- (e) removing or disconnecting the **Meter** [see clause 20.12];
- (f) replacing or reconnecting the **Meter** [see clause 21.3];
- (g) final **Meter** readings [see clause 17];
- (h) **Meter** testing [see clause 13]; and
- (i) various other non-standard connection costs.

Other **Fees** may apply.

Fees will be **Published**.

### 3.5 Changing the Price and the Fees

**Kleenheat** can change the **Price** or any **Fee**, and add new **Fees** or remove **Fees** from time to time, in accordance with the **Gas Tariffs Regulations**.

**Kleenheat** will **Publish** any variation to the **Price** or any **Fees** payable by the **Customer**. If the **Customer** is affected by the variation, **Kleenheat** will give notice as soon as practicable after the variation is gazetted or published and, in any event, no later than the next **Bill** in the **Customer's Billing Period**.

## 4 GST

The **Customer** must pay any goods and services tax payable on any supply made under this **Contract**.

## 5 Bills

### 5.1 Billing

**Kleenheat** will issue a **Bill** no more than once a month and at least every 3 months to a **Customer** except where permitted by the **Customer Service Code**, the **Trading Licence** or where the **Customer** has given **verifiable consent** to a shorter billing period or **verifiable consent** to a longer billing period. Such **Bills** will include:

- (a) **Customer's Supply Address**, relevant mailing address, name and account number;
- (b) 24 hour contact telephone number for faults and emergencies;
- (c) telephone number for billing and payment enquiries;
- (d) payment date for the **Bill**;
- (e) dates of the **Meter** reading or estimates at the start and end of the **Billing Period**;
- (f) **Meter** readings or estimates at the start and end of the **Billing Period**;

- (g) number of units of **Gas** used or estimated to be used during the **Billing Period**;
- (h) **Price** or **Prices** which applied to the supply of **Gas** to the **Customer**;
- (i) the **Meter Equipment** number or property number;
- (j) amount due;
- (k) GST component payable on the supply of **Gas** to the **Customer**;
- (l) separate itemisation of the following: any **Price** or **Prices** which applied to the supply of **Gas** to the **Customer** (including separate itemisation of the fixed component and the usage component) and any other **Fee** in connection with the supply of **Gas**, such as a reconnection fee or a fee for services provided (either at the request of the **Customer** or due to a failure of the **Customer** to perform an obligation under the **Contract** or **Customer Service Code**);
- (m) any other **Fees** for the **Billing Period** and details of the service(s) provided;
- (n) amount of arrears or credit;
- (o) **Interest Rate** charged on any arrears;
- (p) summary of the payment methods as set out in clause 9;
- (q) if the **Customer** is paying the residential **Price**, reference to any concessions available to the **Customer** from **Kleenheat** or concessions or assistance available from the Government;
- (r) availability, upon payment of a charge, of **Meter Equipment** testing and the refund of the testing charge if the Meter Equipment is found to be inaccurate;
- (s) availability of interpreter services;
- (t) telephone number if the **Customer** is experiencing financial difficulties;
- (u) the details of any **Refundable Advance** paid by the **Customer** to **Kleenheat**; and
- (v) any other information required by the **Customer Service Code** or **Kleenheat** deems relevant.

## 5.2 Other Goods and Services

If **Kleenheat** provides goods or services in addition to those listed in clauses 3.4 or 5.1(l), it may **Bill** those goods or services separately. If **Kleenheat** chooses not to **Bill** separately, unless **Kleenheat** and the **Customer** have agreed to different terms and conditions, **Kleenheat** shall:

- (a) include the charges for such goods and services as separate items in its **Bills**, together with a description of these goods and services;
- (b) apply payments received from the **Customer** as directed by the **Customer**; and
- (c) if the **Customer** does not direct how the payment is to be allocated, **Kleenheat** shall apply it:
  - (1) unless clause 5.2(c)(2) applies, to the charges referred to in clauses 3.4 or 5.1(l) above before applying any portion of it to such goods or services; or
  - (2) if such goods or services include electricity, to the charges referred to in clauses 3.4 or 5.1(l) above and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.

### 5.3 Failure to Pay

A failure by the **Customer** to pay the total amount of a **Customer's Bill** by the due date will entitle **Kleenheat** to:

- (a) charge interest on the amount that has not been paid, at the **Interest Rate**;
- (b) disconnect supply in accordance with clause 20 and charge a disconnection fee;
- (c) charge the **Customer** a fee for each overdue notice sent to the **Customer** unless prohibited by the **Customer Service Code**; and
- (d) charge a reconnection fee if the supply of **Gas** to the **Customer** is disconnected due to a default by the **Customer** under this **Contract** and that default is remedied by the **Customer**.

**Kleenheat** may also shorten the **Customer's** billing cycle in accordance with the **Customer Service Code**.

### 5.4 Overcharging and Undercharging

- (a) If **Kleenheat** overcharges the **Customer** as a result of an error, defect or default for which **Kleenheat** or the **Network Operator** is responsible (including where a **Meter** has been found to be defective) then:
  - (1) **Kleenheat** will use best endeavours to tell the **Customer** within ten **Business Days** after discovering the overcharging and give a correcting refund (without interest); and
  - (2) the **Customer** can choose whether the correcting refund is a credit to the account or a payment directly to the **Customer** (except where the amount of a correcting refund is less than \$75, in which case **Kleenheat** will automatically credit the amount to the account).
- (b) If **Kleenheat** undercharges the **Customer** as a result of an error, defect or default for which **Kleenheat** or the **Network Operator** is responsible (including where a **Meter** has been found to be defective) then:
  - (1) the correcting payment will only relate to errors up to 12 months before the most recent **Bill**; and
  - (2) the correcting payment will be shown as a separate item in the **Bill** with an explanation; and
  - (3) **Kleenheat** will not charge interest on the correcting payment.
- (c) The **Customer** can choose to pay the correcting payment by instalments. **Kleenheat** will not charge interest on the instalments.

### 5.5 Difficulties in Paying

If the **Customer** notifies **Kleenheat** that it is experiencing difficulties in paying a **Bill** or requires payment assistance, **Kleenheat** will offer the **Customer** instalment payment options, the right to have a **Bill** redirected to a third person, provide the **Customer** with information about and referral to Government assistance programs and information on independent financial counselling services. **Kleenheat** may also choose to offer another arrangement which gives the **Customer** additional time to pay the **Bill** or amounts owing to **Kleenheat**.

### 5.6 Debt Collection

**Kleenheat** will provide a **Bill** after the end of each **Billing Period**. The **Customer** will pay in accordance with the due date specified on the **Bill**. Subject to any rights under the **Customer Service Code**, if the **Customer** fails to pay in accordance with the due date **Kleenheat** reserves the right to refer the **Bill** to a debt collection agency or solicitor for recovery. All reasonable costs, expenses and disbursements incurred by **Kleenheat** (including debt collection agency fees and legal costs) will be payable by the **Customer** on demand.

## 5.7 Billing Data

If a **Customer** requests and the data is available, **Kleenheat** shall provide to the **Customer**, free of charge, the **Customer's** historical billing data for the previous 2 years. Where the **Customer** requests historical billing data beyond the previous 2 years, **Kleenheat** may impose a reasonable charge for providing the data to recover the direct costs of providing the information.

## 6 Basis of a Bill

### 6.1 Reading of Meter Equipment

**Kleenheat** shall:

- (a) base a **Customer's Bill** on a reading of the **Meter Equipment** at the **Supply Address**; and
- (b) use its best endeavours to ensure that a reading of the **Meter Equipment** at the **Supply Address** is obtained as frequently as required to meet its obligations under the **Customer Service Code** and, in any event, shall cause the **Network Operator** to read the **Meter Equipment** at least once in any 12 months.

