

Standard Gas Agreement

Terms and Conditions.



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Welcome to Synergy.

And welcome to the future of energy in Western Australia.

This is a copy of our Standard Gas Agreement with you. It details, in a clear and easy-to-read way, each element of our agreement to acquire energy for you.

It also details what you can expect from us, together with *your* rights and obligations.

At Synergy, our commitment is to provide you with the highest level of service and professionalism at all times. If you have any questions after reading through this agreement, please call our Business Management Team on 1300 859 333.

Contents

1 Supply of gas	1	11.4 Events beyond your control	16
2 We will comply with certain codes, standards and policies	1	11.5 Events beyond our control	16
3 When the contract starts	1	11.6 Disconnection due to your actions	16
4 Charges & Fees		11.7 Things we must do before disconnecting your gas supply	17
4.1 Standard price	2	11.8 We must not disconnect your gas supply in some circumstances	19
4.2 What are standard prices?	2	11.9 Reconnecting your gas supply	19
4.3 What makes up a standard price?	2	11.10 Consequences of disconnecting your gas supply	20
4.4 Which standard price do you pay?	2	11.11 Reporting illegal use	21
4.5 Eligibility conditions on standard price	3	12 Limiting our liability	
4.6 We can charge you other fees	3	12.1 We will not compensate you for all your loss	21
5 How we will calculate your gas use		13 Limitation in relation to implied warranty	22
5.1 Measuring gas	4	14 Confidentiality of your information	23
5.2 Meter reading	4	15 Complaints	
5.3 You can request a meter test	5	15.1 You can contact us with your complaints	23
6 Bills		15.2 Things you can do to resolve your complaints ...	23
6.1 When we will bill you	6	16 Providing information	
6.2 Things we include in your bill	6	16.1 We will provide you with information	24
6.3 Applying your payments to your bill	7	16.2 You must provide us with information	24
6.4 Paying your bill	7	17 Ending this contract	
6.5 If you are having trouble paying	7	17.1 When the contract ends	25
6.6 If you do not pay your bill	8	17.2 When you can end the contract	25
6.7 You can obtain your billing data	9	17.3 When we can end the contract	26
7 Reviewing your bills		17.4 What happens after the contract ends	26
7.1 Reviewing your bill	9	18 Security for payment of bills	
7.2 Undercharging and overcharging	9	18.1 Security	26
8 Gas supply equipment and your equipment		18.2 Before we use security	27
8.1 Gas supply equipment	10	18.3 After we use security	27
8.2 Your equipment	11	19 GST	28
8.3 Things that you are prohibited from doing to your equipment	11	20 Miscellaneous	
9 Your gas supply at the premises		20.1 Co-operation with the network operator	28
9.1 Things you must do when you move into the premises	11	20.2 Notices	29
9.2 New gas connections	12	20.3 Electronic communication	29
9.3 Existing gas connections	13	20.4 No assignment	30
9.4 Moving out of the premises	13	20.5 Application of laws	30
10 Access to the premises	14	20.6 Entire agreement	30
11 Interruptions to your gas supply		20.7 Waiver of rights	30
11.1 Emergency	15	20.8 Governing law	30
11.2 Health and Safety	15	20.9 We can change this contract	30
11.3 Planned work on the gas network	16	20.10 Effect of invalid terms	31
		21 Definitions and interpretations	
		21.1 Definitions	31
		21.2 Interpretation	35

Synergy (ABN 58 673 830 106)
Standard Gas
Terms and Conditions.

1 Supply of gas.

We will sell gas to *you* at the *premises* in accordance with these terms and conditions. These terms and conditions apply to the sale of gas to all customers who pay the *standard price* for gas.

2 We will comply with certain codes, standards and policies.

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*; and
- (d) 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.

3 When the contract starts.

The *contract* begins on the date and time that *we* agree to supply gas to *you*.

4 Charges and fees.

4.1 Standard price

On and from the date and time this contract begins, *you* must pay to *us* the *standard price* that applies to *you* in connection with gas we supply to *you* under the *contract*.

4.2 What are standard prices?

There are two main types of *standard prices* available: residential *standard prices* and business *standard prices*.