## 7 Estimated Accounts

Where **Kleenheat** is unable to base a **Bill** on a reading of the **Meter Equipment** at the **Supply Address** because:

- (a) access is denied as a result of action required by the **Customer**, a third party, weather conditions, an industrial dispute or other reasons beyond **Kleenheat's** control;
- (b) the **Customer** is vacating the **Supply Address** and requires a final **Bill** immediately;
- (c) access is denied for safety reasons;
- (d) the **Meter Equipment** or ancillary equipment has recorded usage incorrectly; or
- (e) the **Meter Equipment** has been tampered with or bypassed.

**Kleenheat** may provide the **Customer** with an estimated **Bill** based on:

- (a) the **Customer's** reading of the **Meter Equipment**;
- (b) the **Customer's** prior **Billing** history; or
- (c) where the **Customer** does not have a prior **Billing** history, the average usage of **Gas** at the relevant Price, the average usage for the type of **Gas** installation or the average usage at the **Supply Address**.

Where, because of circumstances referred to in clause 7(a)-(e), **Kleenheat** has provided the **Customer** with an estimated **Bill** and the **Meter Equipment** is subsequently read, **Kleenheat** shall include an adjustment on the next **Bill** in accordance with the **Meter Equipment** reading unless the estimated **Bill** was used to finalise the **Customer's** account.

If the **Customer** has denied access to **Kleenheat** for the purposes of reading the **Meter Equipment** at the **Supply Address** and subsequently requests **Kleenheat** to replace an estimated **Bill** with a **Bill** based on a reading of the **Meter Equipment**, provided the **Customer** allows access to the **Meter Equipment**, **Kleenheat** shall comply with the request and may impose a reasonable charge for doing so.

## 8 Calculation of Consumption

**Kleenheat** may charge energy consumption by the measurement of volume (cubic meters) and applying the heating value (the amount of energy in a given volume of gas) to represent the **Bill** in energy **Units** (e.g. megajoules, kilowatt hours).

**Kleenheat** may also calculate consumption through the measurement of gas from a master meter and utilise other measurement devices to calculate bills for individual usage of a product (where required).

## 9 Methods of Payment

Unless otherwise permitted by this **Contract** or agreed by **Kleenheat**, the **Customer** must pay to **Kleenheat** the full amount of the **Bill** by the due date. The **Bill** will show the options available for payment, which include:

- (a) paying in person;
- (b) paying by mail;
- (c) paying electronically or by telephone by means of:
  - (1) a debit facility; or
  - (2) a credit card; and
- (d) (for **Customers** paying the residential **Price**) paying by Centrepay.

If a **Customer** is to be absent for a long period (e.g. on holiday or due to an illness) and is unable to arrange payment by one of the above methods, **Kleenheat** will also offer payment in advance facilities and redirection of the **Customer's Bill** as requested by the **Customer**.

**Kleenheat** may also offer instalment plans or other payment options generally, or as an alternative to the **Customer** paying a **Refundable Advance**. **Kleenheat** will consult with the **Customer** as to the details of any instalment plan, in accordance with the **Customer Service Code**.

**Kleenheat** will not offer an instalment plan if the **Customer** has, in the previous 12 months, had two instalment plans cancelled due to non-payment. In that case, **Kleenheat** will only offer another instalment plan if the **Customer** provides reasonable assurance to **Kleenheat** that it will comply with the plan.

## 10 Security

Adequate **Security** may be required against future **Gas Bills** before connection or continuation of supply. **Security** will only be required when:

- (a) the **Customer** is new to the **Supply Address** and does not have an established payment record; or
- (b) the **Customer** is new to the **Supply Address** and does not have an acceptable credit rating; or
- (c) the **Gas** has been turned off in accordance with clause 20.2, under this **Contract** or a previous **Contract**.

The **Security** required is:

- (a) a direct debit deduction authority for **Kleenheat** to deduct payment for **Bills** from the **Customer's** nominated credit card or bank account;
- (b) a bank guarantee; or
- (c) a **Refundable Advance**.

The amount of the **Refundable Advance** shall be no greater than 2.5 times the average **Bill** in the case of monthly billing, and 1.5 times the average **Bill** in the case of quarterly billing. An average **Bill** shall be based on the consumption of similar business types or **Customers**.

The **Refundable Advance** will be kept in a separate trust account and separately identified in **Kleenheat's** accounting records. Interest will accrue on the **Refundable Advance** at the **Bank Bill Rate**. Interest will accrue daily and will be capitalised every 90 days.

**Kleenheat** will only use the **Refundable Advance** plus any accrued interest to offset any amount owed to **Kleenheat**:

- (a) if the **Bill** has not been paid resulting in **Gas** being turned off at the **Customer's Supply Address** ; or
- (b) if the final **Bill** is not paid; or



- (c) if the **Bill** has not been paid but **Kleenheat** agrees to use the **Refundable Advance** to avoid the need to turn the **Gas** supply off; or
- (d) at the request of the **Customer**, if the **Customer** is vacating the **Supply Address** or asks **Kleenheat** to turn **Gas** off at the **Supply Address**; or
- (e) to offset any amount owed to **Kleenheat** if the **Customer** transfers to another **Gas** supplier.

Where **Kleenheat** uses the **Refundable Advance** in accordance with this clause, **Kleenheat** will provide the **Customer** with an account of its use and pay the balance (if any) of the **Refundable Advance** together with remaining interest to the **Customer** within 10 **Business Days**.

Where the **Customer** has provided a **Refundable Advance** as **Security** in accordance with this clause and the **Customer** has completed 2 years of payment of **Bills** by the due date of the initial **Bill Kleenheat** will, within 10 **Business Days**, inform the **Customer** of the amount of the **Refundable Advance** including any interest payable and use this to credit the **Customer's** account unless otherwise instructed by the **Customer**.

## 11 Metering

### 11.1 Supply and Meter Equipment

**Kleenheat** or the **Network Operator** will in accordance with the **Distribution Standards** provide, install and maintain **Network Equipment** for the supply of **Gas** up to the point of supply and **Meter Equipment** at the **Supply Address** (taking into account the **Customer's** wishes (if any)). Ownership of the **Meter Equipment** will not pass to the **Customer**. All equipment located after (downstream of) the point where **Gas** leaves the **Meter Equipment** at the **Supply Address** that is used to transport, control or consume **Gas** is the **Customer's** equipment (except any **Network Equipment**).

### 11.2 Existing Connections

**Kleenheat** will use its best endeavours to arrange to connect the **Customer** at a **Supply Address** previously supplied by **Kleenheat** within 1 **Business Day** or within a period agreed by the **Customer**, if there is adequate supply available, the **Gas** installation at the **Supply Address** complies with regulatory requirements and the **Meter Equipment** at the **Supply Address** is available for use by **Kleenheat**. **Kleenheat** will only be obliged to arrange connection for the **Customer** within 1 **Business Day** if:

- (a) the **Customer** makes an application (in person, by telephone or in writing) and provides acceptable identification as required by **Kleenheat**;
- (b) the **Customer** makes the application by 3pm on the previous **Business Day**;
- (c) the **Customer** agrees to pay **Kleenheat** all relevant **Fees** and charges;
- (d) the **Customer** provides contact details for billing purposes;
- (e) the request is made for a rental property, the **Customer** provides contact details for the property owner or the owner's agents, if required by **Kleenheat**;
- (f) where required by **Kleenheat**, the **Customer** satisfies **Kleenheat** that necessary safe, convenient and unhindered access to the **Supply Address**, the **Metering Equipment** and the **Gas** installation is available;
- (g) where required by **Kleenheat**, the **Customer** provides **Kleenheat** with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- (h) where required by **Kleenheat**, the **Customer** has provided security in accordance with clause 10; and
- (i) the **Customer** does not have an outstanding debt in relation to the **Gas** supplied by **Kleenheat** to the **Customer** other than a debt the subject of a dispute, or for which repayment arrangements have been made.

**Kleenheat** will connect the **Supply Address** only in accordance with the **Distribution Standards**.

### 11.3 New Gas Connections

Subject to adequate supply being available at the **Supply Address** and the **Gas** installation at the **Supply Address** complying with regulatory requirements, **Kleenheat** or the **Network Operator** shall use its best endeavours to make supply available at a new **Supply Address** on the date agreed with the **Customer** or, where no date is agreed with the **Customer**, **Kleenheat** shall arrange for the Network Operator to connect the new **Supply Address** within 20 **Business Days** from the date of the application.

**Kleenheat** will only be obliged to connect the **Customer** if:

- (a) the **Customer** makes an application (in person, by telephone or in writing) and provides acceptable identification as required by **Kleenheat**;
- (b) where required by **Kleenheat**, the **Customer** shall ensure that the notices of installation or completion of **Gas** installation work from a **Gas** installer are provided to **Kleenheat**;
- (c) where required by **Kleenheat**, the **Customer** shall satisfy **Kleenheat** that necessary, safe, convenient and unhindered access to the **Supply Address**, the **Meter Equipment** and the **Gas** installation is available;
- (d) the request is made of a rental property, the **Customer** provides contact details for the property owner or the owner's agents, if required by **Kleenheat**;
- (e) where required by **Kleenheat**, the **Customer** has provided **Kleenheat** with estimated **Gas** load information for the **Customer's** proposed use at the **Supply Address**;
- (f) the **Customer** has agreed to pay **Kleenheat** all relevant **Fees** and charges;
- (g) the **Customer** has provided contact details for billing purposes;
- (h) where required by **Kleenheat**, the **Customer** has provided security in accordance with clause 10; and
- (i) the **Customer** does not have an outstanding debt in relation to the **Gas** supplied by **Kleenheat** to the **Customer** other than a debt the subject of a dispute, or for which repayment arrangements have been made.

### 11.4 Interference

The **Customer** must not or allow any other person to tamper with, adjust, disconnect, by-pass, interfere with or otherwise damage or render inoperable or inaccurate the **Meter Equipment** or take or attempt to take **Gas** before it reaches the **Meter Equipment**. The **Customer** must immediately notify **Kleenheat** after becoming aware of any circumstances which might reasonably be expected to affect the accuracy of the **Meter Equipment**. The **Customer** must not turn **Gas** on at the **Meter Equipment**, without **Kleenheat's** permission, if the **Gas** has been turned off by **Kleenheat** or the **Network Operator**.

### 12 Meter Reading

Subject to there being any proven inaccuracy in the **Meter Equipment**, the **Customer** acknowledges and agrees that the readings on the **Meter Equipment** taken by **Kleenheat**, the **Network Operator** or its nominee at the beginning and end of a **Billing Period**, is conclusive evidence of the volume of **Gas** the **Customer** has used during the **Billing Period**. In the event there is a proven inaccuracy in the **Meter Equipment**, **Kleenheat** will arrange for the Network Operator to change the **Meter** at no cost to the **Customer**, provided the inaccuracy was not caused by the **Customer**.

### 13 Meter Testing

The **Customer** may request the **Meter Equipment** be tested to establish whether there is any inaccuracy in the **Meter Equipment** readings. **Kleenheat** will use reasonable endeavours to respond to the **Customer** within 7 days of the date of receipt by **Kleenheat** of the request. If the **Meter Equipment** is found to be inaccurate, **Kleenheat** will:

- (a) arrange for the Network Operator to replace the **Meter Equipment** in accordance with clause 12 of this **Contract**;
- (b) adjust the **Customer's** account for the amount of any undercharge or overcharge for the **Billing Period** in which the inaccuracy was proven, calculated in accordance with clause 5.4 of this **Contract**; and
- (c) not charge the **Customer** for testing the **Meter Equipment**.

If the **Meter Equipment** is not found to be inaccurate, or the inaccuracy is a result of the Customer interfering with or damaging the Meter, the **Customer** must pay a testing fee, as described in the **Customer Charter**.

## 14 Access

### 14.1 Access to Supply Address

The **Customer** must provide safe and unrestricted access at the **Supply Address** to:

- (a) the **Meter Equipment**; and
- (b) the **Gas** installation for the purposes of inspection authorised by law.

### 14.2 Obligations of Kleenheat and the Network Operator

- (a) Notice

**Kleenheat** or the **Network Operator** must give notice of its intention to enter the **Supply Address**, except in the case of an **Emergency**, suspected illegal use, routine **Meter** reading or replacement of **Meter Equipment**, or the **Customer** consenting to a shorter time.

Where the notice relates to planned maintenance being carried out at the **Supply Address**, or to planned maintenance of the **Network**, the notice period will be 4 days or such longer period as specified by **Relevant Regulations** or **Relevant Codes**. Where the notice relates to any work other than that specified above, the notice period shall be at least 24 hours or such longer period as specified by **Relevant Regulations** or **Relevant Codes**.

- (b) Representatives

A representative of either **Kleenheat** or the **Network Operator** seeking access to the **Supply Address** must wear in a visible manner and in accordance with **Kleenheat's** or the **Network Operator's** requirements, official identification or carry such identification and show it to the **Customer** present at the **Supply Address**.

- (c) **Customer** denies access

If the **Customer** does not provide access as required under this clause, **Kleenheat** may, in addition to any other rights, suspend the supply of **Gas** to the **Customer**, in accordance with clause 20.

## 15 Customer to notify of certain matters

The **Customer** must promptly notify **Kleenheat** of:

- (a) any change in the identity of the person responsible for paying **Bills**;
- (b) any change in the **Customer's** contact details, email address or postal address nominated by the **Customer**;
- (c) any change in the **Customer's** use of **Gas** or the purpose of the use of **Gas**; and
- (d) any fault, **Gas** leak or other problem with the **Meter Equipment** or **Network Equipment**.

## 16 Customer entering Supply Address

In relation to a new **Gas** connection, the **Customer** will be charged for **Gas** supplied at the **Supply Address** from the date and time that **Kleenheat** first commences **Gas** supply to the **Supply Address**. In relation to an existing **Gas** connection, if a final **Meter** reading has not been carried out on the day the previous **Customer** left the **Supply Address**, **Kleenheat** will estimate the **Customer's Gas** usage and the previous **Customer's Gas** usage and will endeavour to fairly share the charges between the **Customer** and the previous **Customer**.

## 17 Customer leaving Supply Address

### 17.1 Notice

The **Customer** must notify **Kleenheat** before it leaves the **Supply Address**. The **Customer** must give at least 3 **Business Days'** notice of the date on which it intends to vacate the **Supply Address** and a forwarding address to which a final **Bill** may be sent.

### 17.2 Responsibility for Gas

- (a) Where the **Customer** has given notice of vacating the **Supply Address** in accordance with clause 17.1, **Kleenheat** may require the **Customer** to remain responsible for paying the **Gas** supplied to the **Supply Address** and otherwise remain responsible to **Kleenheat** in respect of the supply to the date notified unless the **Customer** can demonstrate to **Kleenheat** that it was forced to vacate the **Supply Address** earlier.
- (b) If the **Customer** does not give notice in accordance with clause 17.1 **Kleenheat** may require the **Customer** to remain responsible for paying for the **Gas** supplied to the **Supply Address** and otherwise remain responsible to **Kleenheat** in respect of the supply up until the earlier of:
  - (1) 5 days after notice is given;
  - (2) **Kleenheat** becomes aware that the **Customer** has vacated the **Supply Address** and ceases supply of Gas to the **Supply Address**;
  - (3) a new **Customer** commences to take supply at the **Supply Address**; or
  - (4) the date that the **Customer** provides notice that the **Customer** was forced to vacate the **Supply Address**.