In addition, there are also different residential and business *standard prices* for each of:

- (a) the Mid-West/South-West area; and
- (b) the Albany area; and
- (c) the Kalgoorlie-Boulder area,

as those areas are defined in the *Gas Tariff Regulations*.

Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*. These eligibility conditions are discussed at clause 4.5 of this *contract*.

If *we* change the *standard prices*, *we* will publish those changes and the date that the change will take effect (see clause 20.2 for how *we* publish information). *We* will also notify *you* of the changes in the *standard prices* in *your* next bill.

For an explanation of the *standard prices* available please visit *our* website or call *us*.

4.3 What makes up a standard price?

A *standard price* 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.

4.4 Which standard price do you pay?

Your bill will show *you* which standard price *you* are paying.

4.5 Eligibility conditions on standard price

Residential standard price

To be eligible for the residential *standard price*, 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 price*, *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 price* to the start of the non-residential use (up to a maximum of 12 months).

Business standard price

If *you* do not qualify or no longer qualify for the residential *standard price* *you* must pay the business *standard price*.

4.6 We can charge you other fees

We can charge *you* fees that are in addition to the *standard price*. *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 6.6); and
- (e) reading *your* meter when *you* move out of the *premises* (see clause 9.4); and
- (f) turning off *your* gas in some situations (see clause 11.6); and
- (g) turning on *your* gas in some situations (see clause 11.9); and
- (h) removing or physically disconnecting the *meter* (see clause 11.10); and
- (i) replacing or physically reconnecting the *meter* (see clause 11.10); and
- (j) other non-standard connection costs; and
- (k) other fees.

For an explanation of *our* fees please visit *our* website or call *us*.

5 How we will calculate your gas use.

5.1 Measuring gas

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 Meter reading

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 to the *meter* is not possible due to reasons beyond *our* control, including due to weather conditions, an industrial dispute, the actions of a third party or *you* deny access;
- (b) access to the *meter* is not possible or for safety reasons;
- (c) *you* are vacating the *premises* and require a final bill immediately; or
- (d) *we* cannot otherwise reasonably base a bill on the *network operator's* reading of the *meter*, including where the *meter* has been tampered with or bypassed or the *meter* is inaccurate.

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

- (a) *your* reading of the *meter*; or
- (b) *your* prior billing history; or
- (c) if we do not have *your* prior billing history, then we may use:
 - (1) the average usage of gas at the *standard price* 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 request a meter test

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.

6 Bills.

6.1 When we will bill you

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 *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.

6.2 Things we include in your bill

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 price* 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 6.5 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 6.4 for some of the payment options); and
- (m) if a residential *standard price* 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 18).

The *standard price* 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.

6.3 Applying your payments to your bill

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 Paying your bill

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 *our* customer service centre. 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.

6.5 If you are having trouble paying

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 price* 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 at www.synergyenergy.com.au or call *our* customer service centre on 13 13 53 for residential customers and 13 13 54 for business customers.

6.6 If you do not pay your bill

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 price*, 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 price*, 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 20.2 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*.

6.7 You can obtain your billing data

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 Reviewing your bills.

7.1 Reviewing a bill

If *you* have a query about *your* bill and *you* ask *us* to review the bill, then we will review it.

In the meantime, *you* must pay to *us* the balance of the bill that is not being queried or an amount equal to the average amount of *your* bills over the previous 12 months (excluding the bill that *you* are querying), whichever is less. If *you* have any other bills that are due, then *you* must also pay those bills by the due dates.

7.2 Undercharging and overcharging

- (a) If we undercharge *you* for any reason (including where the *meter* has been found to be defective but not including where the undercharging is due to *your* fraud, breach or illegal act), we can require *you* to make a correcting

payment and we will offer *you* the option to pay the correcting payment by instalments. In any event:

- (1) if *you* are paying a residential *standard price*, we will only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to *your* last bill; and
 - (2) we will list the correcting payment separately in *your* bill; and
 - (3) we will not charge *you* interest on the correcting payment.
- (b) If we overcharge *you* for any reason (including where the *meter* has been found to be defective), then we will:
- (1) tell *you* that we have overcharged *you* within 10 *business days* of becoming aware; and
 - (2) refund any charge *you* paid *us* for testing the *meter*; and
 - (3) credit the amount to *your* account or, if *you* choose, repay the amount to *you* (or another person); and
 - (4) in the case of a defective *meter*, we will pay for the period the *meter* was defective up to a maximum of 12 months; and
 - (5) We will not pay *you* interest if we overcharged *you*.