### 17.3 New Customer

If the **Customer** leaves the **Supply Address** and another **Customer** enters into a **Contract** with **Kleenheat** for the **Supply Address**, the **Customer** is not required to pay for any **Gas** supplied at the **Supply Address** after the time when the new **Customer's** obligations to pay for **Gas** supplied under the new **Contract** takes effect.

### 17.4 Final Charges

The final charge payable by the **Customer** will be determined according to a final reading of the **Meter Equipment**. If a final reading is not performed on the day the **Customer** leaves the **Supply Address**, **Kleenheat** will estimate the **Customer's Gas** usage and the new **Customer's Gas** usage and endeavour to fairly share the charge between the **Customer** and the new Customer. **Kleenheat** may charge a fee for a final reading of the **Meter Equipment**.

## 18 Inability of Kleenheat to Supply

If, for any cause outside the reasonable control of **Kleenheat**, **Kleenheat** is prevented or rendered unable to supply the **Customer** with **Gas** or comply with any other obligation under this **Contract**, that obligation will be suspended for the duration of the circumstances preventing **Kleenheat** from performing its obligations under this **Contract** (Suspension Period). Without limiting its other rights under this **Contract**, during the Suspension Period **Kleenheat** will not be liable to the **Customer** for any loss or damage suffered by the **Customer** as a result of **Kleenheat's** inability to supply. The Suspension Period will end when the cause of **Kleenheat's** inability to supply is rectified or the cause becomes within the control of **Kleenheat**. Upon the cessation of the Suspension Period, **Kleenheat** will, as soon as is reasonable, resume supply under this **Contract**.

## 19 Matters beyond the control of the Customer or Kleenheat

If some matter, other than a failure to pay its **Bill** by the due date, were to happen outside the reasonable control of the **Customer** which causes the **Customer** to be unable to comply with this **Contract**, the **Customer** must notify **Kleenheat** immediately and **Kleenheat** will excuse that non-compliance for as long as the matter beyond the reasonable control of the **Customer** continues to prevent compliance by the **Customer**.

The **Customer** must still pay its **Bill** by the due date shown on the **Bill**, even if some matter were to happen outside the reasonable control of the **Customer**.

If some matter were to happen outside the reasonable control of **Kleenheat** which causes **Kleenheat** to be unable to comply with this **Contract**, the **Customer** will excuse that non-compliance for as long as the matter which is beyond the reasonable control of **Kleenheat** continues to prevent compliance by **Kleenheat**.

## 20 Disconnection of Supply

Supply of **Gas** to the **Supply Address** may be discontinued or disconnected as follows:

### 20.1 Disconnection at the Customer's Request

The **Customer** may request **Kleenheat** to procure the disconnection of the **Supply Address** by giving not less than 5 **Business Days**' prior written notice to **Kleenheat**. **Kleenheat** will use its best endeavours to disconnect supply and finalise the **Customer's** accounts in accordance with the **Customer's** request.

### 20.2 Disconnection for Unpaid Bills

#### (a) Notice

Before disconnecting supply for non-payment of a **Bill**, **Kleenheat** must:

- (1) give the **Customer** a **Reminder Notice** no earlier than 14 **Business Days** after the date the **Bill** was issued; and
- (2) if payment is not made on or before the date specified in the **Reminder Notice**, give the **Customer** a **Disconnection Warning** no earlier than 22 **Business Days** after the date the **Bill** was issued.

#### (b) Circumstances in which **Kleenheat** may disconnect

Subject to this clause 20, **Kleenheat** may disconnect supply to the **Supply Address** or may notify the **Network Operator** that it no longer supplies **Gas** to the **Customer** at the **Supply Address** if the **Customer** has not:

- (1) paid a **Bill** in full;
- (2) agreed to an offer of an instalment plan or other payment option to pay; or
- (3) adhered to the **Customer's** obligations to make payments in accordance with an agreed payment plan relating to the **Price** or other **Fee** incurred at the current **Supply Address** or any previous **Supply Address**.

When **Kleenheat** notifies the **Network Operator** that it no longer supplies **Gas** to the **Customer** at the **Supply Address**, the **Network Operator** may disconnect the **Supply Address** without further notice to the **Customer**.

#### (c) Customers who Qualify for the Residential Price

Where a **Customer** who qualifies to pay the residential **Price**, because of a lack of sufficient income or other means on the part of that **Customer**, is unable to pay **Kleenheat's** residential **Price** or other **Fee**, **Kleenheat** shall not disconnect the **Gas** supply to the **Supply Address** or notify the **Network Operator** that it no longer supplies **Gas** to the **Customer** at the **Supply Address** until:

- (1) **Kleenheat** has:
  - (A) offered the **Customer** alternative payment options of the kind referred to in the **Customer Service Code**;
  - (B) given the **Customer** information on government funded concessions as outlined in the **Customer Service Code**;
  - (C) used its best endeavours to contact the **Customer** personally, or by facsimile or mail or email, or by telephone; and
  - (D) given the **Customer**, by way of a written **Disconnection Warning**, 5 **Business Days**' notice of its intention to disconnect or cease supplying **Gas** to the **Customer** (the 5 days shall be counted from the **Date of Receipt** of the **Disconnection Warning**); and

- (2) the **Customer** has:
  - (A) refused or failed to accept the offer within the time specified by **Kleenheat**; or
  - (B) accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within the time specified by **Kleenheat**.

(d) Customers who do not Qualify for the Residential Price

**Kleenheat** shall not disconnect the supply to a business **Customer's Supply Address** or notify the **Network Operator** that it no longer supplies **Gas** to the **Customer** at the **Supply Address** unless:

- (1) **Kleenheat** has:
  - (A) offered the **Customer** an extension of time to pay (which may include a requirement to pay interest at the **Interest Rate** on that amount during the extension);
  - (B) used its best endeavours to contact the **Customer** personally, or by facsimile or mail, or by telephone;
  - (C) given the **Customer**, by way of a written **Disconnection Warning**, 5 **Business Days'** notice of its intention to disconnect or cease supplying **Gas** to the **Customer** (the 5 days shall be counted from the **Date of Receipt** of the **Disconnection Warning**), and
- (2) the **Customer** has:
  - (A) refused or failed to accept the offer within a time (not less than 5 **Business Days**) specified by **Kleenheat**; or
  - (B) accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within a time (not less than 5 **Business Days**) specified by **Kleenheat**.

### 20.3 Disconnection for Denying Access to the Meter Equipment

Where the **Customer** fails to provide access to the **Supply Address** or **Kleenheat** or the **Network Operator** is denied access to the **Supply Address** for the purposes of reading the **Meter Equipment** for the purposes of issuing 3 consecutive **Bills** in the **Customer's** billing cycle, **Kleenheat** may disconnect **Gas** supply to the **Supply Address** or may notify the **Network Operator** that it no longer supplies **Gas** to the **Customer** at the **Supply Address**.