8 Gas supply equipment and your equipment.

8.1 Gas supply equipment

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*.

8.2 Your equipment

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*.

8.3 Things that you are prohibited from doing to your equipment

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 8.3.

9 Your gas supply at the premises.

9.1 Things you must do when you move into the premises

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 10; 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 18; 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).

9.2 New gas connections

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 9.1; and
- (b) the *gas supply equipment* (and its installation) complies with the regulatory requirements; and
- (c) if *we* ask *you*, *you* have given *us* notice 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*.

9.3 Existing gas connections

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 9.1; 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*.

9.4 Moving out of the premises

- (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 9.4(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 9.4(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 9.4(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 9.4, then *you* can choose to have *us* credit *your* new account with this amount or repay the amount to *you*.

10 Access to the premises.

- (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*.

11 Interruptions to your gas supply.

11.1 Emergency

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 11.9 for information about reconnecting *your* gas supply).

11.2 Health and safety

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.

11.3 Planned work on the gas network

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.

11.4 Events beyond your control

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

11.5 Events beyond our control

If an *event* occurs which is beyond *our* control and that event affects *our* ability to perform any of *our* obligations under this *contract*, then *we* are not required to perform that obligation for as long as the event continues. If such an event occurs and if *we* consider it appropriate to do so, *we* may notify *you* of the event by a public announcement (for example, on television, radio or in a newspaper).

11.6 Disconnection due to your actions

In addition to the reasons in clauses 11.1 to 11.3, *we* can arrange the *network operator* to disconnect *your* gas supply, acting in accordance with clause 11.7 and applicable laws (see clause 20.1 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 6 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 18 for information about *security*); or
- (h) *you* fail to keep *your equipment* in good working order or condition (see clause 8 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.

11.7 Things we must do before disconnecting your gas supply

Unpaid bills

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 price*:

- (1) offer *you* a *payment plan* or alternative payment plan; and
 - (2) give *you* information in accordance with clause 6.5; and
- (f) if *you* are paying a business *standard price*, 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 11.7(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* customer service centre.

Access to the meter

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*.

Security

If *we* wish to disconnect *your* gas supply under 11.6(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*.

11.8 We must not disconnect your gas supply in some circumstances

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 11.7; 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 outstanding amount on *your* bill that relates to a *standard price* or other *fee* not 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 11.3 for information about planned work); or
- (i) *we* have not given *you* information on any government funded concessions as outlined in the *AGA Code*.

11.9 Reconnecting your gas supply

If *your* gas supply is disconnected under this clause 11, 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 11.1), for life or health safety (under clause 11.2) or planned work reasons (under clause 11.3), 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 11.9 does not apply to cases where disconnection is required under the *Gas Standards Act 1972 (WA)*.

11.10 Consequences of disconnecting your gas supply

If the *network operator* disconnects *your* gas supply at *our* request under this clause 11, 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.

11.11 Reporting illegal use

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.

12 Limiting our liability.

12.1 We will not compensate you for all your loss

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 *our* customer service centre.

13 Limitation in relation to implied warranty.

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

- (a) the supply of equivalent gas; or
- (b) the payment of the cost of acquiring equivalent gas.

14 Confidentiality of your 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* customer service centre.

15 Complaints.

15.1 You can contact us with your complaints

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*.

15.2 Things you can do to resolve your complaints

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* customer service centre.

16 Providing information.

16.1 We will provide you with information

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 price* 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 6.5 of this *contract*; and
- (h) *your* billing data according to clause 6.7; and
- (i) any other information we said we would give you in this *contract*.
- (j) Unless we are legally required to provide the information free of charge, we will charge you a reasonable *fee*.

16.2 You must provide us with information

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 price*); 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.

17 Ending this contract.

17.1 When the contract ends

- (a) Unless *you* or *us* end the *contract* earlier under this clause 17, 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 17, the *contract* is automatically renewed for another 1 year period. This automatic renewal occurs each year until *you* or *us* end the *contract* under this clause 17.
- (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.

17.2 When you can end the contract

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.