However, **Kleenheat** will not disconnect or notify the **Network Operator** unless it has:

- (a) given the **Customer** an opportunity to offer reasonable alternative access arrangements;
- (b) on each of the occasions it was denied access, given to the **Customer** written notice in accordance with the **Customer Service Code** advising of the next date of the meter reading, requesting access to the **Meter Equipment** at the **Supply Address** and advising of **Kleenheat's** ability to arrange for disconnection if the **Customer** fails to provide access;
- (c) used its best endeavours to contact the **Customer** personally or by facsimile or mail, or by telephone; and
- (d) given the **Customer**, by way of a written **Disconnection Warning**, 5 **Business Days'** notice of its intention to disconnect the **Customer** (the 5 days shall be counted from the **Date of Receipt** of the **Disconnection Warning**).

### 20.4 Disconnection for Emergencies

**Kleenheat** or the **Network Operator** may disconnect or interrupt supply to the **Supply Address** in case of an **Emergency**. Where supply is disconnected in the case of an **Emergency** the **Network Operator** shall:

- (a) provide, by way of its 24 hour emergency line, information on the nature of the **Emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to reconnect or secure reconnection at the **Supply Address** as soon as possible.

## 20.5 Disconnection for Health and Safety Reasons

**Kleenheat** or the **Network Operator** may disconnect or interrupt supply to the **Supply Address** for reasons of health or safety. Except in the case of an **Emergency**, or where there is a need to reduce the risk of fire or where relevant regulatory requirements require it, **Kleenheat** or the **Network Operator** shall not disconnect the **Supply Address** for a health or safety reason unless it has:

- (a) given the **Customer** written notice of the reason;
- (b) where the **Customer** is able to do so, allowed the **Customer** 5 **Business Days** to remove the reason (the 5 days shall be counted from the **Date of Receipt** of the notice); and
- (c) on the expiry of those 5 **Business Days**, given the **Customer**, by way of a **Disconnection Warning**, another 5 **Business Days'** notice of its intention to disconnect the **Customer** (the 5 days shall be counted from the **Date of Receipt** of the **Disconnection Warning**).

## 20.6 Disconnection for Planned Maintenance

**Kleenheat** or the **Network Operator** may disconnect or interrupt supply to the **Supply Address** for the purposes of planned maintenance on, or augmentation to, the **Network**. **Kleenheat** or the **Network Operator** will not exercise its right to disconnect unless it has used its best endeavours to give the **Customer** notice of its intention to disconnect. The notice period shall be at least 4 days or such other period as specified by regulatory requirements. **Kleenheat** or the **Network Operator** shall use its best endeavours to minimise interruptions to supply occasioned by planned maintenance or augmentation and restore supply as soon as practicable.

## 20.7 Disconnection for Unauthorised Utilisation

**Kleenheat** or the **Network Operator** may disconnect supply to the **Supply Address** immediately where the **Customer** has obtained the supply of **Gas** at the **Supply Address** otherwise than in accordance with the **Customer Service Code**, the **Contract** or in breach of any Relevant Regulations and Relevant Codes.

## 20.8 Disconnection for Refusal to Pay Refundable Advance

**Kleenheat** may disconnect supply to the **Supply Address** or notify the **Network Operator** that it no longer supplies **Gas** to a **Customer** at a **Supply Address**, where the **Customer** refuses to pay a **Refundable Advance**.

**Kleenheat** will not exercise its right to disconnect or notify the **network Operator** that it no longer supplies **Gas** to a **Customer** at a **Supply Address**, for failure to pay a **Refundable Advance**, unless **Kleenheat** has given the **Customer** not less than 5 **Business Days** written notice of its intention to disconnect or give notice to the **Distributor** (the 5 days shall be counted from the **Date of Receipt** of the notice).

## 20.9 When Kleenheat will not Disconnect

**Kleenheat** will not disconnect supply to the **Supply Address** or notify the **Network Operator** that it no longer supplies **Gas** to the **Customer** at the **Supply Address**:

- (a) if the **Customer** fails to pay a **Bill** where the amount outstanding is less than an average **Bill** over the past 12 months and the **Customer** has, in accordance with the **Customer Service Code**, agreed with **Kleenheat** to repay the amount;
- (b) where the **Customer** has made a complaint, directly related to the reason for the proposed disconnection, to the Energy Ombudsman and the complaint remains unresolved;
- (c) where the **Customer** has made an application for a government concession or grant and the application has not been decided;
- (d) where the **Customer** has failed to pay an amount on a **Bill** which does not relate to the **Gas** supply but relates to some other goods and/or services;
- (e) after 3pm on Monday to Thursday (except in the case of a planned interruption or **Emergency**);
- (f) except in circumstances where disconnection is required under the Gas Standards Act 1972, if the **Customer** has provided **Kleenheat** with a written statement from a **Medical Practitioner** to the effect that supply

is necessary in order to protect the health of a person who lives at the **Supply Address** and the **Customer** has entered into arrangements acceptable to **Kleenheat** in relation to the payment of **Gas** supplied; or

- (g) on a Friday, on a weekend, on a public holiday or on the day before a public holiday except in the case of a planned interruption or **Emergency**.

## 20.10 Customer Assistance

The **Customer** must assist **Kleenheat** to disconnect supply and acknowledges, in accordance with the ownership, rights and obligations prescribed in clause 11.1, and gives **Kleenheat** and the **Network Operator** permission to enter the **Supply Address** to remove any property specified under this **Contract** which belongs to **Kleenheat** or the **Network Operator**. The **Customer** must pay all reasonable costs associated with the disconnection of the supply of **Gas** to the **Customer**, regardless of whether the election was by the **Customer** or **Kleenheat** and for whatever reason, provided that the **Customer** will not be required to pay for the cost of a disconnection where the disconnection occurs under clauses 20.4, 20.5 or 20.6.

## 20.11 Disconnection by Law

Where **Kleenheat** is required by law to reduce supply to a **Customer**, the **Customer** must use less **Gas**. If **Kleenheat** is required by law to disconnect **Gas** supply to the **Supply Address**, the **Customer** must stop using **Gas**. There is no fee for disconnection and reconnection of **Gas** supply in either of those cases.

## 20.12 Fees

Where a **Customer** is disconnected under this **Contract**, **Kleenheat** or the **Network Operator** may remove or physically disconnect the **Meter**. **Kleenheat** may charge a fee for this but will not charge a fee where the disconnection occurs under clauses 20.4, 20.5 or 20.6.

## 21 Reconnection after Disconnection

### 21.1 Reconnection Circumstances

**Kleenheat** will, subject to the provisions of any law or **Relevant Codes** arrange for the reconnection of supply if:

- (a) within 10 **Business Days** after disconnection for non-payment of a **Bill**, the **Customer** pays the overdue amount or makes an arrangement for its payment;
- (b) within 10 **Business Days** after disconnection for denial of access to the **Meter Equipment**, the **Customer** provides access to the **Meter Equipment**;
- (c) within 10 **Business Days** after disconnection for unlawful consumption of **Gas**, the **Customer** pays for the **Gas** consumed;
- (d) within 10 **Business Days** after disconnection for refusal to pay a **Refundable Advance**, the **Customer** pays the **Refundable Advance**; or
- (e) within 20 **Business Days** after disconnection in any **Emergency** for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified,

and the **Customer** requests reconnection and pays any applicable reconnection fee. **Kleenheat** will not charge a fee where the disconnection occurred under clauses 20.4, 20.5 or 20.6

### 21.2 Timing

If **Kleenheat** is under an obligation to arrange for reconnection of a **Customer** and the **Customer** makes a request for reconnection and, if requested by **Kleenheat**, pays **Kleenheat's** reconnection fee (or enters into an installment plan for that reconnection fee):

- (a) before 3pm on a **Business Day**, **Kleenheat** will use its best endeavours to make the reconnection or cause the **Network Operator** to make the reconnection on the day of the request;
- (b) after 3pm on a **Business Day**, **Kleenheat** will make the reconnection or cause the **Network Operator** to make the reconnection as soon as possible on the next **Business Day**; or



- (c) after 3pm on a **Business Day** and before the close of normal business and pays **Kleenheat's** after hours reconnection charge, **Kleenheat** will make the reconnection or cause the **Network Operator** to make the reconnection on the day requested by the **Customer**.

### 21.3 Fees

If the **Meter** has been removed or physically disconnected due to the disconnection of the **Customer**, **Kleenheat** may charge a fee for replacing or physically reconnecting the **Meter** but will not charge a fee where the disconnection occurs under clauses 20.4, 20.5 or 20.6.

## 22 Termination

### 22.1 Disconnection at Customer's Request

This **Contract** is terminated if **Kleenheat** procures the disconnection of the **Supply Address** at the **Customer's** request (other than an agreed temporary disconnection).

### 22.2 Termination by Notice

The Customer may terminate this **Contract** by giving not less than 3 **Business Days'** prior written notice to **Kleenheat**.

### 22.3 Kleenheat's Termination Rights

Without prejudice to any other right or remedy and in addition to any statutory or other right to suspend or cut off the supply of **Gas** to the **Supply Address**, **Kleenheat** may terminate this **Contract** by giving 10 **Business Days'** written notice if the **Customer**:

- (a) commits a substantial breach of this **Contract**;
- (b) becomes insolvent;
- (c) goes into liquidation;
- (d) commits an act of bankruptcy; or
- (e) commits a breach of this **Contract** and **Kleenheat** has:
  - (1) a right to disconnect supply under this **Contract**, a written law or a relevant code; and
  - (2) disconnected supply at all **Supply Addresses** of the **Customer** covered by this **Contract**.

### 22.4 When Termination Takes Effect

Despite any other provision of this **Contract**, the termination of this **Contract** by **Kleenheat** or the **Customer** does not have effect until:

- (a) in the case of termination because the **Customer** has entered into another **Customer Contract** with **Kleenheat**, the cooling-off period (if any) for that other **Contract** expires;
- (b) in the case of termination because the **Customer** has entered into a **Customer Contract** with another retail supplier, the **Customer** is transferred to the other retail supplier in accordance with the **Retail Market Rules** for the distribution system concerned; or
- (c) in the case of termination following disconnection, the **Customer** no longer has any right to reconnection under the provisions of this **Contract**, a written law or a **Relevant Code**.

### 22.5 Events Upon Termination

If this **Contract** is terminated:

- (a) **Kleenheat** may arrange for a final **Meter** reading and for disconnection on the day on which this **Contract** ends;
- (b) **Kleenheat** may issue a final **Bill** to the **Customer**;

- (c) **Kleenheat** may, subject to the provisions of any written law or **Relevant Code**, charge the **Customer** a fee for the final **Meter** reading, disconnection and final **Bill**;
- (d) **Kleenheat** or the **Network Operator** may remove any **Network Equipment** at any time after the day on which this **Contract** ends;
- (e) the **Customer** must allow **Kleenheat** or the **Network Operator** safe and unrestricted access to the **Supply Address** for the purpose of removing **Network Equipment**; and
- (f) if the **Customer** wants **Kleenheat** to again supply **Gas** to the **Customer**, the **Customer** must enter into a new **Customer Contract** with **Kleenheat**.

## 22.6 Duration

This **Contract** will come into effect on the day **Kleenheat** opens an account for the **Customer** at the **Supply Address**. Unless terminated earlier in accordance with this clause 22, this **Contract** will continue for a period of one year from the day it came into effect.

However, if one year passes without either the **Customer** or **Kleenheat** terminating the contract in accordance with this clause 22, this **Contract** will automatically be renewed for consecutive additional one year periods until either the **Customer** or **Kleenheat** terminates this **Contract** in accordance with this clause 22.

## 22.7 Survival of Obligations

Termination of the **Contract** does not release either party from an obligation which arose before the **Contract** was terminated. Notwithstanding termination, the **Customer's** obligations under this **Contract** prior to termination continue until **Kleenheat** has received all money payable to it in relation to this **Contract** and specifically, subject to clause 17 and **Kleenheat's** obligations under the **Customer Service Code**, the **Customer** remains liable to pay for all **Gas** delivered to the **Supply Address** and related **Fees** and charges after termination.

## 23 Title and Risk

Title to and risk in all the **Gas** supplied to the **Supply Address** will pass to the **Customer** at the **Delivery Point** for the **Supply Address** and the **Customer** will bear all loss or damage arising out of or in any way directly or indirectly connected with **Gas** supplied after title and risk to the **Gas** has passed to the **Customer**.

## 24 Exclusions

### 24.1 No Warranty

The Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) (CCA) as well as State and Territory laws provide for certain guarantees and gives the **Customer** other legal rights, in relation to the supply of goods and services from **Kleenheat**. These rights and guarantees cannot be modified nor excluded by any **Contract**. Nothing in this **Contract** purports to modify or exclude the guarantees and other legal rights, under the CCA and other laws. Except as expressly set out in this **Contract** and the CCA, **Kleenheat** makes no additional express guarantees, warranties or other representations under this **Contract**. **Kleenheat's** liability in respect of these guarantees is limited to the fullest extent permitted by law.

### 24.2 Consequential Loss

To the fullest extent permitted by law, **Kleenheat** will in no case whatsoever (including negligence) be liable for any loss of profits, loss caused by stoppages in production or business interruption, reliance losses, damages for loss of opportunity, liability suffered by the **Customer** to third parties or any consequential or indirect loss or damage.

## 25 Indemnity of Kleenheat

To the fullest extent permitted by law, the **Customer** indemnifies **Kleenheat** against all expenses, losses, damages and costs that **Kleenheat** may sustain or incur as a result of a claim by any person (including the **Customer**) arising out of or connected with the **Gas** supplied by **Kleenheat** or any breach of the **Customer** of this **Contract** except to the extent attributable to **Kleenheat's** negligence.

## 26 Notices and Information

Any notice given to a party must be in writing and delivered by facsimile, email or prepaid letter to the number or address of that party set out in this **Contract** for such purposes (or such other address as the party may by notice substitute) and will be considered to have been received on the **Date of Receipt**. **Kleenheat** has the ability to communicate electronically with the **Customer**, but will not do so, unless the **Customer** agrees.

## 27 Complaints and Disputes

A **Customer** may:

- (a) make a complaint to **Kleenheat** about **Kleenheat's** acts or omissions; and
- (b) if the **Customer** is not satisfied with **Kleenheat's** response to the complaint, raise the complaint to a higher level within **Kleenheat's** management structure; and
- (c) if after raising the complaint to a higher level, the **Customer** is not satisfied with **Kleenheat's** response, refer the complaint to the Energy Ombudsman, as appropriate.

**Kleenheat** will handle **Customer** disputes and complaints in accordance with the Australian Standard on Complaints Handling (AS ISO 10002:2006) 1995, publish information which will assist the **Customer** in utilising its complaints handling process and on request will provide the **Customer** with information on its complaints handling process and the Energy Ombudsman scheme of which **Kleenheat** is a member.

## 28 Amendment of Contract

The **Contract** can only be changed with the **Economic Regulation Authority's** consent. Provided **Kleenheat** first obtains such consent, **Kleenheat** may amend, delete or introduce any term or condition of this **Contract**. **Kleenheat** does not require the **Customer's** consent to amend this **Contract**, but will use its reasonable endeavours to give the **Customer** prior notice of the amendments and will, on the date the amendments are effective, **Publish** notice of any changes to this **Contract**. **Kleenheat** will not be required to give separate notice of any change to any document incorporated into this **Contract**, which document is issued by persons other than **Kleenheat**. If the **Customer** does not agree with any amendment to this **Contract**, the **Customer** may terminate this **Contract** in accordance with clause 22.