17.3 When we can end the contract

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

- (a) become insolvent (as defined in the *Corporations Act 2001 (Cth)*); 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*.

17.4 What happens after a contract ends

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 make a new *contract* with *us* if *you* want *us* to supply *you* gas.

18 Security for payment of bills.

18.1 Security

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 price*, we can ask *you* to provide a *security* when:

- (a) *you* pay a type of *standard price* 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 11.6 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.

18.2 Before we use a security

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.

18.3 After we use a security

If we use *your security* under clause 18.2 above, then within 10 *business days* we will provide *you* with an account and pay *you* any balance together with any interest.

19 GST.

(a) In this clause:

- (1) **GST** has the meaning given to that term in the **GST Law**.
- (2) **GST Law** has the meaning given to that term in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (3) **adjustment note, recipient, supply, tax invoice and taxable supply** have the meanings given to those terms in the **GST Law**.

- (b) All sums payable, or consideration to be provided, under the *contract* are expressed inclusive of *GST*.
- (c) If there is a *taxable supply* under or in connection with the *contract*, then the *recipient* must pay to the supplier an amount equal to the *GST* payable on the *taxable supply* in addition to, and at the same time as, payment for the *taxable supply* is required to be made under the *contract*.
- (d) The supplier must provide a *tax invoice* (or an *adjustment note*) to the *recipient* in respect of the *taxable supply* and the obligation of the *recipient* to pay the *GST* on a *taxable supply* is conditional on the supplier providing a *tax invoice* or *adjustment note*.

20 Miscellaneous.

20.1 Co-operation with the network operator

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*.

20.2 Notices

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 20.2(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*.

In this *contract*, when we say we will publish information we will:

- (a) advertise in *The West Australian* (as the case requires); or
- (b) post information on *our* website; or
- (c) post *you* information at the *premises*; or
- (d) put a notice in the Government Gazette when the law requires *us* to.

20.3 Electronic communication

- (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 *our* customer service centre.

20.4 No assignment

- (a) Unless we give *you our* prior written consent, *you* must not transfer, assign or otherwise dispose of any of *your* rights or obligations under the *contract*.
- (b) We can assign or novate the *contract* without notice to *you* to any person that we believe has reasonable commercial and technical capability to perform *our* obligations under the *contract*.

20.5 Application of laws

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.

20.6 Entire agreement

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

20.7 Waiver of rights

If we do not enforce any right under the *contract* then this must not be construed as a waiver of *our* rights under the *contract*.

20.8 Governing law

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

20.9 We can change this contract

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.

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 17.

20.10 Effect of invalid terms

If any term of the *contract* is invalid or unenforceable it can be severed from the *contract* without affecting the enforceability of other *contract* terms.

21 Definitions and interpretation.

21.1 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 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.

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 from *our* customer service centre 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.

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.

event beyond your control or **event beyond our control** means an event or circumstance beyond the direct control or influence of *you* or *us*, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns in infrastructure or elsewhere, insufficient volumes of gas or any other problem with the *gas network* but excludes *your* or *our* inability to pay any money due under this *contract* for any reason.

fees means a charge that is not a *standard price*.

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 8.1.

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

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*.

network operator means the person who owns and operates the *gas network* (as described in section 3 of the *Energy Coordination Act 1994 (WA)*).

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 from *our* customer service centre or from *our* website.

payment plan means a payment option, such as payment by instalments, that *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 price 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.

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.

we and **us** means Electricity Generation and Retail Corporation trading as Synergy (ABN 58 673 830 106).

you means the person to whom gas will be supplied under the *contract*.

your equipment is defined in clause 8.2.

21.2 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.



Further information.

If *you* have any questions regarding *your* gas supply, *you* can contact *us*:

In writing

Customer Service Manager
Synergy
GPO Box K851
Perth WA 6842

In person

228 Adelaide Terrace
Perth WA 6000

By email

info@synergy.net.au

By Internet

synergy.net.au

By telephone

For billing, payment enquiries, compliments and complaints by residential customers, on 13 13 53, and by business customers, on 13 13 54 during business hours.

For TTY users (hearing impaired customers) on (08) 9221 8608 during business hours.

For customers residing outside Western Australia on (08) 6212 2222 during business hours.

To report a fault or *emergency*, 24 hours a day, contact 13 13 52.