## 29 Availability of Contract

A copy of this **Contract** or any of the documents referred to in this **Contract** are available to the **Customer**, free of charge, from **Kleenheat** upon the **Customer's** request or by visiting **Kleenheat's** website at [www.kleenheat.com.au](http://www.kleenheat.com.au).

## 30 Access to Information

The **Customer** may request from **Kleenheat** any information which is held by **Kleenheat** concerning the supply of **Gas** to the **Supply Address** and standard **Meter** readings for the **Supply Address** connected with the **Customer's Bills**, the status of the **Customer's Bills**, a copy of **Kleenheat's Customer Service Charter**, a copy of the Energy Coordination (Customer Contracts) Regulations 2004 or any **Relevant Code**, information about the **Price** and **Fees** payable under this **Contract**, information about energy efficiency, billing data and contact details for obtaining information about Government assistance programs or financial counselling services. **Kleenheat** will provide standard information so requested in accordance with the standards of service set out in the **Relevant Regulations** and if no such standard of service applies, within a reasonable time of the request. Unless a law or **Kleenheat's Trading Licence** requires **Kleenheat** to provide the information free of charge, **Kleenheat** can ask the **Customer** to pay a reasonable charge.

## 31 Confidentiality and Privacy

### 31.1 Confidentiality

**Kleenheat** will keep confidential a **Customer's** information in accordance with the **Customer Service Code**, unless:

- (a) the **Customer** gives **Kleenheat** prior written consent to disclose the information to a third party;
- (b) 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);

- (c) disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration;
- (d) the information is already in the public domain; or
- (e) **Kleenheat** believes the **Customer** has used **Gas** illegally and must provide **Customer** information to the **Economic Regulation Authority** or the Director of Energy Safety or the Police.

### 31.2 Privacy

**Kleenheat** will only use and disclose **Customer's** personal information as permitted by the Privacy Act 1988 (Cth) and National Privacy Principles, and in accordance with **Kleenheat's** privacy policy, a copy of which is available on **Kleenheat's** website. **Kleenheat** has security measures in place to protect personal information under its control. **Kleenheat** de-identifies and securely destroys personal information when it is no longer required and information stored within its computer systems can only be accessed by authorised personnel.

### 32 Successors and Assigns

The **Customer** must not assign this **Contract** without the prior written consent of **Kleenheat**. **Kleenheat** may assign this **Contract** without the consent of the **Customer** and without giving the **Customer** notice of such assignment, to any person **Kleenheat** believes has reasonable commercial and technical capability to perform its obligations under this **Contract**. In the event that either party assigns its interests under this **Contract**, all the terms and conditions of this **Contract** will be binding upon and enure to the benefit of the successors and assigns of the parties.

### 33 Unsolicited Consumer Agreement

This clause 33 only applies if the **Contract** is an **Unsolicited Consumer Agreement**.

- (a) The **Customer** has the right, at his or her discretion, to rescind an **Unsolicited Consumer Agreement** within the **Cooling-off Period**.
- (b) During the **Cooling-off Period**, **Kleenheat** will not supply **Gas** to the **Customer** unless the **Customer** requests otherwise. The **Customer** must pay **Kleenheat** for any **Gas** supplied or any services provided during the **Cooling-off Period**.

### 34 Governing Law

This **Contract** is governed by and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.

### 35 Compliance with Laws

Each party's obligations under this **Contract** are subject to that party's obligations under applicable laws, regulations and conditions of any governmental authorisations. Any failure to comply with an obligation under this **Contract** resulting from compliance with an inconsistent or conflicting obligation under any applicable laws, regulations or conditions of any applicable governmental authorisation does not give rise to a breach of this **Contract**.

### 36 Severability

If the whole or any part of this **Contract** is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this **Contract** has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this **Contract** or is contrary to public policy.

### 37 Waivers

The failure to exercise or delay in exercising a right or remedy under this **Contract** will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy will prevent any further exercise of the right or remedy or any other right or remedy.

### 38 Entire Contract

This **Contract** constitutes the entire **Contract** and understanding of the parties with respect to its subject matter. This clause operates to the extent permitted by law.

### 39 **Electronic Communication**

**Kleenheat** has the ability under the **Contract** to communicate electronically with the **Customer**. **Kleenheat** will agree with the **Customer** before engaging in electronic communication. **Kleenheat** can set any rules about how electronic communication is to operate and what things may be communicated electronically, and will inform the **Customer** how to find out what these rules are.

### 40 **Network Operator**

**Kleenheat** supplies gas to the **Customer** and may or may not own or operate the **Network**. The **Network** is operated by the **Network Operator** who delivers the gas through the **Network** to the **Supply Address** for **Kleenheat**. **Where Kleenheat does not own the Network, Kleenheat:**

- (a) may procure the **Network Operator** to undertake various actions on its behalf; and
- (b) cannot control the way in which the **Network Operator** operates the **Network**. For example, **Kleenheat** cannot control the quality, volume or continuity of **Gas** being supplied through the **Network**.

### 41 **Definitions**

**Australian Consumer Law** has the same meaning as in the Competition and Consumer Act 2010 (Cth).

**Bank Bill Rate** has the meaning given to that terms in the Energy Coordination (Customer Contracts) Regulations 2004.

**Bank Bill Swap Rate** means the average bid which is quoted on the BBSY screen of Reuters on the day and advertised in the Australian Financial Review the following Business Day.

**Bill** means a tax invoice issued by Kleenheat.

**Billing Period** means the period referred to in clause 5.1.

**Business Day** means a day which is not Saturday, Sunday or a public holiday in Western Australia.

**Cooling-off Period** means a period of 10 **Business Days** from and including the **Business Day** after the **Customer** agreed to this **Contract** or (if the **Contract** was negotiated by telephone) received this **Contract**.

**Contract** means the legally binding **Contract** between the **Customer** and **Kleenheat** consisting of these terms and conditions.

**Customer** means the person to whom **Gas** is or will be supplied under the **Contract**.

**Customer Charter** means the **Customer Charter** prepared by **Kleenheat Gas** for use in Western Australia.

**Customer Service Code** means the *Compendium of Gas Customer Licence Obligations (Compendium)* unless an alternative **Customer Service Code** is approved by the **Economic Regulation Authority**, in accordance with **Kleenheat's Trading Licence**.

**Date of Receipt** means in relation to the receipt by the **Customer** a notice (including a **Disconnection Warning**) given by **Kleenheat**:

- (a) in the case where **Kleenheat** hands the notice to the **Customer**, the date **Kleenheat** does so;
- (b) in the case where **Kleenheat** leaves the notice at the **Supply Address**, the date **Kleenheat** does so;
- (c) in the case where **Kleenheat** gives the notice by post, a date 2 **Business Days** after the date **Kleenheat** posted the notice; and

(d) unless otherwise notified by **Kleenheat** in accordance with clause 39, in the case where **Kleenheat** gives the notice by email, the date on which Kleenheat's computer or other device from which the email was sent records that the email was successfully transmitted.

**Delivery Point** means the point on the **Network** at which **Gas** is withdrawn for delivery to the **Customer** as determined by the **Network Operator**.

**Disconnection Warning** means a written notice in accordance with the **Customer Service Code** advising the **Customer** that disconnection will occur unless payment is made by the date specified in the notice. That date must be at least 10 **Business Days** after the date the **Disconnection Warning** is given.

**Distribution Standards** means the relevant Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards and/or administrative interpretations of them to regulate:

- (a) the supply of **Gas** to or from the **Network**; and
- (b) the way in which the **Customer's Gas** equipment at the **Supply Address** that is not part of the **Network** affects the **Network** to which it is connected.

**Economic Regulation Authority** means the body established by the Economic Regulation Authority Act 2003.

**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 which destroys or damages, or threatens to destroy or damage, any property.

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

**Fee** means a fee other than the **Price**.

**Gas** means gas as that term is defined in the Gas Standards Act 1972 (WA).

**Gas Marketing Code of Conduct** means the Gas Marketing Code of Conduct 2012 as amended or replaced from time to time.

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

**Interest Rate** means a rate of 3% above the quoted rate for the one month **Bank Bill Swap Rate** as published in the *Australian Financial Review*.

**Kleenheat** means Wesfarmers Kleenheat Gas Pty Ltd (ABN 40 008 679 543) a company incorporated in Western Australia and having its registered office at 11<sup>th</sup> Floor, 40 The Esplanade, Perth, Western Australia, 6000.

**Medical Practitioner** means an individual registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession.

**Meter** means the equipment at the **Supply Address** used to measure the volume of **Gas** consumed.

**Meter Equipment** means **Meters**, pressure regulators and safety valves, filters, regulators, flow correcting devices and telemetry devices necessary to measure quantities of **Gas** supplied to the **Customer**.

**Network** means a distribution system (as defined in the Energy Co-ordination Act 1994 (WA)).

**Network Equipment** means the **Meter** and any pipes, pressure regulators or other equipment used to transport, measure, or control **Gas** for delivery to the **Customer**, before the point where **Gas** leaves the **Meter**.

**Network Operator** means the person who owns, operates or controls the distribution system to which the **Supply Address** is or is to be connected.

**Price** means the charge for **Gas** supplied at the **Supply Address** as determined from time to time and **Published** by

**Kleenheat** and includes a fixed component and a usage component relating to the quantity of gas consumed by the **Customer**. The fixed component and the usage component will be listed separately when the **Price** is **Published**.

**Publish** means to advertise in the West Australian newspaper, place details on **Kleenheat's** website and send the **Customer** a notice or as otherwise agreed with the **Economic Regulation Authority**. Where required by law, **Kleenheat** will also put a notice in the Government Gazette.

**Refundable Advance** means an amount of money or other arrangements acceptable to **Kleenheat** as **Security** against the **Customer** defaulting on the payment of a **Bill**.

**Reminder Notice** means a written notice in accordance with the **Customer Service Code** advising the **Customer** that payment is overdue and that payment is to be made by the date specified in the notice. That date must be at least 20 **Business Days** after the date of the **Bill**.

**Relevant Codes** means any codes and standards applying to the supply of **Gas** under the **Contract** including the **Customer Service Code**, the **Gas Marketing Code of Conduct**, and the Australian Standard on Complaints Handling [AS ISO 10002:2006].

**Relevant Regulations** means any laws and regulations applying to the supply of **Gas** under the **Contract**, including the Energy Coordination Act 1994, the Energy Coordination (Customer Contracts) Regulations 2004, and the **Gas Tariffs Regulations**.

**Retail Market Rules** is defined in section 11ZOA of the Energy Coordination Act 1994.

**Security** has the meaning as described in Clause 10.

**Supply Address** means the address to which **Gas** will be supplied under the **Contract**.

**Trading Licence** means **Kleenheat's Trading Licence** under the Energy Coordination Act 1994.

**Unsolicited Consumer Agreement** means an **unsolicited consumer agreement** as defined in section 69 of the Australian Consumer Law.

**Verifiable Consent** has the meaning in the **Customer Service Code**.

## 42 Kleenheat's Contact Details

Postal Address:

PO Box 4184, Myaree Business Centre, WA 6960

Business Address:

Campus Drive (off Murdoch Drive), Murdoch, Western Australia, 6150

Registered Address:

Level 11, 40 The Esplanade, Perth, Western Australia, 6000

Telephone number:

13 21 80

Email address:

info@kleenheat.com.au

Internet website address:

www.kleenheat.com.au

## ATTACHMENT A

The following notice applies if this is an **unsolicited consumer agreement** as defined in the **Australian Consumer Law** (for more information on what constitutes an unsolicited consumer agreement, refer to [www.accc.gov.au](http://www.accc.gov.au) or contact the Australian Competition and Consumer Commission):

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

#### The Customer's additional rights to cancel this Contract

In addition to the **Customer's** rights described in the **Contract**:

- (c) The **Customer** has a right to cancel this **Contract** at any time within 10 **Business Days** from and including the day after the **Customer** signed or received this **Contract**.
- (d) The **Customer** also has a right to cancel this **Contract** at any time within 3 months from and including the day after the **Customer** signed or received this **Contract** if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).
- (e) The **Customer** also has a right to cancel this **Contract** at any time within 6 months from and including the day after the **Customer** signed or received this **Contract**, if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).

The **Customer** may cancel this **Contract** by telling **Kleenheat** over the telephone or in person that the **Customer** would like to cancel the **Contract** or by:

- giving **Kleenheat** a notice personally; or
- giving **Kleenheat** or sending **Kleenheat** a notice, in an envelope addressed to:  
Wesfarmers Kleenheat Gas Pty Ltd  
PO Box 4184  
Myaree Business Centre WA 6960; or
- sending **Kleenheat** an email to [info@kleenheat.com.au](mailto:info@kleenheat.com.au) ; or
- sending **Kleenheat** a fax to (08) 9312 9833

saying that the **Customer** would like to cancel the **Contract**.

The **Customer** may use the notice attached as **Attachment B** to this **Contract** to let **Kleenheat** know the **Customer** would like to cancel the **Contract**.

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

**Kleenheat** is not allowed to supply the **Customer** with **Gas** or accept or ask for any payment for **Gas** at any time within 10 **Business Days** from and including the day after the **Customer** signed or received this **Contract**, unless:

- (f) **Gas** is not connected to the premises; or
- (g) **Gas** is connected to the premises, but no **Gas** is being supplied to the premises by **Kleenheat**.



**ATTACHMENT B**

**Australian Consumer Law**

**Cancellation notice — Unsolicited Consumer Agreement**

**Right to cancel this Contract within 10 Business Day cooling-off period**

The **Customer** has a right to cancel this **Contract** without any reason within 10 **Business Days** from and including the day after the **Customer** signed or received this **Contract**.

**Extended right to cancel this Contract**

If **Kleenheat** has not complied with the law in relation to **Unsolicited Consumer Agreements**, the **Customer** also have a right to cancel this **Contract** by contacting **Kleenheat**, either orally or in writing. **Refer to the information attached to this Contract**. The **Customer** may have up to 6 months to cancel this **Contract** in certain circumstances.

To cancel this **Contract** in writing, complete this notice and **send it to Kleenheat**.

Alternatively, write a letter or send an email to **Kleenheat**.

**Kleenheat details (to be completed by Kleenheat):**

|                         |   |
|-------------------------|---|
| <b>Supplier's name:</b> | Wesfarmers Kleenheat Gas Pty Ltd                  |
| <b>Address:</b>         | Campus Drive (off Murdoch Drive), Murdoch WA 6150 |
| <b>Email:</b>           | info@kleenheat.com.au                             |
| <b>Fax:</b>             | (08) 9312 9833                                    |

**Customer details:**

|  |  |
|--|--|
| Name:                                  |  |
| Supply Address:                        |  |
| <b>I WISH TO CANCEL THIS AGREEMENT</b> |  |
| Signed by the Customer:                |  |
| Name (print):                          |  |
| Date:                                  |  |

**Note:** The **Customer** must either return to **Kleenheat** any goods supplied under the **Contract** or arrange for the goods to be collected.